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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies): **Axis Clothing Corporation & Axis Clothing Corporation d/b/a Axis Clothing Company, Inc., Axis Clothing Co., Inc. and/or Axis Clothing Corp.**

Individual(s)       Association Corp.  
 General Partnership       Limited Partnership  
 Corporation-State **California**  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: **Salant Holding Corporation**  
 Internal Address: \_\_\_\_\_  
 Street Address: **1114 Avenue of the Americas**  
 City: **New York** State: **NY** Zip: **10036 USA**

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 **Corrected Assignment to correct conveying party's name**  
 Execution Date: **1/4/02**

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
**75/742,080**  
 B. Trademark Registration No.(s) \_\_\_\_\_  
**2,035,871**  
 Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Nicole E. Miller, Esq.**  
 Internal Address: **Pryor Cashman Sherman & Flynn LLP**  
**10th Floor**  
 Street Address: **410 Park Avenue**  
 City: **New York** State: **NY** Zip: **10022**


6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41).....\$ **290**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
**Nicole E. Miller, Esq.**  
 Name of Person Signing

  
 Signature

**9/25/02**  
 Date

Total number of pages including cover sheet, attachments, and document: **17**

10/01/2002 J2ALLAR2 00000012 75742080  
 01 FC:481  
 02 FC:482  
 40.00 DP  
 250.00 DP

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002590 FRAME: 0093

**Recordation Form Cover Sheet  
Continuation of Item 4**

Additional Trademarks Assigned  
to  
Salant Holding Corporation  
from  
Axis Clothing Corporation  
and  
Axis Clothing Corporation  
dba

Axis Clothing Company, Inc., Axis Clothing Co., Inc. and/or Axis Clothing Corp.

Registration Numbers:

- (1) 1,348,129
- (2) 1,348,121
- (3) 1,443,640
- (4) 2,276,574
- (5) 1,890,717
- (6) 2,126,654
- (7) 2,322,410
- (8) 1,980,260
- (9) 1,994,111

04-02-2002

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

04-02-02

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TO: The Commissioner of Patents and Trademarks

Original document(s) or copy(ies).

Submission Type

Conveyance Type

New

Assignment

License

Resubmission (Non-Recordation)  
Document ID#

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error  
Reel #  Frame #

Merger

Effective Date  
Month Day Year

01 04 2002

Corrective Document  
Reel #  Frame #

Change of Name

Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
01 04 2002

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

State of Incorporation

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

State of Incorporation

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

04/02/2002 GT0N11 00000074 2035871

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 250.00 OP  
03 FC:484 120.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002590 FRAME: 0095

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is made and delivered this 4th day of January, 2002, by AXIS CLOTHING CORPORATION, a California corporation and AXIS CLOTHING CORPORATION dba AXIS CLOTHING COMPANY, INC., AXIS CLOTHING CO., INC. and/or AXIS CLOTHING CORP. ("SELLER"), to SALANT HOLDING CORPORATION, a Delaware corporation ("PURCHASER"), pursuant to the Asset Purchase Agreement dated as of October 15, 2001, between SELLER, PURCHASER, and RICHARD SOLOMON (the "Asset Purchase Agreement"). Capitalized terms not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

**WITNESSETH, THAT FOR AND IN CONSIDERATION** of the mutual promises contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by SELLER, and pursuant to the Asset Purchase Agreement, SELLER HEREBY bargains, sells, grants, assigns, transfers, conveys and delivers unto PURCHASER, its successors and assigns:

(i) All of SELLER's right, title and interest in and to the trademarks listed on Schedule 1 attached hereto; and

(ii) All of SELLER'S right, title and interest in and to all statutory, common law and registered copyrights, trademarks, service marks and tradenames (including registrations and applications for registration or any of the foregoing), and all trade secrets, designs, logos, and other intangible rights and interests, if any, owned by SELLER on the date hereof and primarily used in the Business as listed on Schedule 1 attached hereto.

(iii) The good will of the Business and all good will with respect to the items described in (i) and (ii) above.

**TO HAVE AND TO HOLD** the same unto PURCHASER, its successors and assigns forever.

**IN ADDITION**, from time to time after the date hereof, without further consideration, SELLER shall, at no cost or expense to Seller, execute and deliver such other instruments of assignment, transfer and conveyance and shall take such other action as PURCHASER may reasonably request in order more effectively to assign, transfer and convey to PURCHASER, and to place PURCHASER in possession and control of, any of the property being assigned, transferred and conveyed to it hereunder, or to enable it to exercise and enjoy all rights and benefits of SELLER with respect thereto.

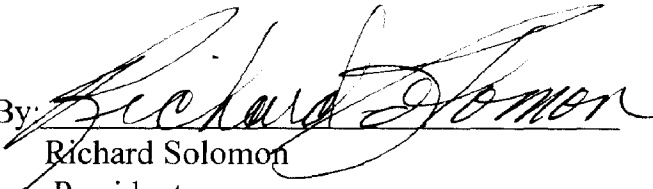


This Trademark Assignment is given without any warranty, express or implied, except as specifically set forth in the Asset Purchase Agreement.

