

5/11/04
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05-26-2004

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

102753380

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

1. Name of conveying party(ies):

NCC Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: May 11, 2004

2. Name and address of receiving party(ies)

Name: BNP Paribas, as administrative agent under the Credit Agreement

Internal

Address: _____

Street Address: One Front Street

City: San Francisco State: CA Zip: 94111

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Societe Anonyme - France

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
Please see attached.

B. Trademark Registration No.(s) _____
Please see attached.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott D. Sanford, Esq.

Internal Address: O'Melveny & Myers LLP
Embarcadero Center West

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0639

DO NOT USE THIS SPACE

9. Signature.

GT0N11 00000067 500639 73525268

40.00 DA

150.00 DA

Scott D. Sanford, Esq.

Name of Person Signing

Signature

May 11, 2004

Date

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

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

SF1: 548569

TRADEMARK
REEL: 002973 FRAME: 0352

SCHEDULE OF TRADEMARKS

#	<u>Trademark</u> <u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark Status</u> <u>Substatus</u>
1.	BODY LUXURY NCC Industries, Inc.	73/525268	1362067	Registered
2.	LILYETTE NCC Industries, Inc.	72154041	775013	Registered
3.	LILYETTE SOFTON NCC Industries, Inc.	73/490526	1351793	Registered
4.	MINIMIZER NCC Industries, Inc.	73/047805	1071869	Registered
5.	NON CHALANCE NCC Industries, Inc.	73/491131	1349565	Registered
6.	REFLEXION Stylized NCC Industries, Inc.	71/503819	517038	Registered
7.	THE RIGHT SUPPORT FOR YOU NCC Industries, Inc.	73/594218	1443299	Registered

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MAIDENFORM, INC., a New York corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, MF Merger Corporation, a New York corporation, has entered into a Credit Agreement dated as of May 11, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **"Lender Swap Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **"Swap Counterparties"**); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 11, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no

event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of May, 2004.

MAIDENFORM, INC.

By: 

Name: _____

Title: _____

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(MF) TRADEMARK GRANT