

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
Warnaco Inc.		01/31/2006	CORPORATION:
The Warnaco Group, Inc.		01/31/2006	CORPORATION:
Ocean Pacific Apparel Corp.		01/31/2006	CORPORATION:
CCC Acquisition Corp.		01/31/2006	CORPORATION:
Warnaco Swimwear Inc.		01/31/2006	CORPORATION:
Warnaco Swimwear Products Inc.		01/31/2006	CORPORATION:
Warnaco U.S., Inc.		01/31/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc. as Collateral Agent
Street Address:	388 Greenwich Street, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78635449	COMFORT SLIMMING
Registration Number:	2265785	CATALINA
Serial Number:	78904112	EVERYBODY TANK
Serial Number:	78459938	AQUANETICS
Registration Number:	2394293	AQUANETICS
Registration Number:	1817571	AUTHENTIC FITNESS
Registration Number:	2463481	AUTHENTIC FITNESS
Registration Number:	2527691	AUTHENTIC SLEEPWEAR
Registration Number:	2534346	AUTHENTIC SPORT BRA

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Registration Number:	2208173	BEACHERS
Registration Number:	2525546	BEGIN TO SWIM
Registration Number:	2889407	EAR SOCK
Registration Number:	0671579	EDELWEISS
Registration Number:	2457542	FRIENDLY FIT
Serial Number:	78794047	HARBOR ROAD
Registration Number:	2490239	HYDRO SPEX
Registration Number:	0684099	MOUNT HOOD
Serial Number:	78211268	MOUNTAIN GOAT
Serial Number:	78373320	MOUNTAIN GOAT
Serial Number:	78923454	
Registration Number:	2380983	ROOFER
Registration Number:	0826908	SEA ROVERS
Registration Number:	2828255	SUNGLES
Registration Number:	2249737	SWIMFOIL
Registration Number:	2465860	TEE SWEATS BY AUTHENTIC FITNESS
Registration Number:	0647634	THERMOFILL

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jacob.fisher@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Jacob Fisher

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0104
NAME OF SUBMITTER:	Jacob Fisher
Signature:	/Jacob Fisher/
Date:	02/16/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2006, by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Citicorp North America, Inc., ("**CNAI**"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of January 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Warnaco Inc. (the "**Borrower**"), The Warnaco Group, Inc. ("**Group**") the Lenders and Issuers party thereto, CNAI, as agent for the Lenders and Issuers, and JPMorgan Chase Bank, as syndication agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to a Guaranty pursuant to which they have guaranteed the Obligations of the Borrower under the Credit Agreement; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agents and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby conveys, mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations, divisions, continuations, renewals and extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement

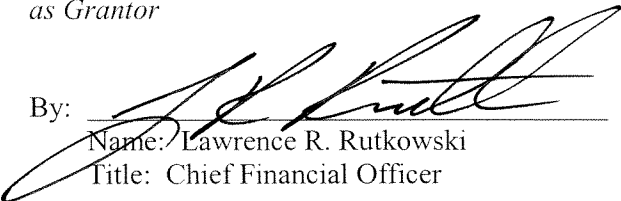
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

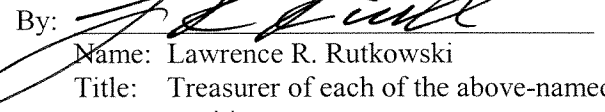
WARNACO INC.,
as Grantor

By: 
Name: Lawrence R. Rutkowski
Title: Chief Financial Officer

THE WARNACO GROUP, INC.,
as Grantor

By: 
Name: Lawrence R. Rutkowski
Title: Chief Financial Officer

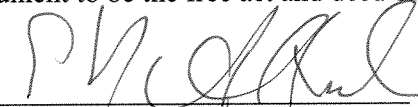
CCC ACQUISITION CORP.
OCEAN PACIFIC APPAREL CORP.
WARNACO SWIMWEAR INC.
WARNACO SWIMWEAR PRODUCTS INC.
WARNACO U.S., INC.,
as Grantors

By: 
Name: Lawrence R. Rutkowski
Title: Treasurer of each of the above-named entities

