

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		05/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wamaco U.S., Inc.
Street Address:	501 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

Name:	Wamaco Swimwear Products Inc.
Street Address:	501 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1817571	AUTHENTIC FITNESS
Registration Number:	684099	MOUNT HOOD
Registration Number:	2157041	GJM THE LINGERIE COLLECTION
Registration Number:	1816953	PRIVATE PLEASURES

CORRESPONDENCE DATA

Fax Number: 3026365454
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$115.00 1817571

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	673967-7
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/10/2013

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of May 21, 2013 by CITICORP NORTH AMERICA, INC. ("CNAI") in favor of Warnaco U.S., Inc. and Warnaco Swimwear Products Inc. (each, a "Trademark Grantor" and collectively, the "Trademark Grantors").

WHEREAS, each Trademark Grantor executed and delivered to the Collateral Agent a Trademark Security Agreement dated as of February 4, 2003 (the "Security Agreement"; capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Security Agreement), which was recorded with the U.S. Patent and Trademark Office on February 20, 2003 at Reel/Frame number 2673/0896;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, each Trademark Grantor granted to CNAI a lien on and security interest in all of its right, title and interest in, to and under the following:

all of its Trademarks, including, without limitation, those referred to on Schedule A hereto; all renewals and extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and 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 (collectively, the "Trademark Collateral"); and

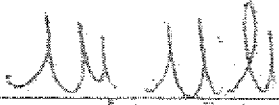
WHEREAS, CNAI acknowledges full performance of all obligations secured pursuant to the Security Agreement, and accordingly has agreed to release its security interest in and continuing lien on all of each Trademark Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CNAI hereby releases, relinquishes and discharges, with respect to each Trademark Grantor, its security interest in and continuing lien on all of such Trademark Grantor's right, title and interest in, to and under the Trademark Collateral, and retransfers and reassigns to such Trademark Grantor any right, title or interest the Collateral Agent may have in or to the Trademark Collateral, all without warranty or representation of any kind.


[Signature Page to Follow]

IN WITNESS WHEREOF, CNAI has caused this Release to be executed and delivered by its duly authorized signatory as of the date first written above.

CITICORP NORTH AMERICA, INC.

By: 
Name: Marni McManus
Title: Vice President

**SCHEDULE A
to
RELEASE**

Owner	Title	Application No. Filing Date	Registration No. Registration Date
Warnaco Swimwear Products Inc.	AUTHENTIC FITNESS	74296948 23-JUL-1992	1817571 18-JAN-1994
Warnaco Swimwear Products Inc.	MOUNT HOOD	72062046 06-NOV-1958	0684099 25-AUG-1959
Warnaco Swimwear Products Inc.		74417350 26-JUL-1993	2157041 12-MAY-1998
Warnaco U.S., Inc.	PRIVATE PLEASURES	74377989 07-APR-1993	1816953 18-JAN-1994