

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Property Security Agreement relating to Trademark Collateral Assignment and Security Agreement recorded on 4/29/1999 at Reel/Frame 1890/0951

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spectratex, Inc.		02/05/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	1133 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1576490	COTTONTOPS
Registration Number:	2554354	HOME CARE CLOTHING
Registration Number:	2338520	SPECTRATEx

**CORRESPONDENCE DATA**

Fax Number: (212)682-6104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-905-3665  
 Email: cpellegrino@oshr.com  
 Correspondent Name: Otterbourg, Steindler, Houston & Rosen  
 Address Line 1: 230 Park Avenue  
 Address Line 2: Attn: Cathleen A. Pellegrino  
 Address Line 4: New York, NEW YORK 10169

**NAME OF SUBMITTER:** James M. Cretella

OP \$90.00 1576490

Signature:

/James M. Cretella/

Date:

02/09/2007

**Total Attachments: 20**

source=SPECTRATEx#page1.tif  
source=SPECTRATEx#page2.tif  
source=SPECTRATEx#page3.tif  
source=SPECTRATEx#page4.tif  
source=SPECTRATEx#page5.tif  
source=SPECTRATEx#page6.tif  
source=SPECTRATEx#page7.tif  
source=SPECTRATEx#page8.tif  
source=SPECTRATEx#page9.tif  
source=SPECTRATEx#page10.tif  
source=SPECTRATEx#page11.tif  
source=SPECTRATEx#page12.tif  
source=SPECTRATEx#page13.tif  
source=SPECTRATEx#page14.tif  
source=SPECTRATEx#page15.tif  
source=SPECTRATEx#page16.tif  
source=SPECTRATEx#page17.tif  
source=SPECTRATEx#page18.tif  
source=SPECTRATEx#page19.tif  
source=SPECTRATEx#page20.tif

**SCHEDULE A**  
**to**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**Trademarks and Applications**

MARK	ORIGINAL APPLICATION NO.	ORIGINAL APPLICATION DATE	ORIGINAL REGISTRATION NO.
Cottontops	73/796,778	5/1/1989	1,576,490
Home Care Clothing	76/190,501	1/5/2001	2,554,354
Spectratex	75/713,409	5/25/1999	2,338,520

[Execution]

AMENDED AND RESTATED TRADEMARK PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK PROPERTY SECURITY AGREEMENT (this "Agreement"), dated February 5, 2007, is by and between SPECTRATEX, INC., a Delaware corporation (formerly known as Cottontops, Inc. and hereinafter referred to as "Debtor"), having its chief executive office at 228 East 45<sup>th</sup> Street, New York, New York 10017, and WACHOVIA BANK, NATIONAL ASSOCIATION (successor by merger to Congress Financial Corporation and referred to herein as the "Lender"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

WITNESSETH:

WHEREAS, Debtor is the owner of the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor and Lender have previously entered into the Trademark Collateral Assignment and Security Agreement, dated March 11, 1999, among Debtor and Lender (as heretofore amended, modified and supplemented, the "Existing Trademark Agreement"), pursuant to which Debtor granted to Lender a security interest in and to the Trademark Property (as hereinafter defined); and

WHEREAS, Debtor, certain affiliates of Debtor and Lender have or are about to amend and restate the Loan and Security Agreement, dated March 11, 1999 (as heretofore amended, modified and supplemented, the "Existing Loan Agreement") and the other agreements, documents and instruments executed or delivered in connection therewith (all of the foregoing, together with the Existing Loan Agreement, as heretofore amended, the "Existing Financing Agreements"), pursuant to which amendment and restatement Lender may make loans and advances and provide other financial accommodations to Debtor as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor and Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and the other agreements, documents and instruments referred to therein or at any time executed or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and the other Financing Agreements and to continue to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Lender certain collateral security and to amend and restate the Existing Trademark Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

