

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
PVH Corp.	02/13/2013
RECEIVING PARTY DATA	
Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12512139
CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	039269-0147
NAME OF SUBMITTER:	Rhonda DeLeon
<p>Total Attachments: 10 source=Executed - PVH - Patent Security Agreement#page1.tif source=Executed - PVH - Patent Security Agreement#page2.tif source=Executed - PVH - Patent Security Agreement#page3.tif source=Executed - PVH - Patent Security Agreement#page4.tif source=Executed - PVH - Patent Security Agreement#page5.tif</p>	

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of February 13, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made PVH Corp. (f/k/a Phillips-Van Heusen Corporation); Warnaco Swimwear Inc.; Warnaco Swimwear Products Inc.; and Warnaco U.S., Inc. (collectively, the “**Patent Grantors**”) 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 Grantors are party to a U.S. Pledge and Security Agreement dated as of February 13, 2013 (the “**Pledge and Security Agreement**”) among PVH Corp., a Delaware corporation, each of the Patent Grantors and the other Grantors party thereto and the Collateral Agent, pursuant to which the Patent Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are 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

Each 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. Pledge and 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 on behalf of the 2023 Debentures Holders) pursuant to the Pledge and Security Agreement, and the Patent Grantors hereby acknowledge and affirm 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.

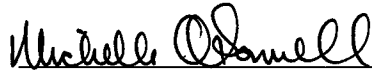
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WARNACO U.S., INC.,
as Patent Grantor

By: 
Name: Mark D. Fischer
Title: Senior Vice President

STATE OF New York)
) ss.
COUNTY OF New York)

On this 13th day of FEBRUARY, 2013 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 WARNACO U.S., INC., 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

Michelle O'Donnell
Notary Public, State of New York
No. 01OD6102929
Qualified in Suffolk County
My Commission Expires Dec. 8, 2015

[Signature Page to Patent Security Agreement]

PATENT
REEL: 030111 FRAME: 0661

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

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

[Signature Page to Patent Security Agreement]

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Owner: PVH Corp.

Title	Application No. Filing Date	Patent No. Issue Date	Assignee
Garment tag	12/512139 7/30/2009		PVH Corp.

Owner: Warnaco Swimwear Inc.

Title	Application No. Filing Date	Patent No. Issue Date	Assignee
Staged expandable swim fin	10/052000 1/16/2002	6568975 5/27/2003	Warnaco Swimwear Inc. ¹
Swim exercise cuff	29/223351 2/11/2005	D521578 5/23/2006	Warnaco Swimwear Inc.
Hand-wrist swim exercise device	29/223350 2/11/2005	D523098 6/13/2006	Warnaco Swimwear Inc.
Swim exercise bar	29/223352 2/11/2005	D526690 8/15/2006	Warnaco Swimwear Inc.
Swim exercise fin	29/225324 3/15/2005	D553218 10/16/2007	Warnaco Swimwear Inc.
Portion of a goggle	29/285822 4/11/2007	D574033 7/29/2008	Warnaco Swimwear Inc.
Swim fin	12/164211 6/30/2008	7753749 7/13/2010	Warnaco Swimwear Inc.
Kickboard	29/320573 6/30/2008	D590470 4/14/2009	Warnaco Swimwear Inc.
Customizable eyewear	12/782884 5/19/2010		Warnaco Swimwear Inc.

¹ Incomplete chain of title from inventors to Warnaco Swimwear Inc.

Owner: Warnaco Swimwear Products Inc.

Title	Application No. Filing Date	Patent No. Issue Date	Assignee
Exercise apparatus	08/408894 3/22/1995	5820526 10/13/1998	Warnaco Swimwear Products Inc. ²
Fitness rope	08/611652 3/6/1996	5643149 7/1/1997	Warnaco Swimwear Products Inc.
Pants with two waistbands	08/719458 9/25/1996	5675842 10/14/1997	Warnaco Swimwear Products Inc.
Upper back portion of stretch bathing suit	29/082628 1/6/1998	D424279 5/9/2000	Warnaco Swimwear Products Inc.
Inflated air belt	29/091398 7/29/1998	D410132 5/25/1999	Warnaco Swimwear Products Inc.
Elastic goggle	29/101063 2/24/1999	D423547 4/25/2000	Warnaco Swimwear Products Inc.
One-piece integrally-formed goggle	10/055304 1/23/2002	7052127 5/30/2006	Warnaco Swimwear Products Inc.

Owner: Warnaco U.S., Inc.

Title	Application No. Filing Date	Patent No. Issue Date	Assignee
Body shaping undergarment	08/450549 5/25/1995	5902170 5/11/1999	Warnaco U.S., Inc.
Undergarment with natural feeling buttock support	08/450550 5/25/1995	5954564 9/21/1999	Warnaco U.S., Inc.
Undergarment	29/045336 10/17/1995	D440027 4/10/2001	Warnaco U.S., Inc.
Display rack (Double Convex)	29/088016 5/13/1998	D414624 10/5/1999	Warnaco U.S., Inc.
Display rack (Single)	29/088017 5/13/1998	D415368 10/19/1999	Warnaco U.S., Inc.
Display rack (Single)	29/088015 5/13/1998	D419795 2/1/2000	Warnaco U.S., Inc.
Underwire bra	29/1124181 6/1/2000	D452601 1/1/2002	Warnaco U.S., Inc.
Push-in underwire bra	09/598118 6/21/2000	6203400 3/20/2001	Warnaco U.S., Inc.
Push-in underwire bra	09/693718 10/20/2000	6375538 4/23/2002	Warnaco U.S., Inc.
Brassiere with improved side panel construction	12/328008 12/4/2008	8038506 10/18/2011	Warnaco U.S., Inc.
Wire-free brassiere	12/425012 4/16/2009	8057278 11/15/2011	Warnaco U.S., Inc.

² Incomplete chain of title from Authentic Fitness Products, Inc. to Warnaco Swimwear Products Inc.

Title	Application No. Filing Date	Patent No. Issue Date	Assignee
Brassieres	29/335492 4/16/2009	D604476 11/24/2009	Warnaco U.S., Inc.
Flexing brassiere	13/097518 4/29/2011		Warnaco U.S., Inc.
Disproportionate pants	09/386750 8/31/1999		Warnaco U.S., Inc.