

04-02-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

04-02-02 RECOR 1



102039237

TO: The Commissioner of Patents and Trademarks

See the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- State of Incorporation

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- State of Incorporation

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

04/02/2002 6TON11 00000075 2035871

01 FC:481 40.00 OP
 02 FC:482 250.00 OP
 03 FC:484 120.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002473 FRAME: 0210

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Susan A. Joyce, Esq.

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100

Name Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Joseph T. Makseyn

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Trademark Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s) See Attached

Registration Number(s) See Attached

Three empty boxes for Trademark Application Number(s).

Three empty boxes for Registration Number(s).

Number of Properties

Enter the total number of properties involved. #

11

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$290.00

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number: #

#

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph T. Makseyn

4/1/02

Name of Person Signing

Signature

Date

Seller's United States Trademarks and Patents

TRADEMARK OR PATENT	REGISTERED OR FILED DATE	REGISTRATION OR FILE NUMBER
AKT AXIS & DESIGN	February 4, 1997	2,035,871
AXIS & BUTTON DESIGN	July 9, 1985	1,348,129
AXIS & RECTANGULAR	July 9, 1985	1,348,121
AXIS (BLOCK LETTERS)	June 16, 1987	1,443,640
AXIST	October 7, 1997	75/369,638
BUTTON & TAPE DESIGN	April 18, 1995	1,890,717
CO AXIST	June 8, 1999	75/724,080
GOLF CLASSICS BY AXIS	January 6, 1998	2,126,654
ISLAND FEVER & DESIGN	February 22, 2000	75/493,976
VITA NOVA	June 1, 1996	1,980,260
XTRA ORDINARY BY AXIS	August 13, 1996	1,994,111

**AMENDMENT NO. 1
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, made as of this 4th day of January, 2002, by and between SALANT HOLDING CORPORATION, a Delaware corporation ("Debtor"), with its principal place of business at 1114 Avenue of the Americas, New York, New York 10036 and THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CIT"), having an office at 1211 Avenue of the Americas, New York, New York 10036, in its capacity as "Agent" (as defined in the Credit Agreement referred to below) for the financial institutions now or hereafter party to the Credit Agreement as "Lenders" (as defined in the Credit Agreement, and the Agent being hereinafter referred to as the "Secured Party").

W I T N E S S E T H:

WHEREAS, Lenders and Debtor and Salant Corporation ("Salant", together with Debtor collectively, "Borrowers") have entered into certain financing arrangements pursuant to which Lenders will make loans and advances and provide other financial accommodations to Borrowers as set forth in the Second Amended and Restated Revolving Credit and Security Agreement (the "Credit Agreement"), dated November 30, 2001, among Lenders, Secured Party and Borrowers, together with various other documents, agreements, instruments, guaranties and notes granting collateral security or creating or evidencing indebtedness (all of the foregoing, as the same may now exist or hereafter be amended, modified, supplemented, renewed, extended, restated, or replaced are collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated November 30, 2001, (the "Trademark Security Agreement"); and

WHEREAS, Debtor has received by assignment and registered certain additional trademarks with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this agreement conflicts with any term or provision of the Loan Agreement, the term or provision from the Loan Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

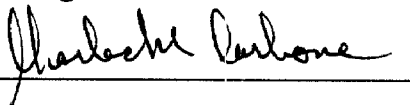
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SALANT HOLDING CORPORATION

By: 

Title: Chief Financial Officer /
Chief Operating Officer

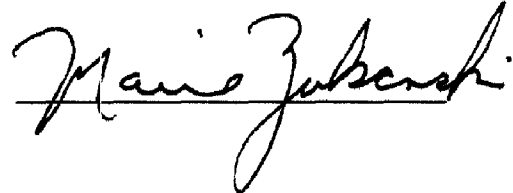
THE CIT GROUP/COMMERCIAL SERVICES,
INC., as agent

By: 

Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

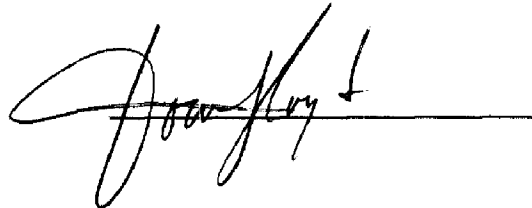
On this 28th day of February, 2002, before me personally came Awadbek K. Siba
CFO, to me known, who being duly sworn, did depose and say, that he/she is the COO +
of SALANT HOLDING CORPORATION, the corporation described in and which
executed the foregoing instrument; and that he/she signed his/her name thereto by order of the
Board of Directors of said corporation.



MARIE ZUKOWSKI
Notary Public, State of New York
No. 41-704257080
Qualified in NYC County
Certificate filed in NYC County
Commission Expires June 30, 2003

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18th day of MARCH, 2002, before me personally came CHARLES M. CARBONE
VICE-PRESIDENT, to me known, who being duly sworn, did depose and say, that he/she is the VICE-PRESIDENT
of THE CIT GROUP/COMMERCIAL SERVICES, INC., the corporation described in
and which executed the foregoing instrument; and that he/she signed his/her name thereto by
order of the Board of Directors of said corporation.



JOAN LLOYD
Notary Public, State of New York
No. 41-4781042
Qualified in Queens County
Certificate filed in NYC County
Commission Expires June 30, 2003

**EXHIBIT A
TO
AMENDMENT NO. 1
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS

[See Attached]

Seller's United States Trademarks and Patents

TRADEMARK OR PATENT	REGISTERED OR FILED DATE	REGISTRATION OR FILE NUMBER
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