

05-22-2002
102098554

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bestform Apparel Corp.
5.17.02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Vanity Fair, Inc.
Internal Address: 201 Baynard Building
Street Address: 3411 Silverside Road
City: Wilmington State: DE Zip: 19810
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 05/13/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,077,484
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen L. Winslow
Internal Address: The H.D. Lee Company, Inc.
201 Baynard Building
Street Address: 3411 Silverside Road
City: Wilmington State: DE Zip: 19810

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41)..... \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Jacquelyn A. Pellegrino Jacquelyn A. Pellegrino May 13, 2002
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 7

05/21/2002 LMUELLER 00000120 1077484
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 13th day of May, 2002, between BESTFORM APPAREL CORP., a Delaware corporation ("Assignor"), with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810, and VANITY FAIR, INC., a Delaware corporation, with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted or acquired and used in the United States and throughout the world the trademark listed on Schedule A attached hereto and incorporated herein by reference (the "Trademark") and is the beneficial owner of the registration thereof; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademark;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title, and interest in and to the Trademark and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademark and the registration thereof, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts, and obligations associated with the Trademark.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest, and record in Assignee full and complete ownership of the Trademark.

4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

BESTFORM APPAREL CORP.

By: Helen L Winslow
Name: Helen L. Winslow
Title: Secretary and Authorized Signatory

VANITY FAIR, INC.

By: Jacquelyn A Pellegrino
Name: Jacquelyn A. Pellegrino
Title: Assistant Secretary and Authorized Signatory

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 13th day of May, 2002, came before me, Susan M. Minakowski, Notary Public for said County and State, Helen L. Winslow, who, being by me duly sworn, says that she is the Secretary and Authorized Signatory of BESTFORM APPAREL CORP., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Helen L. Winslow acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 13th day of May, 2002.

(Official Seal)

Susan M. Minakowski
NOTARY PUBLIC

My Commission Expires: 03-08-2004

**SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar. 8, 2004**

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 13th day of May, 2002, came before me, Susan M. Minakowski, Notary Public for said County and State, Jacquelyn A. Pellegrino, who, being by me duly sworn, says that she is the Assistant Secretary and Authorized Signatory of VANITY FAIR, INC., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Jacquelyn A. Pellegrino acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 13th day of May, 2002.

(Official Seal)

Susan M. Minakowski
NOTARY PUBLIC

My Commission Expires: 03 08 2004

SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar 8 2004

Schedule A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>International Class</u>
COTTON COMFORT	1,077,484	November 15, 1977	25