

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
Designs Apparel, Inc.		12/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., The Agent
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	1792707	ALEXANDER LLOYD
Registration Number:	2443351	B&T FACTORY STORE
Registration Number:	2415558	B&T BIG & TALL FACTORY STORE
Registration Number:	1553379	BIG & TALL
Registration Number:	2080852	BIG & TALL CASUAL MALE
Registration Number:	2159159	CANYON RIDGE
Registration Number:	2838614	CASUAL MALE
Registration Number:	2198042	CASUAL MALE
Registration Number:	2036883	CASUAL MALE BIG & TALL
Registration Number:	2080851	CASUAL MALE BIG & TALL
Registration Number:	3067127	DRY-ACTION
Registration Number:	2997389	FLEX-ZONE
Registration Number:	2810224	GLACIER TEC
Registration Number:	2490404	GRADE A JEANS

CH \$1290.00 1792707

Registration Number:	2635630	GRANDE CENTRAL BIG & TALL CLOTHING CO.
Registration Number:	2531456	HARBOR BAY
Registration Number:	2471393	HB SPORT HARBOR BAY
Registration Number:	2566969	H B SPORT HARBOR BAY
Registration Number:	1034385	HIGH AND MIGHTY
Registration Number:	1171694	HIGH & MIGHTY
Registration Number:	1974456	HIMALAYA
Registration Number:	1975575	HIMALAYA OUTFITTERS
Registration Number:	2066172	24K JARED M. CUSTOM CLOTHING
Registration Number:	2821037	JARED M.
Registration Number:	2018824	NATURAL EXCHANGE BY ALEXANDER LLOYD
Registration Number:	2938844	NECK-RELAXER
Registration Number:	2652826	REPP
Registration Number:	2667795	REPP
Registration Number:	1242946	REPP, LTD.
Registration Number:	2346534	REPP TECH
Registration Number:	2975701	ROCHESTER SPORT FOR BIG & TALL MEN
Registration Number:	2997388	STAIN-FIGHTER
Registration Number:	2643269	THINK BIG
Registration Number:	2324049	THINK BIG
Registration Number:	2802643	THINK BIG
Registration Number:	2650656	WAIST-RELAXER
Serial Number:	76665689	BTDIRECT.COM
Serial Number:	78856399	CASTAGNE
Serial Number:	78541955	CASUAL MALE SIGNATURE COLLECTION
Serial Number:	78715487	CASUAL MALE XL
Serial Number:	78715516	CASUAL MALE XL
Serial Number:	78541965	CM SPORT BY CASUAL MALE
Serial Number:	76666403	ISLAND OUTFITTERS
Serial Number:	78900495	JARED M.
Serial Number:	76646746	JM JARED M
Serial Number:	78582824	ROCHESTER
Serial Number:	78582818	ROCHESTER BIG & TALL
Serial Number:	78541960	SIGNATURE COLLECTION BY CASUAL MALE
Serial Number:	76664682	SYNTHESIS

Serial Number:	78588204	TRAVELER TECHNOLOGY
Serial Number:	78537945	COMFORT ZONE BY CASUAL MALE

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6120803B
NAME OF SUBMITTER:	Chrisotpher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	01/10/2007

Total Attachments: 10
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**AMENDED AND RESTATED TRADEMARK AND TRADEMARK APPLICATIONS
SECURITY AGREEMENT**

December 28, 2006

THIS AGREEMENT is made between

Bank of America, N.A, a national banking association with offices at 40 Broad Street, Boston, Massachusetts 02109, as Collateral Agent (in such capacity, the "**Agent**") for the Revolving Credit Lenders, and the Last Out Revolving Lenders (hereinafter collectively, the "**Lenders**")

And

Designs Apparel, Inc. (hereinafter, the "**Borrower**"), a Delaware corporation with its principal executive offices at 555 Turnpike Street, Canton, Massachusetts 02021

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. BACKGROUND:

