

02-28-2001



101623053

FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

SEP 16 2001

2-16-01

### RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record 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
  - Security Agreement
  - License
  - Change of Name
  - Merger
  - Other
- U.S. Government**  
(For Use ONLY by U.S. Government Agencies)
- Departmental File
  - Secret File

#### Conveying Party(ies)

- Mark if additional names of conveying parties attached
- | Name (line 1)                                   | Execution Date |     |      |
|---|----------------|-----|------|
|   | Month          | Day | Year |
| <input type="text" value="WARNACO U.S., INC."/> | 02             | 16  | 01   |
| Name (line 2) <input type="text"/>              |                |     |      |

#### Second Party

- | Name (line 1)  | Execution Date |     |      |
|--|----------------|-----|------|
|  | Month          | Day | Year |
| <input type="text" value="AUTHENTIC FITNESS PRODUCTS INC."/> | 02             | 16  | 01   |
| Name (line 2) <input type="text"/>                           |                |     |      |

#### Receiving Party

- Mark if additional names of receiving parties attached
- 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.)

- Name (line 1)
  - Name (line 2)
  - Address (line 1)
  - Address (line 2)
  - Address (line 3)
- City State/Country Zip Code

#### Domestic Representative Name and Address

Enter for the first Receiving Party only.

- Name
- Address (line 1)
- Address (line 2)
- Address (line 3)
- Address (line 4)

#### FOR OFFICE USE ONLY

02/27/2001 DBYRNE 00000197 09598118

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01 FC:581 80.00 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 information 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

**PATENT**  
**REEL: 011534 FRAME: 0046**

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)  FEB 16 2001

Address (line 3)

Address (line 4)

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

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

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

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09598118"/>	<input type="text" value="09693718"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT	<input type="text"/>	PCT	<input type="text"/>	PCT	<input type="text"/>
PCT	<input type="text"/>	PCT	<input type="text"/>	PCT	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

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

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.*

CHESTER ROTHSTEIN  02/16/01 [94500/6230]

Name of Person Signing Signature Date

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

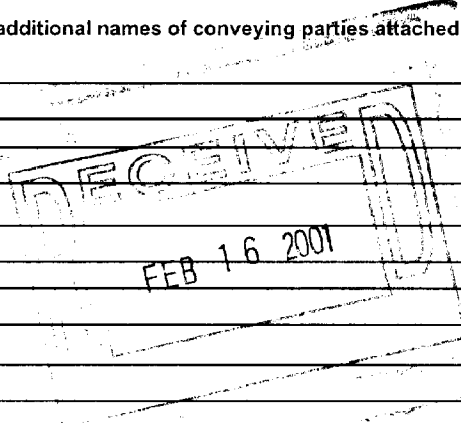
Enter additional Conveying Parties

Name (line 1)	CCC ACQUISITION CORP.
Name (line 2)	
Name (line 1)	
Name (line 2)	
Name (line 1)	
Name (line 2)	

Execution Date  
Month Day Year  
02 16 01

Execution Date  
Month Day Year

Execution Date  
Month Day Year



Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	
Name (line 2)	
Address (line 1)	
Address (line 2)	
Address (line 3)	City State/Country Zip Code
Name (line 1)	
Name (line 2)	
Address (line 1)	
Address (line 2)	
Address (line 3)	City State/Country Zip Code

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.)

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Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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

Patent Application Number(s)


Patent Number(s)


**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT SUPPLEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "**IP Security Agreement Supplement**") dated February 16, 2001, is made by the Persons listed on the signature pages hereof (the "**Grantor**") in favor of State Street Bank and Trust Company, as collateral trustee (the "**Collateral Trustee**") for the Secured Parties (as defined in Annex A to the Facility Agreement referred to below).

**WHEREAS**, The Warnaco Group, Inc. and certain of its subsidiaries have entered into the

- (i) Intercreditor Agreement dated as of October 6, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**") with The Bank of Nova Scotia ("**Scotiabank**"), as Administrative Agent (the "**Administrative Agent**"), Scotiabank and Salomon Smith Barney Inc. ("**SSBI**"), as Lead Arrangers, Scotiabank and Citibank, N.A., as Debt Coordinators (the "**Debt Coordinators**"), Scotiabank, SSBI, Morgan Guaranty Trust Company of New York, Commerzbank A.G. and Société Générale, as Arrangers, the other financial institutions under the Covered Facilities specified therein from time to time parties thereto and the Collateral Trustee; and
- (ii) Facility Agreement dated as of October 6, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**") with The Warnaco Group, Inc. and its Subsidiaries party thereto, the Administrative Agent, the Debt Coordinators and the Collateral Trustee.

Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in Annex A to the Facility Agreement.

**WHEREAS**, pursuant to the Facility Agreement, the Grantor (and each other grantor referred to therein) has executed and delivered that certain Security Agreement dated October 6, 2000 to the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other United States governmental authorities, the Grantor and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Collateral

Trustee dated October 6, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the **"IP Security Agreement"**).

**WHEREAS**, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Collateral Trustee for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other United States governmental authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

### **SECTION 1. Confirmation of Grant of Security**

The Grantor hereby acknowledges and confirms the grant of a security interest to the Collateral Trustee for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the **"Additional Collateral"**):

- (i) The United States patents and patent applications set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the **"Patents"**);
- (ii) The United States trademark and service mark registrations and applications set forth in Schedule I hereto (the **"Trademarks"**); and
- (iii) The United States copyright registrations and applications set forth in Schedule I hereto (the **"Copyrights"**).

### **SECTION 2. Supplement to Security Agreement and IP Security Agreement**

Schedule IV to the Security Agreement and Schedule I to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

### **SECTION 3. Recordation**

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable United States government officer to record this IP Security Agreement Supplement.

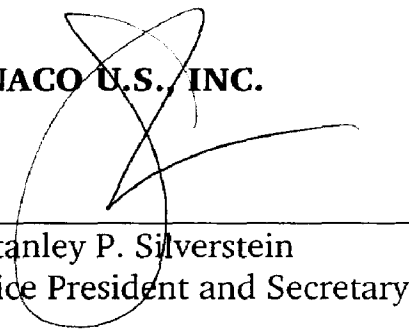
**SECTION 4. Governing Law**

This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

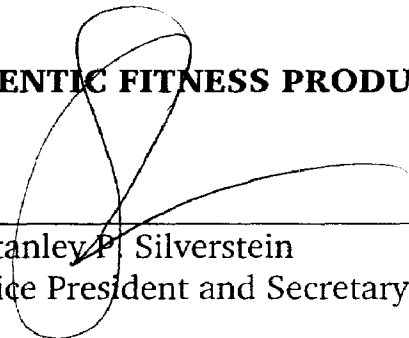
**WARNACO U.S., INC.**

By

  
\_\_\_\_\_  
Stanley P. Silverstein  
Vice President and Secretary

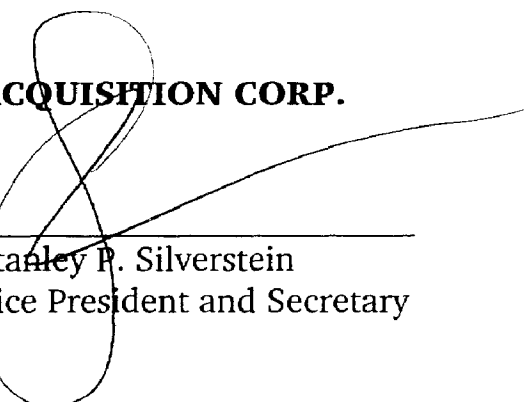
**AUTHENTIC FITNESS PRODUCTS INC.**

By

  
\_\_\_\_\_  
Stanley P. Silverstein  
Vice President and Secretary

**CCC ACQUISITION CORP.**

By

  
\_\_\_\_\_  
Stanley P. Silverstein  
Vice President and Secretary

***Address for Notices:***

90 Park Avenue  
New York, NY 10016

**SCHEDULE I TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT SUPPLEMENT  
(dated February 16, 2001)**

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**AFTER-ACQUIRED INTELLECTUAL PROPERTY - (TRADEMARKS)  
United States**

**I. Warnaco U.S., Inc.**

	<b><u>Appl./Reg. No.</u></b>
BODY COSMETICS	1,140,879
OLGA FEATHERS	2,411,460
WOMANUNDERCOVER	76/075,111
BODYSLIMMERS LACE WORK	76/096,265
ABFAB	76/184,130
IN PERFECT CONTROL	76/096,246
SURPRISING LACE	76/096,268
WARNER'S DOUBLE TAKE COTTON	2,363,826

**II. Authentic Fitness Products Inc.**

	<b><u>Appl./Reg. No.</u></b>
AQUANETICS	2,394,293
AUTHENTIC BASKETBALL	74/553,784

