

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Warnaco U.S., Inc.		05/01/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	335 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	77546104	COMFORT'S BACK!
Serial Number:	77691520	COVERAGE LEVEL 1 2 3 LESS MORE
Serial Number:	77653276	CUSTOMIZED LIFT
Serial Number:	77543617	ELEMENTS OF BLISS PRETTY
Serial Number:	77576967	LAVISH LIFT
Serial Number:	77546117	NOTHING BUT CURVES
Serial Number:	77666965	NOW MORE PERFECT THAN EVER
Serial Number:	77546124	SHAPESTITCH
Serial Number:	77575623	SIMPLY SENSATIONAL
Serial Number:	77546131	SMART STRAPS
Serial Number:	77636283	ULTIMATE BACK SMOOTHER
Serial Number:	77656332	WARNER'S FREEDOM BACK
Serial Number:	77546314	WARNER'S SHAPING MADE SIMPLE
Serial Number:	77630531	COMFORT BACK

CH \$615.00 77546104

Serial Number:	77651483	ENHANCING YOUR TRUE BEAUTY
Serial Number:	77650857	KISS OF CLEAVAGE
Serial Number:	77554728	O BY OLGA
Serial Number:	77656310	OLGA FREEDOM BACK
Serial Number:	77538519	OLGA LACE INDULGENCE
Serial Number:	77602299	OLGA SHAPING WITH STYLE
Serial Number:	77584221	OLGA SMOOTH LIFT
Serial Number:	77590232	OLGA TOTALLY COMFORTABLE COTTON
Serial Number:	77584230	OLGA'S CHRISTINA PERFECT PLUNGE
Serial Number:	77540558	OS

**CORRESPONDENCE DATA**

Fax Number: (212)836-6337  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128367319  
Email: psomelofske@kayescholer.com  
Correspondent Name: Paul J. Somelofske c/o kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: 16-06  
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	03191-0125
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	05/05/2009

**Total Attachments: 10**  
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TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2009, by Warnaco U.S., Inc. ("**Grantor**") in favor of Bank of America, N.A. ("**BofA**"), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 26, 2008 (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, BofA, as administrative agent and collateral agent for the Lenders and Issuers, and certain other parties thereto, 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, Grantor is party to a Guaranty, dated as of August 26, 2008, pursuant to which Grantor has guaranteed the Obligations of the Borrower under the Credit Agreement;

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 26, 2008, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") pursuant to which Grantor is 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 Agent 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, 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***

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 of Grantor, hereby 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 Grantor (the "**Trademark Collateral**"):

1. all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all Proceeds of any or all 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 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, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WARNACO U.S., INC.,  
*as Grantor*

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

Name: Stanley P. Silverstein  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
*as Collateral Agent for the Secured Parties*

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

Name:  
Title:

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

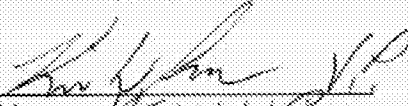
Very truly yours,

WARNACO U.S., INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
as Collateral Agent for the Secured Parties

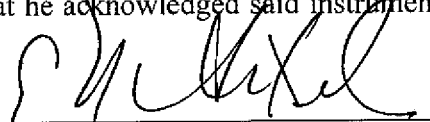
By:   
Name: KEVIN W CORSTON  
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 )  
COUNTY OF New York )

SS.

On this 1st day of May, 2009 before me personally appeared Stanley P. Silvester, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WARNACO U.S., INC., 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  
LIC. #02AL6065673  
COMM. EXP. 10/22/2009  
COMMISSIONED IN NEW YORK COUNTY

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

See Attached.



Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
COMFORT'S BACK!	100135-10751/	Allowed	77/546,104	
	United States of America	25 Int.	13-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
COVERAGE LEVEL 123 GRAPHIC	100135-10781/Z	Pending	77/691,520	
	United States of America	25 Int.	16-Mar-2009	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
CUSTOMIZED LIFT	100135-10773/Z	Pending	77/653,276	
	United States of America	25 Int.	21-Jan-2009	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
ELEMENTS OF BLISS PRETTY	100135-10749/	Allowed	77/543,617	
	United States of America	25 Int.	11-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
LAVISH LIFT	100135-10757/Z	Allowed	77/576,967	
	United States of America	IN 25	23-Sep-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
NOTHING BUT CURVES	100135-10754/	Allowed	77/546,117	
	United States of America	25 Int.	13-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
NOW MORE PERFECT THAN EVER	100135-10777/Z	Pending	77/666,965	
	United States of America	25 Int.	10-Feb-2009	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
SHAPESTITCH	100135-10750/	Allowed	77/546,124	
	United States of America	25 Int.	13-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				

<b>Trademark</b>	<b>Client-Matter/Subcase Country Name</b>	<b>Status Class(es)</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
<b>SIMPLY SENSATIONAL</b>	100135-10756/Z United States of America	Allowed IN 25	77/575,623 22-Sep-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
<b>SMART STRAPS</b>	100135-10752/ United States of America	Allowed 25 Int.	77/546,131 13-Aug-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
<b>ULTIMATE BACK SMOOTHER</b>	100135-10772/Z United States of America	Published 25 Int.	77/636,283 18-Dec-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
<b>WARNER'S FREEDOM BACK</b>	100135-10775/Z United States of America	Published 25 Int.	77/656,332 26-Jan-2009	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
<b>WARNER'S SHAPING MADE SIMPLE</b>	100135-10753/ United States of America	Allowed 25 Int.	77/546,314 13-Aug-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			

<b>Trademark</b>	<b>Client-Matter/Subcase Country Name</b>	<b>Status Class(es)</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
<b>COMFORT BACK</b>	100141-10194/ United States of America	Published 25 Int.	77/630,531 10-Dec-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
<b>ENHANCING YOUR TRUE BEAUTY</b>	100141-10196/ United States of America	Published 25 Int.	77/651,483 16-Jan-2009	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
<b>KISS OF CLEAVAGE</b>	100141-10195/ United States of America	Published 25 Int.	77/650,857 16-Jan-2009	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
<b>O BY OLGA</b>	100141-10188/ United States of America	Allowed 25 Int.	77/554,728 25-Aug-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
<b>OLGA FREEDOM BACK</b>	100141-00719/Z United States of America	Published IN 25	77/656,310 26-Jan-2009	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
<b>OLGA LACE INDULGENCE</b>	100141-10183/ United States of America	Allowed 25 Int.	77/538,519 04-Aug-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
<b>OLGA SHAPING WITH STYLE</b>	100141-10192/ United States of America	Allowed 25 Int.	77/602,299 28-Oct-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
<b>OLGA SMOOTH LIFT</b>	100141-10190/ United States of America	Allowed 25 Int.	77/584,221 02-Oct-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			

<b>Trademark</b>	<b>Client-Matter/Subcase Country Name</b>	<b>Status Class(es)</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
<b>OLGA TOTALLY COMFORTABLE COTTON</b>	100141-10193/ United States of America	Allowed 25 Int.	77590,232 10-Oct-2008	
<i>Related Case:</i> <i>Old Client Code:</i> WAOL				
<b>OLGA'S CHRISTINA PERFECT PLUNGE</b>	100141-10191/ United States of America	Allowed 25 Int.	77/584,230 02-Oct-2008	
<i>Related Case:</i> <i>Old Client Code:</i> WAOL				
<b>OS (STYLIZED)</b>	100141-10187/ United States of America	Allowed 25 Int.	77/540,558 06-Aug-2008	
<i>Related Case:</i> <i>Old Client Code:</i> WAOL				