- (a) Fleet Retail Group, LLC (f/k/a Fleet Retail Group, Inc.), as Administrative Agent and Collateral Agent thereunder (the "**Existing Agent**"), the Borrower, and certain other parties entered into the Fourth Amended and Restated Loan and Security Agreement dated as of October 29, 2004 (as amended from time to time and in effect, the "**Existing Loan Agreement**"), pursuant to which a credit facility was established in favor of the Borrower and certain other parties, and under which the Borrower's Liabilities were secured by certain of the Borrower's assets, including all Marks, as set forth in that certain Trademark and Trademark Applications Security Agreement dated as of October 29, 2004 (the "**Existing Trademark Security Agreement**").
- (b) Fleet Retail Group, LLC has assigned its interests in the Existing Trademark Security Agreement and the trademarks set forth therein to Agent pursuant to a Assignment of Amended and Restated Trademark and Trademark Applications Security Agreement of even date herewith.
- (c) The Agent, Bank of America, N.A., as Administrative Agent, the Lenders, Casual Male Retail Group, Inc., and Borrower, have entered into that certain Fifth Amended and Restated Loan and Security Agreement of even date herewith (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**"), pursuant to which a credit facility has been established in favor of the Borrowers and under which the Liabilities are

to be secured by certain of the Borrower's assets, including all Marks. (Terms used herein which are defined in the Loan Agreement are used as so defined).

NOW THEREFORE, in consideration of the mutual covenants contained herein and benefits derived herefrom, the parties hereto agree that the Existing Trademark Security Agreement shall be amended and restated in its entirety as follows:

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby creates a security interest in favor of the Agent (for the benefit of the Agent and the Lenders), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):
 - (a) All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
 - (b) All renewals of any of the foregoing.
 - (c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
 - (d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
 - (e) All of Borrower's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake the following with respect to each item respectively described in Sections 2(a) and 2(b) (collectively, the "Marks"):
 - (a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
 - (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
 - (c) At the Borrower's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's discretion, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, the Borrower shall not be required to take the above actions with respect to any Marks to the extent the Borrower deems such Marks not necessary or not appropriate to its business.

4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower represents and warrants that:
- (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.
 - (b) All TM Collateral is and shall remain, free and clear of all liens, encumbrances, or security interests of any Person other than the Agent and except for Permitted Encumbrances.
 - (c) The Borrower shall give the Agent written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:
 - (i) The Borrower's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any additional registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).
 - (ii) The Borrower's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).
 - (iii) The Borrower's entering into any new trademark license agreement or service mark license agreement.
5. **AGREEMENT APPLIES TO FUTURE MARKS:**
- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4, above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.
 - (b) The Borrower hereby authorizes the Agent, following the occurrence and during the continuance of an Event of Default, to take all such action to protect the Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior to the Agent's giving of notice to the Borrower following the occurrence, and during the continuance, of an Event of Default, the Borrower shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties, *provided, however:*

- (a) The Borrower first provides the Agent with written notice of the Borrower's intention to so sue for enforcement of any Mark.
- (b) Any money damages awarded or received by the Borrower on account of such suit (or the threat of such suit) shall constitute TM Collateral.
- (c) Following the occurrence, and during the continuance, of any Event of Default, the Agent, by notice to the Borrower may terminate or limit the Borrower's rights under this Section 6.

7. **AGENT'S ACTIONS TO PROTECT MARKS:** In the event of

- (a) the Borrower's failure, within five (5) days of written notice from the Agent, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3; and/or
- (b) the occurrence of any Event of Default,

the Agent, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the Borrower's place and stead and/or in the Agent's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence, and during the continuance, of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the UCC, with respect to the Marks, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **AGENT AS ATTORNEY IN FACT:**

- (a) The Borrower hereby irrevocably constitutes and designates the Agent as and for the Borrower's attorney in fact, effective following the occurrence, and during the continuance, of any Event of Default:
 - (i) To exercise any of the rights and powers referenced in Sections 3, 5 and 6.
 - (ii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.
- (c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. **AGENT'S RIGHTS:**

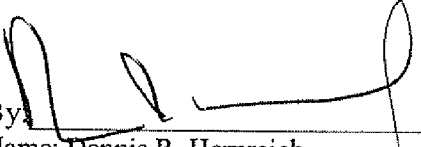
- (a) Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Lenders' rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- (b) None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are ineffective except following the occurrence of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. In that regard, the Borrower confirms that (a) all representations and covenants set forth in the Loan Agreement with respect to Collateral are applicable to the Marks, and (b) the Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral under the Loan Agreement. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DESIGNS APPAREL, INC.
(The "Borrower")