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
) ss.
COUNTY OF NY)

On this 31st day of January, 2006 before me personally appeared Lawrence R. Rutkowski proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of the mentioned entity who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

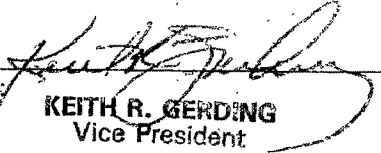


Notary Public

ERICKA N. ALFORD
Notary Public, State of New York
No. 02AL6065673
Qualified in New York County
Commission Expires Oct. 22, 2009

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent for the Revolving Credit Secured Parties,
as Collateral Agent for the Term Loan Secured Parties, and
as Collateral Agent for the Secured Parties

By: 
Name: **KEITH R. GERDING**
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Warnaco Swimwear Inc.

<i>Country</i>	<i>Trademark</i>	<i>Class</i>	<i>App. No.</i>	<i>File Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
<i>United States</i>						
	COMFORT SLIMMING	25 Int.	78/635,449	23-May-2005		
	CATALINA	IN 9	75/978,433	24-Oct-1995	2,265,785	27-Jul-1999
	EVERYBODY TANK	25 Int.	78/904,112	08-Jun-2006		

Warnaco Swimwear Products Inc.

<i>Country</i>	<i>Trademark</i>	<i>Class</i>	<i>App. No.</i>	<i>File Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
<i>United States</i>						
	AQUANETICS	25 Int.	78/459,938	30-Jul-2004		
	AQUANETICS	IN 28	75/670,013	29-Mar-1999	2,394,293	10-Oct-2000
	AUTHENTIC FITNESS	IN 42	74/296,948	23-Jul-1992	1,817,571	18-Jan-1994
	AUTHENTIC FITNESS	IN 35	75/848,464	15-Nov-1999	2,463,481	26-Jun-2001
	AUTHENTIC SLEEPWEAR	IN 25	74/561,945	17-Aug-1994	2,527,691	08-Jan-2002
	AUTHENTIC SPORT BRA	IN 25	74/561,936	17-Aug-1994	2,534,346	29-Jan-2002
	BEACHERS	IN 25	75/273,021	11-Apr-1997	2,208,173	08-Dec-1998
	BEGIN TO SWIM (STYLIZED) & DESIGN	IN 28	75/588,242	13-Nov-1998	2,525,546	01-Jan-2002
	EAR SOCK	IN 9	75/781,299	24-Aug-1999	2,889,407	28-Sep-2004
	EDELWEISS	NA 39	035,887	20-Aug-1957	671,579	23-Dec-1958
	FRIENDLY FIT	IN 25	75/248,507	14-Feb-1997	2,457,542	05-Jun-2001
	HARBOR ROAD AND DESIGN	25 Int.	78/794,047	18-Jan-2006		
	HYDRO SPEX	IN 28	75/912,905	08-Feb-2000	2,490,239	18-Sep-2001
	MOUNT HOOD	NA 39	62,046	06-Nov-1958	684,099	25-Aug-1959
	MOUNTAIN GOAT	IN 25	78/211,268	05-Feb-2003		
	MOUNTAIN GOAT & DESIGN	25 Int.	78/373,320	24-Feb-2004		
	MOUNTAIN GOAT SYMBOL	IN 25	78/923,454	06-Jul-2006		
	ROOFER	IN 25	75/693,448	29-Apr-1999	2,380,983	29-Aug-2000
	SEA ROVERS	IN 25	226,079	19-Aug-1965	826,908	04-Apr-1967
	SUNGLES	IN 9	76/228,308	21-Mar-2001	2,828,255	30-Mar-2004
	SWIMFOIL	IN 28	75/510,057	29-Jun-1998	2,249,737	01-Jun-1999
	TEE SWEATS BY AUTHENTIC FITNESS	IN 25	74/607,636	06-Dec-1994	2,465,860	03-Jul-2001
	THERMOFILL	IN 22	015,851	17-Sep-1956	647,634	02-Jul-1957

Thursday, February 15, 2007

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