

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
MAIDENFORM, INC.	06/15/2007

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	7048013
Patent Number:	7159621
Application Number:	60463721
Application Number:	60485513
Application Number:	60562885
Application Number:	11106508
Application Number:	60704483
Application Number:	11496154
Application Number:	60908302

CORRESPONDENCE DATA

Fax Number: (214)661-4899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214.953.6500
 Email: daltmdept@bakerbotts.com

CH \$360.00 7048013

Correspondent Name: Priscilla L. Dunckel
Address Line 1: 2001 Ross Avenue
Address Line 2: SUITE 600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

067037.0103

NAME OF SUBMITTER:

Priscilla L. Dunckel

Total Attachments: 5

source=Maidenform Grant of Patent#page1.tif

source=Maidenform Grant of Patent#page2.tif

source=Maidenform Grant of Patent#page3.tif

source=Maidenform Grant of Patent#page4.tif

source=Maidenform Grant of Patent#page5.tif

Effective Date:

June 15, 2007

GRANT OF PATENT SECURITY INTEREST

WHEREAS, MAIDENFORM, INC., a New York corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Maidenform, Inc., a New York corporation, has entered into a Credit Agreement dated as of June 15, 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Maidenform Brands, Inc., a Delaware corporation, and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 15, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole

or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

MAIDENFORM, INC.

By: 

Title: Steven N. Masket, Executive Vice President and Secretary

SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST

Patents Issued:

<u>Company</u>	<u>Patent Name</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Inventor</u>	<u>Country</u>
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	7,048,013	May 23, 2006	Catherine Shannon	USA
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	7,159,621	January 9, 2007	Catherine Shannon	USA

Patents Pending:

<u>Company</u>	<u>Patent Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Inventor</u>	<u>Country</u>
Maidenform, Inc.	SPOTZONE GEL SHOULDER STRAP	60/463,721	April 18, 2003	[Inactive]	USA
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	60/485,513	July 7, 2003	[Inactive]	USA
Maidenform, Inc.	FABRIC COATED FOAM ARTICLE AND METHOD FOR PRODUCING SAME	60/562,885	April 15, 2004	[Inactive]	USA
Maidenform, Inc.	FABRIC COATED FOAM ARTICLE AND METHOD FOR PRODUCING SAME	11/106,508	April 15, 2005	Abraham Sanfiorenzo	
Maidenform, Inc.	BRASSIERE WITH A STRETCHABLE FIT	60/704,483	July 31, 2005	[Inactive]	USA
Maidenform, Inc.	BRASSIERE WITH A STRETCHABLE FIT	11/496,154	July 31, 2006	Manette Scheininger; Wanda Moses-Jones; Steven Castellano	USA
Maidenform, Inc.	BRA WINGS USING ELASTIC SPACER MATERIAL	60/908,302	March 27, 2007	Dean Gilliland; Manette Scheininger	USA
Maidenform, Inc.	BRA WINGS USING ELASTIC SPACER MATERIAL	60/913,381	April 23, 2007	Manette Scheininger; Wanda Moses-Jones; Steven Castellano	USA
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	92099	July 6, 2004	Catherine Shannon	Thailand
Maidenform, Inc.	BRASSIERE WITH A STRETCHABLE FIT	601003617	July 31, 2006	Manette Scheininger;	Thailand

Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	93120131	July 5, 2004	Wanda Moses-Jones; Steven Castellano	Taiwan
Maidenform, Inc.	BRASSIERE WITH A STRETCHABLE FIT	95128042	July 31, 2006	Manette Scheininger; Wanda Moses-Jones; Steven Castellano	Taiwan
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	13400	July 6, 2004	Catherine Shannon	Sri Lanka
Maidenform, Inc.	FABRIC COATED FOAM ARTICLE AND METHOD FOR PRODUCING SAME	1-2006-502271	April 15, 2005	Abraham Sanfiorenzo	Philippines
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	PCT/US04/021674	July 6, 2004	[Inactive]	Patent Cooperation Treaty
Maidenform, Inc.	FABRIC COATED FOAM ARTICLE AND METHOD FOR PRODUCING SAME	PCT/US2005/013034	April 15, 2005	[Inactive]	Patent Cooperation Treaty
Maidenform, Inc.	BRASSIERE WITH A STRETCHABLE FIT	PCT/US06/029554	July 31, 2006	Manette Scheininger; Wanda Moses-Jones; Steven Castellano	Patent Cooperation Treaty
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	N/A	July 4, 2004	Catherine Shannon	Jordan
Maidenform, Inc.	BRASSIERE WITH A STRETCHABLE SUPPORT	255/2006	July 31, 2006	Manette Scheininger; Wanda Moses-Jones; Steven Castellano	Jordan
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	6111001.8	July 6, 2004	Catherine Shannon	Hong Kong
Maidenform, Inc.	FABRIC COATED FOAM ARTICLE AND METHOD FOR PRODUCING SAME	7103109.5	April 15, 2005	Abraham Sanfiorenzo	Hong Kong
Maidenform, Inc.	ELASTIC MATERIAL HAVING VARIABLE MODULES OF ELASTICITY	4756702.9	July 6, 2004	Catherine Shannon	European Patent Case
Maidenform, Inc.	FABRIC COATED FOAM ARTICLE AND METHOD FOR PRODUCING SAME	5736888.8	April 15, 2005	Abraham Sanfiorenzo	EPC