

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Warnaco Inc.	01/31/2006
The Warnaco Group, Inc.	01/31/2006
CCC Acquisition Corp.	01/31/2006
Warnaco Swimwear Products Inc.	01/31/2006
Warnaco U.S., Inc,	01/31/2006

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc. as Collateral Agent
Street Address:	388 Greenwich Street, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	D381188
Patent Number:	5954564
Patent Number:	5902170
Patent Number:	D440027
Patent Number:	D419795
Application Number:	09386750
Patent Number:	6203400
Application Number:	29124181
Patent Number:	6375538
Patent Number:	2078760
Patent Number:	5162015

PATENT

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Patent Number:	D414624
Patent Number:	D415368
Patent Number:	D351596
Patent Number:	5643149
Patent Number:	5675842
Patent Number:	D393273
Patent Number:	D394275
Patent Number:	D396649
Patent Number:	D424279
Patent Number:	5820526
Patent Number:	5468200
Patent Number:	D410132
Patent Number:	D423547
Patent Number:	7052127
Patent Number:	5046199
Patent Number:	5347656

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jacob.fisher@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Jacob Fisher

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0104
NAME OF SUBMITTER:	Jacob Fisher

Total Attachments: 10

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of January 31, 2006, by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Citicorp North America, Inc., ("**CNAI**"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of January 31, 2006 (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, CNAI, as agent for the Lenders and Issuers, and JPMorgan Chase Bank, as syndication agent for the Lenders and Issuers, 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, the Grantors other than the Borrower are party to a Guaranty pursuant to which they have guaranteed the Obligations of the Borrower under the Credit Agreement; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agents 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, each 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 Patent Collateral

Each 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, hereby conveys, 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 such Grantor (the "**Patent Collateral**"):

- (a) all of its Patents, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations, divisions, continuations, renewals and extensions of the foregoing; and

(c) 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 Patent 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 Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WARNACO INC.,
as Grantor

By: 

Name: Lawrence R. Rutkowski
Title: Chief Financial Officer

THE WARNACO GROUP, INC.,
as Grantor

By: 

Name: Lawrence R. Rutkowski
Title: Chief Financial Officer

CCC ACQUISITION CORP.
WARNACO SWIMWEAR PRODUCTS INC.
WARNACO U.S., INC.,
as Grantors

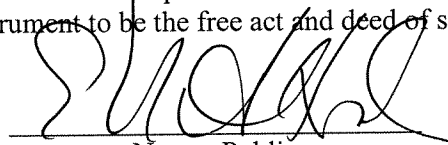
By: 

Name: Lawrence R. Rutkowski
Title: Treasurer of each of the above-named entities

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
COUNTY OF NY) ss.

On this 31st day of January, 2006 before me personally appeared Lawrence R. Rutkowski proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each aforementioned entity who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

ERICKA N. ALFORD
Notary Public, State of New York
No. 02416045673
Qualified in New York County
Commission Expires Oct. 22, 2009

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent for the Revolving Credit Secured Parties,
as Collateral Agent for the Term Loan Secured Parties, and
as Collateral Agent for the Secured Parties

By: 

Name:

KEITH R. GERDING

Title:

Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

PATENTS

Owner: Warnaco Inc

Country: United States

<u>Patent No. / Application No.</u>	<u>Title</u>	<u>Issuance Date / Application Date (status)</u>
DES.381.188	Back of a Sports Bra	July 22, 1997 (Granted)
5,954,564	Undergarment With Natural Feeling Buttock Support	September 21, 1999 (Granted)
5,902,170	Body Shaping Undergarment	May 11, 1999 (Granted)
D,440,027	Undergarment	April 10, 2001 (Granted)
D,419,795	Display Rack (Single)	February 1, 2000 (Granted)
D,414,624	Display Rack (Double Convex)	October 5, 1999 (Granted)
D,415,368	Display Rack (Single)	October 19, 1999 (Granted)
09/386,750	Disproportionate Pants	August 31, 1999 (Allowed)
6,203,400	Push-In Underwire Bra	March 20, 2001 (Granted)
29/124,181	Underwire Bra	June 1, 2000 (Pending)
6,375,538	Push-In Underwire Bra	April 23, 2002 (Granted)
2,078,760	Backless Bust-Supporting Undergarment	April 9, 1996 (Granted)
5,162,015	Backless Bust-Supporting Undergarment	November 10, 1992 (Granted)

Owner: Warnaco Swimwear Products Inc

Country: United States

<u>Patent No.</u>	<u>Title</u>	<u>Issuance Date (status)</u>
D351,596	Radio	October 18, 1994 (Granted)
5,643,149	Fitness Rope	July 1, 1997 (Granted)
5,675,842	Pants With Two Waistbands	October 14, 1997 (Granted)
DES.393,273	Front Piece for Swim Goggles (III)	April 7, 1998 (Granted)
DES.394,275	Front Piece for Swim Goggles (II)	May 12, 1998 (Granted)
DES.396,649	Front Piece for Swim Goggles (I)	April 21, 1998 (Granted)
D424,279	Upper Back Portion of Stretch Bathing Suit	May 9, 2000 (Granted)
5,820,526	Exercise Apparatus	October 13, 1998 (Granted)
5,468,200	Weighted Exercise Glove Having Webbed Fingers	November 21, 1995 (Granted)
D410,132	Inflated Air Belt	May 25, 1999 (Granted)
D423,547	Elastic Goggle	April 25, 2000 (Granted)
7,052,127	One-Piece Integrally-Formed Goggles	May 30, 2006 (Granted)

Owner: S Acquisition Corp.

Country: United States

<u>Patent No.</u>	<u>Title</u>	<u>Issuance Date (status)</u>
5,046,199	Goggles	September 10, 1991 (Granted)

Owner: CCC Acquisition Corp.

Country: United States

<u>Patent No.</u>	<u>Title</u>	<u>Issuance Date</u>
5,347,656	Figure Enhancing Bathing Suit	September 20, 1994 (Granted)