

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
PVH Corp. (formerly known as Phillips-Van Heusen Corporation)	07/25/2012
RECEIVING PARTY DATA	
Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12512139
CORRESPONDENCE DATA	
Fax Number:	2127514864
Phone:	212-906-1216
Email:	angela.amaru@lw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins
Address Line 1:	885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	039269-0147
NAME OF SUBMITTER:	Angela M. Amaru
Total Attachments: 5 source=PVH - Patent Security Agreement 039269-0147f#page1.tif source=PVH - Patent Security Agreement 039269-0147f#page2.tif source=PVH - Patent Security Agreement 039269-0147f#page3.tif source=PVH - Patent Security Agreement 039269-0147f#page4.tif source=PVH - Patent Security Agreement 039269-0147f#page5.tif	

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 25, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Patent Grantor**”) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement (as defined below), the Debenture Trustee on behalf of the 2023 Debentures Holders) (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Patent Grantor is party to a U.S. Pledge and Security Agreement dated as of May 6, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among the Patent Grantor, each of the Grantors party thereto and the Collateral Agent pursuant to which the Patent Grantor granted a security interest to the Collateral Agent in certain Collateral, including the Patent Collateral (as defined below), and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Patent Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

The Patent Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement, the Debenture Trustee on behalf of the 2023 Debentures Holders), a security interest in and continuing lien on all of such Patent Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired and wherever located (collectively, the “**Patent Collateral**”):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement, the Debenture Trustee) pursuant to the Pledge and Security Agreement, and the Patent 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

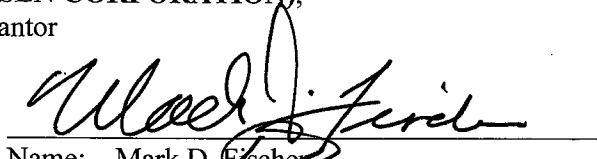
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IN WITNESS WHEREOF, the Patent Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PVH CORP. (formerly known as PHILLIPS-VAN HEUSEN CORPORATION),

as Grantor

By:



Name: Mark D. Fischer

Title: Senior Vice President

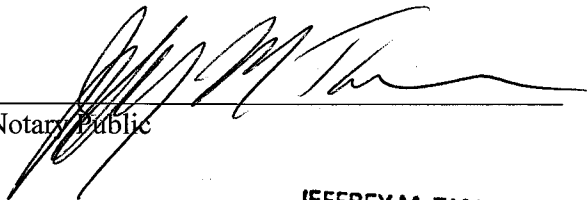
STATE OF NEW YORK)

COUNTY OF NEW YORK)

ss.

On this 24th day of July, 2012 before me personally appeared Mark D. Fischer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PVH Corp., who being by me duly sworn did depose and say that he/she 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/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



JEFFREY M. TAMARIN
Notary Public, State of New York
No. 02TA4854023
Qualified in Westchester County
Commission Expires Feb 10, 2014

Accepted and Agreed:
BARCLAYS BANK PLC,
as Collateral Agent

By: *Diane Rolfe*
Name:
Title: Diane Rolfe
Director

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Title	Patent No.	Issue Date	Application No. (if no Patent No.)	Filing Date (if no Issue Date)
Garment tag	N/A	N/A	12\512,139	7/30/2009