By: 

Name: Dennis R. Herreich
Title: Executive Vice President, Chief
Operating Officer, Chief Financial
Officer, Treasurer and Secretary

BANK OF AMERICA, N.A.
(The "Agent")

By: _____

Name: Kathleen A. Dimock
Title: Managing Director

DESIGNS APPAREL, INC.
(The "Borrower")

BANK OF AMERICA, N.A.
(The "Agent")

By: _____
Name: Dennis R. Hernreich
Title: Executive Vice President, Chief
Operating Officer, Chief Financial
Officer, Treasurer and Secretary

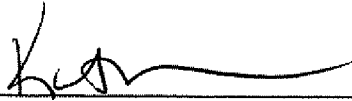
By:  _____
Name: Kathleen A. Dimock
Title: Managing Director

Exhibit A

UNITED STATES TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
ALEXANDER LLOYD	1792707
B&T FACTORY STORE & design (SM)	2443351
B&T BIG & TALL FACTORY STORE & design (SM)	2415558
BIG & TALL & design (SM) (stylized)(yellow)	1553379 (Supp.)
BIG & TALL CASUAL MALE & design (SM)	2080852
CANYON RIDGE	2159159
CASUAL MALE	2838614
CASUAL MALE (SM)	2198042
CASUAL MALE BIG & TALL (SM)	2036883
CASUAL MALE BIG & TALL & design (SM)	2080851
CASUAL MALE XL & design (SM)	T06000000743 (Florida)
DRY-ACTION	3067127
FLEX-ZONE	2997389
GLACIER TEC	2810224
GRADE A JEANS	2490404
GRANDE CENTRAL BIG & TALL CLOTHING CO.	2635630
HARBOR BAY	2531456
HB SPORT HARBOR BAY	2471393
HB SPORT HARBOR BAY & design	2566969
HIGH AND MIGHTY	1034385
HIGH & MIGHTY (SM)	1171694
HIMALAYA	1974456
HIMALAYA OUTFITTERS	1975575

24K JARED M. CUSTOM CLOTHING **	2066172
JARED M. (stylized) **	2821037
NATURAL EXCHANGE BY ALEXANDER LLOYD	2018824
NECK-RELAXER	2938844
REPP	2652826 (Supp.)
REPP (SM)	2667795
REPP, LTD. & design	1242946
REPP TECH	2346534
ROCHESTER SPORT FOR BIG & TALL MEN *	2975701
STAIN-FIGHTER	2997388
THINK BIG	2643269
THINK BIG (SM)	2324049
THINK BIG (multi-classification novelty items)	2802643
WAIST-RELAXER	2650656

* By way of assignment pursuant to acquisition of Rochester Big & Tall Clothing on October 29, 2004.

** By way of assignment pursuant to acquisition of JM Leather, Inc. on May 2, 2006.

UNITED STATES TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NUMBER</u>
BTDIRECT.COM (SM)	76/665689
CASTAGNE (Italian translation "Chestnuts")	78/856399
CASUAL MALE SIGNATURE COLLECTION	78/541955
CASUAL MALE XL	78/715487
CASUAL MALE XL (SM)	78/715516
CM SPORT BY CASUAL MALE	78/541965
COMFORT ZONE BY CASUAL MALE	78/537945
COMFORT ZONE BY GEORGE FOREMAN	78/332284 (discontinue use 12/31/06)
GEORGE FOREMAN SIGNATURE COLLECTION	78/349916 (discontinue use 12/31/06)
GF SPORT BY GEORGE FOREMAN	78/310354 (discontinue use 12/31/06)
ISLAND OUTFITTERS	76/666403
JARED M.	78/900495
JARED M. (SM)	Pending
JM JARED M. (wing crest design)	76/646746
ROCHESTER	78/582824
ROCHESTER BIG & TALL (SM)	78/582818
SIGNATURE COLLECTION BY CASUAL MALE	78/541960
SIGNATURE COLLECTION BY GEORGE FOREMAN	78/381729 (discontinue use 12/31/06)

SYNTHESIS
TRAVELER TECHNOLOGY

76/664682
78/588204

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