

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CMRG Apparel, LLC	11/10/2010
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6986165
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
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:	634818
NAME OF SUBMITTER:	Jean Paterson

Total Attachments: 10
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**PATENT AND PATENT
APPLICATIONS SECURITY AGREEMENT**

November 10, 2010

THIS PATENT AND PATENT APPLICATIONS SECURITY AGREEMENT (this "Agreement") is made between

Bank of America, N.A., a national banking association with offices at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110, as Collateral Agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Sixth Restated Loan Agreement referred to below)

and

CMRG Apparel, LLC (successor by conversion to Designs Apparel, Inc.), a Delaware limited liability company (hereinafter, the "Grantor") with its principal address at 555 Turnpike Street, Canton, Massachusetts 02021

in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

1. **BACKGROUND:**

(a) On December 28, 2006, Casual Male Retail Group, Inc., a Delaware corporation, as agent (in such capacity, the "**Borrowers' Representative**") for Casual Male Retail Group, Inc. and the Grantor (collectively, the "**Borrowers**"), and Bank of America, N.A., as Administrative Agent and Collateral Agent, among others, entered into a certain Fifth Amended and Restated Loan and Security Agreement (as amended and in effect, the "**Fifth Restated Loan Agreement**").

(b) The Agent, the Administrative Agent and the Borrowers have agreed to amend and restate the Fifth Restated Loan Agreement on the terms and conditions set forth in that certain Sixth Amended and Restated Loan and Security Agreement of even date herewith by and among the Agent, the Administrative Agent, the Borrowers and the Revolving Credit Lenders party thereto (as amended, modified, supplemented or restated and in effect from time to time, the "**Sixth Restated Loan Agreement**"). Terms used herein which are defined in the Sixth Restated Loan Agreement are used as so defined.

(c) It is a condition precedent to the Revolving Credit Lenders making any loans or otherwise extending credit to the Borrowers under the Sixth Restated Loan Agreement that the Grantor execute and deliver to the Agent this Agreement to secure the Liabilities of the Borrowers under the Sixth Restated Loan Agreement.

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Grantor hereby creates a security interest in favor of the Agent (for the benefit of the Agent and the other Secured Parties), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**Patent Collateral**"):

(a) All of the Grantor's now owned or existing or hereafter acquired or arising letter patent, patent applications, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent, including, without limitation, the patents and patent applications listed on *EXHIBIT A* annexed hereto and made a part hereof.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing letters patent and patent applications described in Subsections 2(a) and 2(b) are hereinafter individually and/or collectively referred to as the "**Patents**".

3. **PROTECTION OF PATENTS BY GRANTOR:** Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each Patent:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Patents and with the processing of the Patents.

(b) At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of the Patents which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor deems desirable to protect the Patents, including, without limitation, but subject to the Grantor's discretion, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no material adverse effect on the business, operations, property, assets, or financial condition of the Grantor would result therefrom, the Grantor shall have no obligation to use or to maintain any Patent (i) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (ii) that is being replaced with a Patent substantially similar to the Patent that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Patent does not materially adversely affect the validity of such replacement Patent and so long as such replacement Patent is subject to the lien created by this Agreement or (iii) that is substantially the same as another Patent that is in full force, so long as the failure to use or maintain such Patent does not materially adversely affect the validity of such replacement Patent and so long as such other Patent is subject to the lien and security interest created by this Agreement.

4. **GRANTOR'S REPRESENTATIONS AND WARRANTIES:** The Grantor represents and warrants that:

(a) **EXHIBIT A** includes all of the registered Patents and Patent applications now owned by the Grantor.

(b) All Patent Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests of any Person other than the Agent and except for Permitted Encumbrances.

(c) The Grantor shall give the Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Grantor's obtaining rights to, and filing applications for registration of, any new patents, or otherwise acquiring ownership of any newly registered patents or patent applications (other than the Grantor's right to sell products containing the Patents of others in the ordinary course of the Grantor's business).

(ii) The Grantor's becoming entitled to the benefit of any registered patents or patent applications, whether as licensee or licensor (other than the Grantor's right to sell products containing the Patents of others in the ordinary course of the Grantor's business).

(iii) The Grantor's entering into any new patent license agreement.

5. **AGREEMENT APPLIES TO FUTURE PATENTS:**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(c), above, all of which shall be deemed to be and treated as "Patents" within the meaning of this Agreement.

(b) The Grantor hereby authorizes the Agent, following the occurrence and during the continuance of an Event of Default, to take all such action to protect the

Agent's interest in and concerning any future registered patents and patent applications, written notice of which is so given; provided, however, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **GRANTOR'S RIGHTS TO ENFORCE PATENTS:** Prior to the Agent's giving of notice to the Grantor following the occurrence and during the continuance of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Patents including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Patents against encroachment by third parties; provided, however:

(a) The Grantor first provides the Agent with written notice of the Grantor's intention to so sue for enforcement of any Patent.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute Patent Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Grantor may terminate or limit the Grantor's rights under this Section 6.

7. **AGENT'S ACTIONS TO PROTECT PATENTS:** In the event of

(a) the Grantor's failure, within fifteen (15) days of written notice from the Agent, to cure any failure by the Grantor to perform any of the Grantor's obligations set forth in Section 3; and/or

(b) the occurrence and continuance of any Event of Default,

the Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Agent's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the UCC, with respect to the Patents, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Patents. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **AGENT AS ATTORNEY IN FACT:**

(a) The Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 3, 5 and 6.

(ii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Patents.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. AGENT'S RIGHTS:

(a) Any use by the Agent of the Patents, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Sixth Restated Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Sixth Restated Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Patents, which rights are effective only following the occurrence of any Event of Default.

11. INTENT: This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent in the Sixth Restated Loan Agreement. All provisions of the Sixth Restated Loan Agreement shall apply to the Patent Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the Patent Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Sixth Restated Loan Agreement, the terms of this Agreement shall control with respect to the Patent Collateral and the terms of the Sixth Restated Loan Agreement shall control with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantor and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

CMRG APPAREL, LLC

By: 

Name: Dennis R. Herreich

Title: Executive Vice President, Chief
Operating Officer, Chief Financial Officer,
Treasurer and Secretary

AGENT:

BANK OF AMERICA, N.A.

By: _____

Name: Kathleen A. Dimock

Title: Managing Director

Signature Page to Patent and
Patent Applications Security Agreement

PATENT
REEL: 025591 FRAME: 0492

IN WITNESS WHEREOF, the Grantor and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

CMRG APPAREL, LLC


By: _____

Name: Dennis R. Hemreich

Title: Executive Vice President, Chief
Operating Officer, Chief Financial Officer,
Treasurer and Secretary

AGENT:

BANK OF AMERICA, N.A.

By:  _____

Name: Kathleen A. Dimock

Title: Managing Director

EXHIBIT A
TO
PATENT AND
PATENT APPLICATIONS SECURITY AGREEMENT

The following is a list of all of the Grantor's now owned or existing registered Patents and Patent applications:

<u>PATENT NAME</u> (1)	<u>APPLICANT</u>	<u>PATENT NUMBER</u>	<u>PATENT DATE</u> (2)
NECK-RELAXER EXTENDABLE COLLAR	CMRG APPAREL, LLC	6986165	01/17/06

NOTES

(1) Assigned to CMRG Apparel, LLC by David Neff and Megan Smith, former employees of Casual Male.

(2) Patent expires 01/17/26, plus 151 days due to U.S. Patent Office delays

Exhibit A to Patent and
Patent Applications Security Agreement

1259620.1

RECORDED: 01/06/2011

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