This Trademark Assignment shall inure to the benefit of and be binding upon SELLER and PURCHASER and their respective successors and assigns.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, SELLER has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

AXIS CLOTHING CORPORATION

By:   
Richard Solomon  
President

**Schedule 1**

See Attached

Seller's United States Trademarks and Patents		
TRADEMARK OR PATENT	REGISTERED OR FILED DATE	REGISTRATION OR FILE NUMBER
AKT AXIS & DESIGN	February 4, 1997	2,035,871
AXIS & BUTTON DESIGN	July 9, 1985	1,348,129
AXIS & RECTANGULAR	July 9, 1985	1,348,121
AXIS (BLOCK LETTERS)	June 16, 1987	1,443,640
AXIST	October 7, 1997	75/369,638
BUTTON & TAPE DESIGN	April 18, 1995	1,890,717
CO AXIST	June 8, 1999	75/724,080
GOLF CLASSICS BY AXIS	January 6, 1998	2,126,654
ISLAND FEVER & DESIGN	February 22, 2000	75/493,976
VITA NOVA	June 1, 1996	1,980,260
XTRA ORDINARY BY AXIS	August 13, 1996	1,994,111

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(i) All of SELLER's right, title and interest in and to the trademarks listed on Schedule 1 attached hereto; and

(ii) All of SELLER'S right, title and interest in and to all statutory, common law and registered copyrights, trademarks, service marks and tradenames (including registrations and applications for registration or any of the foregoing), and all trade secrets, designs, logos, and other intangible rights and interests, if any, owned by SELLER on the date hereof and primarily used in the Business as listed on Schedule 1 attached hereto.

(iii) The good will of the Business and all good will with respect to the items described in (i) and (ii) above.

**TO HAVE AND TO HOLD** the same unto PURCHASER, its successors and assigns forever.

**IN ADDITION**, from time to time after the date hereof, without further consideration, SELLER shall, at no cost or expense to Seller, execute and deliver such other instruments of assignment, transfer and conveyance and shall take such other action as PURCHASER may reasonably request in order more effectively to assign, transfer and convey to PURCHASER, and to place PURCHASER in possession and control of, any of the property being assigned, transferred and conveyed to it hereunder, or to enable it to exercise and enjoy all rights and benefits of SELLER with respect thereto.

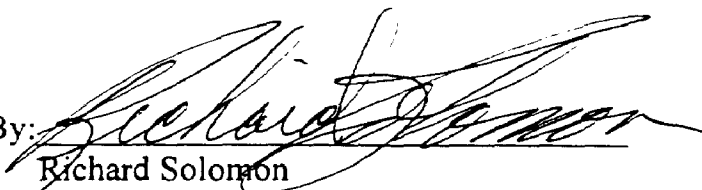
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specifically set forth in the Asset Purchase Agreement.

This Trademark Assignment shall inure to the benefit of and be binding upon SELLER and PURCHASER and their respective successors and assigns.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, SELLER has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

AXIS CLOTHING CORPORATION

By:   
Richard Solomon  
President

**Seller's United States Trademarks and Patents**

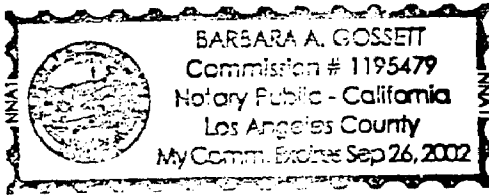
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## Seller's Foreign Trademarks and Patents

TRADEMARK OR PATENT	COUNTRY OR GOVERNING BODY	REGISTERED OR FILED DATE	REGISTRATION OR FILE NUMBER
AXIS	Canada	March 31, 1995	441,249
AXIS (BLOCK LETTERS)	Australia	September 19, 1985	A433,448
AXIS (BLOCK LETTERS)	Benelux	June 30, 1988	449,453
AXIS (BLOCK LETTERS)	European Community	June 2, 1999	20214
AXIS (BLOCK LETTERS)	Germany	May 2, 1985	1,131,087
AXIS (BLOCK LETTERS)	Italy	February 28, 1995	644316
AXIS (BLOCK LETTERS)	Switzerland	March 12, 1985	338,331
CO AXIST	Canada	November 15, 1999	1036189
CO AXIST	Mexico	December 8, 1999	402488
ISLAND FEVER & DESIGN	Japan	September 28, 1998	82890/98
ISLAND FEVER & DESIGN	Mexico	October 8, 1998	349925
ISLAND FEVER & DESIGN	Hong Kong	July 28, 2000	02216
SIX A	Canada	October 9, 2001	1,036,190
SIX A	Mexico	April 18, 2000	650428
SIX-A	Panama	November 16, 1999	103815

STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF LOS ANGELES)

On this 7<sup>th</sup> day of December 2001, before me personally came Richard Solomon, to me known, who, being by me duly sworn, did depose and say that he is President of Axis Clothing Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



*Richard Solomon*  
Notary Public  
*Barbara A. Gossett*