**III. CCC Acquisition Corp.**

CATALINA & DESIGN	1,417,457
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**AFTER-ACQUIRED INTELLECTUAL PROPERTY - (TRADEMARKS)**  
**International**

**I. Warnaco U.S., Inc.**

<b><u>Canada:</u></b>	<b><u>Appl./Reg. No.</u></b>
MY SKIN	1,067,857
SHADOW PLAY	1,607,873
SILK PETALS	1,067,872
TOUCH OF FASHION	1,067,856
ULTIMATE SLEEK	1,067,871
WHAT A BODY	1,067,874

<b><u>Mexico:</u></b>	<b><u>Appl./Reg. No.</u></b>
BECAUSE YOU LOVE NICE THINGS	437732
FRIDAY'S BRA BY WARNER'S	442145
PARA UD QUE AMA LAS COSAS BELLAS	437733

<b><u>United Kingdom:</u></b>	<b><u>Appl./Reg. No.</u></b>
BODYSLIMMERS	2202567
BODYSLIMMERS NANCY GANZ	2202570
NANCY GANZ	2202569

**II. Lejaby S.A. or Euralis**

<b><u>France:</u></b>	<b><u>Appl./Reg. No.</u></b>
SOUTIEN GORGE (DEVICE)	1,459,927

**III. Penhaligon's Limited**

<b><u>Mexico:</u></b>	<b><u>Appl./Reg. No.</u></b>
PENHALIGON'S	676507
PENHALIGON'S	676508



**United Kingdom:**

**Appl./Reg. No.**

BLLENHEIM BOUQUET

2141170

PENHALIGON'S LONDON & BOTTLE DEVICE

2223584

**ABANDONED INTELLECTUAL PROPERTY - (TRADEMARKS)**  
**United States**

**I. Authentic Fitness Products Inc.**

	<b><u>Appl./Reg. No.</u></b>
BANTAMCA	361,448
MOUNTAIN GOAT NSEW	1,708,193
COTE D'AZUR	75/163,688
AUTHENTIC ACTIVEWEAR	75/408,619
T-SWEATS BY AUTHENTIC FITNESS	74/607,635
TEE-SWEAT	75/442,401
TOUR DE FORCE	75/212,675
ABFAB	75/032,024

**II. CCC Acquisition Corp.**

	<b><u>Appl./Reg. No.</u></b>
FRENCH ACCENT	1,085,569

**III. Lejaby S.A.**

	<b><u>Appl./Reg. No.</u></b>
L DE LEJABY (STYLIZED)	1,845,677

**IV. Penhaligons Limited**

	<b><u>Appl./Reg. No.</u></b>
MORNING GLORY	1,812,639

**V. Warnaco U.S., Inc. Trademarks**

**Appl./Reg. No.**

OLGA.COM	74/726,824
SHAPEWEAR	75/781,277
SHAPEWEAR.COM	75/749,948
WARNER'S EASY FITTING	75/211,188
WOMANUNDERCOVER	75/045,630

**ABANDONED INTELLECTUAL PROPERTY - (TRADEMARKS)**  
**International**

**I. Warnaco U.S., Inc.**

<b><u>Canada</u></b>	<b><u>Appl./Reg. No.</u></b>
ABS USA <sup>1</sup>	Z990833A
FRIDAY'S BRA	835,147
<b><u>Mexico:</u></b>	<b><u>Appl./Reg. No.</u></b>
FRIDAY'S BRA	337737

**II. Lejaby S.A. or Euralis**

<b><u>Canada:</u></b>	<b><u>Appl./Reg. No.</u></b>
RASUREL <sup>2</sup>	483782
<b><u>France:</u></b>	<b><u>Appl./Reg. No.</u></b>
SOUTIEN GORGE (VIGNETTE) (LABEL)	

**III. Penhaligon's Limited**

<b><u>France:</u></b>	<b><u>Appl./Reg. No.</u></b>
JUBILEE BOUQUET	1,637,747
MORNING GLORY	1,649,345
<b><u>Germany:</u></b>	<b><u>Appl./Reg. No.</u></b>
MORNING GLORY	40911/3 WZ

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<sup>1</sup> Should not have been on list. Croatian trademark.

<sup>2</sup> Duplicate entry. Deleted one of two.

**AFTER-ACQUIRED INTELLECTUAL PROPERTY - (PATENTS)**  
**United States**

**I. Warnaco U.S., Inc.**

**Appl./Reg. No.**

PUSH-IN UNDERWIRE BRA  
PUSH-IN UNDERWIRE BRA

09/598,118  
09/693,718