

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maidenform, Inc.		03/27/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BNP Paribas, as administrative agent under the Credit Agreement		
Street Address:	One Front Street		
Internal Address:	23rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Societe Anonyme: FRANCE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78810022	COLLECTION M	
Serial Number:	78827646	FLEX-TO-FIT	
Serial Number:	78830380	THE LITE BRA	
Registration Number:	2965089	ONE FABULOUS BODY	
Registration Number:	2995300	THE AMAZING BRA	
Registration Number:	3012296	ONE FABULOUS FEEL	
Registration Number:	3014182	ONE FABULOUS MOMENT	
Registration Number:	3064365	BODYMATES	
CORRESPONDENCE DATA			
Fax Number:	(201)436-9506		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2013578740		
Email:	jprioleau@maidenform.com		
Correspondent Name:	Jennifer A. Prioleau		

OP \$215.00 78810022

900045199

TRADEMARK
REEL: 003277 FRAME: 0324

Address Line 1: 154 Avenue E
Address Line 4: Bayonne, NEW JERSEY 07002

ATTORNEY DOCKET NUMBER:	TRADEMARK ASSIGNMENT
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NAME OF SUBMITTER:	Jennifer A. Prioleau
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Signature:	/jap1973/
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Date:	03/28/2006
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Total Attachments: 4
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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, predecessor to Maidenform, Inc., 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 agreement (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, trade names, 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 the 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.

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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 27th day of March, 2006.

MAIDENFORM, INC

By: 

Name: Steven N. Masket

Title: Exec. VP and Chief Legal Officer

SCHEDULE A
U.S. Trademark Applications and Registrations

<u>#</u>	<u>Trademark Owner</u>	<u>Country</u>	<u>Appl. No. Appl. Date</u>	<u>Reg. No. Reg. Date</u>
1	COLLECTION M Maidenform, Inc.	USA	78/810,022 February 8, 2006	Pending
2	FLEX-TO-FIT Maidenform, Inc.	USA	78/827,646 March 2, 2006	Pending
3	THE LITE BRA Maidenform, Inc.	USA	78/830,380 March 6, 2006	Pending
4	ONE FABULOUS BODY Maidenform, Inc.	USA	78/363,343 February 5, 2004	2,965,089 July 5, 2005
5	THE AMAZING BRA	USA	78/457,578 July 27, 2004	2,995,300 September 13, 2005
6	ONE FABULOUS FEEL Maidenform, Inc.	USA	78/976,348 February 5, 2004	3,012,296 November 1, 2005
7	ONE FABULOUS MOMENT Maidenform, Inc.	USA	78/976,369 February 5, 2004	3,014,182 November 8, 2005
8	BODYMATES Maidenform, Inc.	USA	78/636,309 February 5, 2004	3,064,365 February 28, 2006

Foreign Trademark Applications and Registrations

9	SWEET NOTHINGS	U.K.	March-06	Pending
10	SELF EXPRESSIONS	Indonesia	March-06	Pending
11	MAIDENFORM	Mozambique	2838/99	2838/99 October 1, 1999
12	FLEXEES	Egypt	92053 August 29, 1994	92053 February 24, 2001
13	FLEXEES	Japan	2003-31286 April 17, 2003	4793568 August 13, 2004