

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
NCC INDUSTRIES, INC.		06/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1362067	BODY LUXURY
Registration Number:	0775013	LILYETTE
Registration Number:	1071869	MINIMIZER
Registration Number:	0517038	RE-FLEX-ION
Registration Number:	1443299	THE RIGHT SUPPORT FOR YOU

CORRESPONDENCE DATA

Fax Number: (214)661-4899

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

Phone: 214.953.6500

Email: daltmdept@bakerbotts.com

Correspondent Name: Priscilla L. Dunckel

Address Line 1: 2001 Ross Avenue

Address Line 2: SUITE 600

Address Line 4: Dallas, TEXAS 75201

900079492

TRADEMARK
REEL: 003562 FRAME: 0070

CH \$140.00 1362067

ATTORNEY DOCKET NUMBER:	067037.0103
NAME OF SUBMITTER:	Priscilla L. Dunckel
Signature:	/Priscilla L. Dunckel/
Date:	06/15/2007
<p>Total Attachments: 5 source=NCC Grant of Trademark#page1.tif source=NCC Grant of Trademark#page2.tif source=NCC Grant of Trademark#page3.tif source=NCC Grant of Trademark#page4.tif source=NCC Grant of Trademark#page5.tif</p>	

Effective Date:

June 15, 2007

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, NCC INDUSTRIES, INC., a Delaware 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, Maidenform, Inc., a New York corporation, has entered into a Credit Agreement dated as of June 15, 2007 (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**"), Maidenform Brands, Inc., a Delaware corporation, and Bank of America, N.A., 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, Grantor has executed and delivered that certain Guaranty dated as of June 15, 2007 (said Guaranty, 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 "**Guaranty**") in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 15, 2007 (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.

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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 Effective Date.

NCC INDUSTRIES, INC.

By: 

Name: Steven N. Masket

Title: Executive Vice President and Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U. S. Trademarks and Trademark Applications

Company	Trademark	Number	Date	Country
NCC Industries, Inc.	BODY LUXURY	1362067	Sept 24 1985	USA
NCC Industries, Inc.	LILYETTE	775013	Aug 11 1964	USA
NCC Industries, Inc.	MINIMIZER	1071869	Aug 23 1977	USA
NCC Industries, Inc.	REFLEXION (Stylized)	517038	Nov 1 1949	USA
NCC Industries, Inc.	THE RIGHT SUPPORT FOR YOU	1443299	Jun 16 1987	USA

Foreign Trademarks and Trademark Applications

Country	Trademark	Number	Date	Country
NCC Industries, Inc.	LILYETTE	A498163	Oct 26 1988	Australia
NCC Industries, Inc.	LILYETTE script	11,466	Nov 13 1984	Bahamas
NCC Industries, Inc.	LILYETTE in Stylized Lettering	TM/10861	Feb 10 2002	Bahrain
NCC Industries, Inc.	LILYETTE	10425		Bermuda
NCC Industries, Inc.	LILYETTE	50354		Bolivia
NCC Industries, Inc.	LILYETTE	50353		Bolivia
NCC Industries, Inc.	LILYETTE	13783		Brunei
NCC Industries, Inc.	LILYETTE		Pending	Cambodia
NCC Industries, Inc.	FASHION SUPPORT	418315	Oct 15 1993	Canada
NCC Industries, Inc.	IT'S AMAZING	506609	Jan 15 1999	Canada
	LA DIFFERENCE...FITS YOUR			
NCC Industries, Inc.	MOOD	412721	May 21 1993	Canada
NCC Industries, Inc.	LILYETTE	240698	Mar 7 1980	Canada
	LILYETTE BRAS PANTIES			
NCC Industries, Inc.	YOUR UNDERNEATH. Stylized	454162	Feb 16 1996	Canada
NCC Industries, Inc.	MINIMIZER	240699	Mar 7 1980	Canada
NCC Industries, Inc.	MINIMIZER	399381	Jun 19 1992	Canada
NCC Industries, Inc.	THE AMAZING BRA	506611	Jan 15 1999	Canada
	THE RIGHT SUPPORT FOR			
NCC Industries, Inc.	YOU	418314	Oct 15 1993	Canada
NCC Industries, Inc.	LILYETTE script	2888831	May 30 1987	China (PRC)
NCC Industries, Inc.	LILYETTE	124428		Colombia
NCC Industries, Inc.	LILYETTE	67196	Dec 22 1986	Costa Rica
				Dominican
NCC Industries, Inc.	LILYETTE script	38984	Jun 20 1985	Republic
NCC Industries, Inc.	LILYETTE	232085	Sept 26 1985	Ecuador
NCC Industries, Inc.	LILYETTE	4367	Feb 12 1997	Gaza
NCC Industries, Inc.	LILYETTE	52249	Jul 1 1987	Guatemala
NCC Industries, Inc.	LILYETTE script	381/146	Jul 17 1985	Haiti
NCC Industries, Inc.	LILYETTE script	45179		Honduras
NCC Industries, Inc.	LILYETTE	11601989		Hong Kong
NCC Industries, Inc.	LILYETTE	60914		Iran
NCC Industries, Inc.	LILYETTE	109978	Mar 3 1998	Israel

NCC Industries, Inc.	LILYETTE	22147		Jamaica
NCC Industries, Inc.	LILYETTE	23568		Jordan
NCC Industries, Inc.	LILYETTE angle script	121368	Dec 18 1985	Korea (South)
NCC Industries, Inc.	LILYETTE	18280	Oct 30 1986	Kuwait
NCC Industries, Inc.	LILYETTE		Pending	Laos
NCC Industries, Inc.	LILYETTE	85327	Dec 4 2000	Lebanon
NCC Industries, Inc.	LILYETTE script	85001228	Mar 21 1985	Malaysia
NCC Industries, Inc.	LILYETTE	390892	Jun 18 1990	Mexico
				Netherlands
NCC Industries, Inc.	LILYETTE script	00635	Jul 29 1985	Antilles
NCC Industries, Inc.	LILYETTE	199541	Dec 21 1993	New Zealand
NCC Industries, Inc.	LILYETTE	84553	Nov 18 1984	Pakistan
NCC Industries, Inc.	LILYETTE script	279778	Oct 23 1985	Paraguay
NCC Industries, Inc.	LILYETTE	061259		Peru
NCC Industries, Inc.	LILYETTE	185/43	Aug 30 1988	Saudi Arabia
NCC Industries, Inc.	LILYETTE script	963/85	Mar 7 1985	Singapore
NCC Industries, Inc.	LILYETTE	84/8772	Sep 28 1984	South Africa
NCC Industries, Inc.	LILYETTE & Device	48747	Jan 23 1985	Sri Lanka
NCC Industries, Inc.	LILYETTE script	11547	Mar 14 1985	Surinam
NCC Industries, Inc.	LILYETTE	276104	Apr 4 2005	Switzerland
NCC Industries, Inc.	LILYETTE	17606	Sep 23 1986	Syria
NCC Industries, Inc.	LILYETTE script	298326	Sep 16 1985	Taiwan
NCC Industries, Inc.	LILYETTE		Pending	Thailand
NCC Industries, Inc.	LILYETTE	93163	Jun 18 1986	Turkey
				United Kingdom
NCC Industries, Inc.	LILYETTE	1240187		Uruguay
NCC Industries, Inc.	LILYETTE script	361677		Vietnam
NCC Industries, Inc.	LILYETTE		Pending	West Bank
NCC Industries, Inc.	LILYETTE	4940	Mar 11 1997	