778252.4

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Lender (for itself and on behalf of the "Secured Parties" defined in the Loan Agreement), and also confirms, reaffirms, restates and acknowledges its prior grant to Lender of, a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Trademark Property"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"), and (ii) all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED. The security interest, lien and other interests granted to Lender, for itself and for the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Lender, any of the other Secured Parties, and/or any of their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under or otherwise related to or permitted under this Agreement, the Loan Agreement, any of the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement, or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case and including, loans, interest, fees, charges and expenses related thereto and all other obligations of Debtor to Lender or any of the other Secured Parties arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, or secured or unsecured (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Debtor hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) The Trademark Property is, to the knowledge of the Debtor, valid and subsisting and in full force and effect. Debtor owns the sole, full and clear title thereto, and has the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform such acts and execute such documents as are reasonably requested by Lender in order to maintain the Trademark Property, including, without limitation, the filing of any renewal affidavits and applications. The Trademark Property is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under Section 3(c) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Trademark Property or otherwise dispose of any of the Trademark Property without the prior written consent of Lender, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform such acts and execute such documents as may be reasonably requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in the Trademark Property granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Lender to file one or more financing statements (or similar documents) with respect to the Trademark Property. Debtor further authorizes Lender to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, or corresponding government offices in countries other than the United States of America.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Property pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(g) Lender may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Trademark Property, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Lender for any such

payment, which payment shall be deemed an advance by Lender to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify Lender promptly upon filing any application for the registration of a trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Lender thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall, upon the acquisition of any such trademark, automatically apply thereto. Upon the request of Lender, Debtor shall promptly execute and deliver to Lender any and all agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interest in such Trademark in favor of Lender.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor knowingly omit to do any act, whereby the Trademarks may become abandoned, invalidated or unenforceable; provided, that, nothing in the foregoing shall prohibit Debtor from abandoning or permitting to lapse or be cancelled any Trademark that Debtor, in its reasonable business judgment, deems to be of no economic value to Debtor's business; provided, further, that, such abandonment or lapse, to the extent not permitted pursuant to the terms of the Loan Agreement or by the prior written consent of Lender, shall constitute an Event of Default under the Loan Agreement and this Agreement. Debtor shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled or invalidated.

(j) Debtor shall render any reasonable assistance, as Lender may request, in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain any application and registration of the Trademarks as Debtor's property and to protect Lender's interest therein, including, where warranted and without limitation, filing of renewals, affidavits of use and/or affidavits of incontestability.

(k) To the best knowledge of Debtor, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Trademark Property or the benefits of this Agreement granted to Lender, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Lender if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark

or is likely to cause confusion with any Trademark. If requested by Lender, Debtor, at Debtor's expense, shall join with Lender in such action as Lender, in Lender's discretion, may deem advisable for the protection of Lender's security interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks, and Debtor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) related to any claim against Lender arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Trademark Property or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. RIGHTS AND REMEDIES. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred, in addition to all other rights and remedies of Lender or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for under the Financing Agreements.

(a) Lender may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Lender by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Lender may determine to the extent permitted under the Financing Agreements.

(b) Lender may grant such license or licenses relating to the Trademark Property for such term or terms, on such conditions, and in such manner, as Lender shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Trademark Property or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of any Trademark Property is required by law, the giving of five (5) days' prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Lender shall have the



power to buy the Trademark Property or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its reasonable discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Trademark Property pursuant to the terms hereof, Lender may execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademark Property (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Lender on demand all costs incurred in any such transfer of the Trademark Property, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Lender have no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Trademark Property to the actual costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its discretion determine. Debtor shall remain liable to Lender and any of the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Lender on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Lender or to Lender's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Lender's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Lender may deem expedient. No failure or delay on the part of Lender or any other Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. JURY TRIAL WAIVER; OTHER WAIVERS  
AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York, whichever Lender may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with, or related or incidental to, the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the Trademark Property or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Lender against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND LENDER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND LENDER OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND LENDER EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Lender and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender or such Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Lender or any of the other Secured Parties. In any such litigation, Lender and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption

that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

6. MISCELLANEOUS.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Spectratex, Inc.  
228 East 45<sup>th</sup> Street  
New York, New York 10017  
Attention: President  
Telephone No.: (212) 476-0350  
Telecopy No.: (212) 476-0300

with a copy to: Dechert LLP  
30 Rockefeller Plaza  
New York, New York 10112-2200  
Attention: Joel H. Levitin, Esq.  
Telephone No.: (212) 698-3500  
Telecopy No.: (212) 698-3599

If to Lender or Secured Parties: Wachovia Bank, National Association  
1133 Avenue of the Americas  
New York, New York 10036  
Attention: Portfolio Manager  
Telephone No.: (212) 840-2800  
Telecopy No.: (212) 545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Lender or any of the Secured Parties pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 6(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation

(including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. All capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Loan Agreement.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Lender and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender and Debtor. None of Lender, any of the other Secured Parties or Debtor shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender and Debtor. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by a party hereto of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which such party would otherwise have on any future occasion, whether similar in kind or otherwise, unless such waiver expressly provides otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

