

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warnaco U.S., Inc.		08/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	77714569	A LITTLE LIFT. A LOT OF FREEDOM.	
Serial Number:	77914569	ABSOLUTE CURVES BY OLGA	
Serial Number:	85232106	BACK TO SMOOTH	
Serial Number:	85253161	BLISSFUL BENEFITS	
Serial Number:	85319012	BODY HEAVEN	
Serial Number:	77651483	ENHANCING YOUR TRUE BEAUTY	
Serial Number:	77714575	FREEDOM BACK	
Serial Number:	78614446	INNERLUXE	
Serial Number:	85285040	INVISIBLE SHAPERS	
Serial Number:	77650857	KISS OF CLEAVAGE	
Serial Number:	77729414	MAXIMIZE YOUR STYLE	
Serial Number:	77729406	MINIMIZE YOUR SHAPE	
Serial Number:	77715112	MINIMIZE YOUR SHAPE MAXIMIZE YOUR STYLE	
Serial Number:	85118443	NOTHING WAISTED	

900202623

TRADEMARK  
REEL: 004627 FRAME: 0130

CH \$765.00 77714569

Serial Number:	77718423	O
Serial Number:	85276693	OLGA POSITIVELY FITTING
Serial Number:	77851549	OLGA'S DISAPPEARING ACT
Serial Number:	85323201	PERFECT MEASURE
Serial Number:	77794138	SIMPLY BLISS
Serial Number:	77777797	THIS IS NOT A BRA
Serial Number:	77900093	W
Serial Number:	85214626	WARNER'S FALL IN LUXE
Serial Number:	85093101	WARNER'S FEEL IT. BELIEVE IT. LOVE IT.
Serial Number:	77956651	WARNER'S FLEX REVOLUTION
Serial Number:	75155900	WARNER'S FRIDAY'S BRA
Serial Number:	85323192	WARNER'S SLEEK PEEK
Serial Number:	77900107	WARNER'S W
Serial Number:	77966927	WHAT YOU UNCOVER IS UP TO YOU
Serial Number:	77870205	WITHOUT A STITCH
Serial Number:	77763189	YOUR FULL FIGURE INDULGENCE

#### CORRESPONDENCE DATA

Fax Number: (212)836-8689

Phone: 212-836-7999

Email: stobias@kayescholer.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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

ATTORNEY DOCKET NUMBER:	10161
NAME OF SUBMITTER:	Stanley Tobias, Legal Assistant
Signature:	/s/ Stanley Tobias
Date:	09/21/2011

#### Total Attachments: 7

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**TRADEMARK**

**REEL: 004627 FRAME: 0131**

**TRADEMARK SECURITY AGREEMENT**, dated as of August 30, 2011, 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; 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 U.S., INC.,  
*as Grantor*

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

Name: Stanley Silverstein

Title: Executive Vice 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: Seth Tyminski  
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>						
	A LITTLE LIFT. A LOT OF FREEDOM.	IN 25	77/714,569	15-Apr-2009	3,819,439	13-Jul-2010
	ABSOLUTE CURVES BY OLGA	25 Int.	77/914,569	19-Jan-2010	3,948,852	19-Apr-2011
	BACK TO SMOOTH	25 Int.	85/232,106	02-Feb-2011		
	BLISSFUL BENEFITS	25 Int.	85/253,161	28-Feb-2011		
	BODY HEAVEN	25 Int.	85/319,012	12-May-2011		
	ENHANCING YOUR TRUE BEAUTY	25 Int.	77/651,483	16-Jan-2009	3,874,083	09-Nov-2010
	FREEDOM BACK	IN 25	77/714,575	15-Apr-2009	3,811,888	29-Jun-2010
	INNERLUXE	24 Int., 25 Int.	78/614,446	22-Apr-2005	3,252,372	12-Jun-2007
	INVISIBLE SHAPERS	25 Int.	85/285,040	04-Apr-2011		
	KISS OF CLEAVAGE	25 Int.	77/650,857	16-Jan-2009	3,874,078	09-Nov-2010
	MAXIMIZE YOUR STYLE	25 Int.	77/729,414	05-May-2009	3,811,955	29-Jun-2010
	MINIMIZE YOUR SHAPE	25 Int.	77/729,406	05-May-2009	3,811,954	29-Jun-2010
	MINIMIZE YOUR SHAPE MAXIMIZE YOUR STYLE	25 Int.	77/715,112	16-Apr-2009	3,846,067	07-Sep-2010
	NOTHING WAISTED	25 Int.	85/118,443	30-Aug-2010		
	O (STYLIZED)	25 Int.	77/718,423	21-Apr-2009	3,698,894	20-Oct-2009
	OLGA POSITIVELY	25 Int.	85/276,693	25-Mar-		



<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>
	FITTING			2011		
	OLGA'S DISAPPEARING ACT	25 Int.	77/851,549	19-Oct- 2009	3,884,106	30-Nov- 2010
	PERFECT MEASURE	IN 25	85/323,201	17-May- 2011		
	SIMPLY BLISS	25 Int.	77/794,138	31-Jul- 2009		
	THIS IS NOT A BRA	25 Int.	77/777,797	09-Jul- 2009	3,935,088	22-Mar- 2011
	W STAR DESIGN	25 Int.	77/900,093	23-Dec- 2009		
	WARNER'S FALL IN LUXE	25 Int.	85/214,626	11-Jan- 2011		
	WARNER'S FEEL IT. BELIEVE IT. LOVE IT.	25 Int.	85/093,101	26-Jul- 2010		
	WARNER'S FLEX REVOLUTION	25 Int.	77/956,651	11-Mar- 2010	3,952,215	26-Apr- 2011
	WARNER'S FRIDAY'S BRA	25 Int.	75/155,900	26-Aug- 1996	2,422,425	23-Jan- 2001
	WARNER'S SLEEK PEEK	IN 25	85/323,192	17-May- 2011		
	WARNER'S W STAR DESIGN	25 Int.	77/900,107	23-Dec- 2009		
	WHAT YOU UNCOVER IS UP TO YOU	25 Int.	77/966,927	24-Mar- 2010		
	WITHOUT A STITCH	IN 25	77/870,205	11-Nov- 2009	3,810,652	29-Jun- 2010
	YOUR FULL FIGURE INDULGENCE	25 Int.	77/763,189	18-Jun- 2009		
	PEPPERMINT	25 Int.	423.294	16-May- 2011		
	PINKU AND DESIGN	25 Int.	423.298	16-May- 2011		
	YOUNG ATTITUDES	25 Int.	423.297	16-May- 2011		