

05-23-2001

DEPARTMENT OF COMMERCE



101726015

OMB No. 0651-0011 (exp. 4/94)

Tab settings =>=>=>

MAY 17 2001

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
**BANK OF AMERICA, N.A., f/k/a
 NATIONSBANK, N.A. as Agent
 600 Peachtree Street, N.E.
 Bank of America Plaza, 13th Floor
 Atlanta, Georgia**

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: **FOOTHILL CAPITAL
 CORPORATION**
 Internal Address:
 Street Address: **2450 Colorado Avenue,
 Suite 300W**
 City: **Santa Monica** State: **California** ZIP:
90404

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from assignment)

3. Nature of conveyance: **MPD
5-17-01**

Assignment Merger
Security Agreement Change of Name
 Other _____

Execution Date: **January 15, 2001**

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)
See Schedule A attached to Trademark Assignment

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See Schedule A attached to Trademark Assignment

415 E

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Michael Wright
 Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:
 Street Address: **601 South Figueroa Street, 24th Floor**
 City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 3.41) \$ **415⁰⁰**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Christine E. Wright
MR. MICHAEL WRIGHT

May 16, 2001

SCHEDULE A

Listing of Trademark Registrations and Applications

Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ACCLAIM (Sylized)	551,775	12/04/51
ACCLAIM	1,007,937	04/01/75
COTTON DELIGHT	1,500,616	08/16/88
GENERATION TWO	1,136,280	05/27/80
IRONKNIT	1,334,411	05/07/85
MICROSTITCH	1,711,790	09/01/92
MICROTECH	1,727,780	10/27/92
NYLON DELIGHTS	2,104,105	10/07/97
SATIN MIST	2,009,786	10/22/96
SECRET EXPRESSIONS	1,405,072	08/12/86
SECRET IMPRESSIONS	1,407,784	09/02/86
SENSILKE	1,959,411	02/27/96
SIMPLY GREAT	1,011,063	05/20/75
SOFT IMPRESSIONS	1,521,029	01/17/89
TERRY SOFT	1,228,854	02/22/83
CAREER SHEER	1,895,618	05/23/95

Applications:

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
	None.	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 15th day of January, 2001, by and between Bank of America, N.A., formerly NationsBank, N.A., as existing collateral agent ("Assignor"), and Foothill Capital Corporation, as successor collateral agent ("Assignee").

WITNESSETH

WHEREAS, Ithaca Industries, Inc. ("Borrower") is a party to that certain Conditional Assignment and Trademark Security Agreement dated as of March 24, 1998 (as modified and amended, the "Trademark Security Agreement") with Assignor;

WHEREAS, pursuant to the Trademark Security Agreement, Borrower agreed to conditionally assign to the Assignor certain trademark rights described therein and attached hereto as Schedule A (collectively, the "Trademarks") as consideration for certain loans made to the Borrower;

WHEREAS, Assignor wishes to assign and transfer to Assignee all of the Assignor's right and title to and interest in the Trademarks and all of Assignor's rights and interests under the Trademark Security Agreement, with Assignee to assume all duties and obligations of Assignor under the Trademark Security Agreement; and

WHEREAS, Assignee wishes to accept such assignment and transfer and to assume such duties and obligations.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Trademarks and all of its rights and interests under the Trademark Security Agreement.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Trademarks, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.


3. Acceptance of Transfer and Assignment. Effective as of the date hereof, Assignee does hereby accept the transfer and assignment hereunder of all of Assignor's right, title and interest in the Trademarks and all of Assignor's rights and interests under the Trademark Security Agreement and assume all duties and obligations of Assignor in connection with the Trademark Security Agreement.

4. Warranties and Representations. Assignor warrants and represents that it has the power and authority to execute this assignment; otherwise this assignment is without recourse or representation whatsoever, except as set forth in the Resignation and Release Letter of Assignor dated as of the date hereof.

IN WITNESS WHEREOF, the parties hereto each has caused this assignment to be executed by its duly authorized officer, all as of the day and year first set above.


"ASSIGNOR"

**Bank of America, N.A., formerly NationsBank,
N.A., as existing collateral agent**

By: 
Name: *Douglas Cowan*
Title: *Vice President*

"ASSIGNEE"

**Foothill Capital Corporation, as successor
collateral agent**

By: 
Name: *Jeff Nibum*
Title: *VP*

SCHEDULE A

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