## 7. ACKNOWLEDGMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that: (i) the Existing Trademark Agreement has been duly executed and delivered by Debtor and is in full force and effect as of the date hereof in accordance with the Final Financing Order (as defined in the Loan Agreement); (ii) as set forth in the Final Financing Order (as defined in the Loan Agreement), the agreements and obligations of Debtor contained in the Existing Trademark Agreement constitute legal, valid and binding obligations of Debtor enforceable against it in accordance with the terms thereof, and Debtor has no valid defense, offset or counterclaim to the enforcement of

such obligations; and (iii) Lender is entitled to all of the rights, remedies and benefits provided for in the Existing Trademark Agreement.

(b) This Agreement is an amendment and restatement of the Existing Trademark Agreement, the terms and conditions of which are superseded in their entirety by the terms and conditions hereof. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the Existing Trademark Agreement, or the liens and security interests securing such indebtedness and other obligations and liabilities.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Debtor and Lender have executed this Agreement as of the day and year first above written.

SPECTRATEx, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL ASSOCIATION

By: Sang Kim

Name: Sang Kim

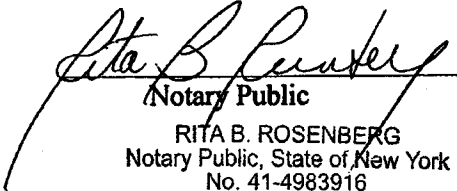
Title: Vice President

TRADEMARK

REEL: 003479 FRAME: 0166

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 2<sup>nd</sup> day of February, 2007, before me personally came ANTHONY F. COADINO, to me known, who being duly sworn, did depose and say, that he is the PRESIDENT of SPECTRATEX, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public  
RITA B. ROSENBERG  
Notary Public, State of New York  
No. 41-4983916  
Qualified in New York County  
Commission Expires July 8, 2007



STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On this 2 day of February, 2007, before me personally came Sung Kim, to me known, who being duly sworn, did depose and say, that he is the Vice Pres. of WACHOVIA BANK, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Maria Camacho  
Notary Public

MARIA CAMACHO  
NOTARY PUBLIC, State of New York  
No.: 01CA5086952  
Qualified in Wash. County  
Certificate Filed in New York County  
Commission Expires October 27, 2007

EXHIBIT A  
TO  
AMENDED AND RESTATED TRADEMARK PROPERTY SECURITY AGREEMENT

List of Trademarks and Trademark Applications

Trademark	Registration Number	Registration Date	Expiration Date
-----------	------------------------	----------------------	--------------------

778252.4

ALL MARKS FOR REGISTRANT: SPECTRATEX, INC.

Country	Mark Name	Orig App No	Org App Dt	Orig Reg No	Org Reg
Dt Status	Sub Status Renewal				
United States	COTTONTOPS and	73/796,778	5/1/1999	1,576,490	
1/9/1999	Registered	1/9/2010			

GOODS:

Pants and shorts

United States	HOME CARE	76/190,501	1/5/2001	2,554,351	
3/26/2002	Registered	3/26/2012			

GOODS:

Shirts and pants for men and women, and dresses

United States	SPECTRATEX	75/713,409	5/25/1999	2,938,529	
4/4/2000	Registered	4/4/2010			

GOODS:

Preparation and treatment of fabric and dyeing of clothing

Canada	COTTONTOPS and	687,799	8/12/1991	TMA412,834	
5/28/1993	Registered	5/28/2008			

GOODS:

Sweaters, pants, shorts, cover-ups and shirts

EXHIBIT B  
TO  
AMENDED AND RESTATED TRADEMARK PROPERTY SECURITY AGREEMENT

List of Licenses

778252.4

EXHIBIT C  
TO  
AMENDED AND RESTATED TRADEMARK PROPERTY SECURITY AGREEMENT

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

STATE OF )  
 ) ss.:  
COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS, that SPECTRATEX, INC., a Delaware corporation ("Debtor"), having an office at 228 East 45<sup>th</sup> Street, New York, New York 10017, hereby appoints and constitutes, severally, WACHOVIA BANK, NATIONAL ASSOCIATION ("Lender"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

Execution and delivery of such agreements, documents, instrument of assignment, or other papers as may be permitted under the Security Agreement (as defined below) and which Lender, in its reasonable discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark Property Security Agreement, dated of even date herewith, between Debtor and Lender (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Lender.

Dated: February \_\_, 2007

SPECTRATEX, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

