

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Warnaco Swimwear Inc.		08/30/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Bank of America, N.A., a U.S. National Banking Association, as Collateral Agent		
Street Address:	335 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	A U.S. National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1019457	BEACH 'N BEYOND	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)836-8689		
Email:	stobias@kayescholer.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Stanley Tobias, Legal Assistant		
Address Line 1:	c/o Kaye Scholer LLP, 425 Park Avenue		
Address Line 4:	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	10161		
<b>NAME OF SUBMITTER:</b>	Stanley Tobias, Legal Assistant		
<b>Signature:</b>	/s/ Stanley Tobias		
<b>Date:</b>	09/20/2011		

CH \$40.00 1019457

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**TRADEMARK**  
**REEL: 004626 FRAME: 0898**

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**, dated as of August 30, 2011, by Warnaco Swimwear 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; and

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 SWIMWEAR INC.,  
*as Grantor*

By: 

Name:

Lawrence Rotkowski

Title:

Executive Vice President  
and CFO

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.

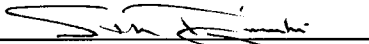
Very truly yours,

WARNACO SWIMWEAR 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: Seth Tyndall  
Title: VP

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

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

See Attached.

<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 of America</i>						
	BEACH 'N BEYOND	IN 25	73/031,832	12-Sep-1974	1,019,457	02-Sep-1975