

07-20-2001



TO: The Commissioner of Patents and T
Submission Type

101784823
Conveyance Type

Original document(s) or copy(ies).

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date		
Month	Day	Year
6	08	2001

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/19/2001 6TOM11 00000135 1362067

01 FC:481
02 FC:482

40.00 OP
225.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002332 FRAME: 0612

7-12-01

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

N/A

Registration Number(s)
SEE ATTACHED EXHIBIT A

Number of Properties

Enter the total number of properties involved.

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

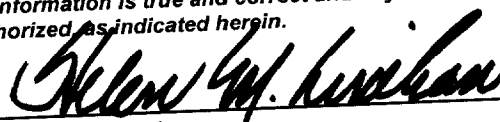
Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized as indicated herein.

Helen M. Linehan





Name of Person Signing

Signature

Date

EXHIBIT A

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
Body Luxury	1362067
Fantasia	565728
It's Amazing	1981549
Lilyette	775013
Lilyette Softon	1351793
Minimizer	1071869
Non Chalance	1349565
Reflexion	517038
The Amazing Bra	2037454
The Right Support For You	1443299

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release dated June 9, 2001, is entered into between NCC INDUSTRIES, INC., a Delaware corporation ("Debtor") with its chief executive office at 154 Avenue E, Bayonne, New Jersey 07002, and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders (in such capacity, "Secured Party"), with an office at 800 Connecticut Avenue - Two North, Norwalk, Connecticut 06854, New York, New York 10022.

W I T N E S S E T H:

WHEREAS, Debtor has granted a security interest in and lien upon certain trademarks and other assets of Debtor to Secured Party as set forth in the Trademark Security Agreement, dated August 31, 2000, between Debtor and Secured Party (the "Trademark Security Agreement"), a full and complete copy of which is recorded in the assignment records of the Patent and Trademark Office at Reel 002177/Frame 0646 and which is appended hereto as Exhibit A;

WHEREAS, the obligations of Debtor to Secured Party secured by such trademarks identified in Schedule A to the Trademark Security Agreement and other assets described therein have been satisfied or otherwise secured in a manner satisfactory to Secured Party;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby:

a. releases and reassigns to Debtor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Trademark Security Agreement in the trademarks described on Schedule I to the Trademark Security Agreement and the other related assets (including the goodwill of the business symbolized thereby) otherwise subject to such agreement, without recourse or representation or warranty, expressed or implied, of any kind;

b. agrees that any power of attorney granted by Debtor to Secured Party pursuant to the Trademark Security Agreement is terminated; and

c. authorizes and requests the U.S. Patent and Trademark Office to note and record the existence of the release hereby given.

GENERAL ELECTRIC
CAPITAL CORPORATION

By: 

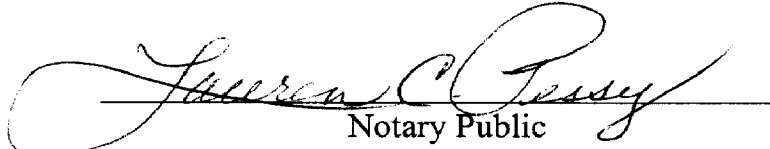
JAMES DESANTIS

Title:

DULY AUTHORIZED SIGNATORY

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On this 6th day of June, 2001, before me personally came James N. DeSantis, to me known, who being duly sworn, did depose and say, that he/she is the Duly Authorized Signatory GENERAL ELECTRIC CAPITAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.


Notary Public

Lauren C. Pessy
Notary Public
State of Connecticut
My Commission Expires: December 31, 2005

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2000, by NCC INDUSTRIES, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, Agent, Lenders and Borrowers have entered into certain financing arrangements pursuant to the Credit Agreement, dated as of July 28, 1999, by and between General Electric Capital Corporation, for itself, as Lender, and as Agent for Lender and the other Lenders signatory thereto from time to time, and Grantor and the other Borrowers (as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"); and

WHEREAS, in order to secure its Obligations to Agent and Lenders, contemporaneously with the execution of the Credit Agreement, Grantor and the other Borrowers and Agent entered into and executed that certain Security Agreement dated July 28, 1999 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, Agent, Lenders, Grantor and the other Borrowers have entered into Amendment No. 4 to Credit Agreement dated as of August 31, 2000 ("Amendment No. 4") pursuant to which, among other things, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement and Amendment No.4. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and Amendment No.4., the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

NCC INDUSTRIES, INC.

By: *[Signature]*

Title: EXECUTIVE VICE PRESIDENT
+ Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: *[Signature]*

Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)
)
) SS.
COUNTY OF HUDSON)

On this 19 day of SEPTEMBER, 2000 before me personally appeared STEVEN N. MARIKAT, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NCC INDUSTRIES, INC., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My Commission Expires 10/12/03
10/12/03

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark, U.S. Reg. No. Date: see attached

TRADEMARK APPLICATIONS: none

TRADEMARK LICENSES: none

Schedule A

TRADEMARKS

NCC Industries, Inc.

Country	Matter No.	Mark	App. No.	Reg. No.	Ren. Date	Use Date	Int'l Classes	Local Classes	Goods/Services	Status	Comments
Agent	Owner	Date	Reg. Date	Tax Date							
United States	BODY LUXURY NCC Industries, Inc.	73/525268 3/5/85	1362067 9/24/85	9/24/05	25				Brassieres, girdles, panties and foundation garments, namely corselets.	Registered	
United States	CLEAVAGE WITH COMFORT NCC Industries, Inc.	74/576490 9/21/94	1973340 5/7/96	5/7/06 5/7/01	25				Bras.	Registered	
United States	FANTASIA NCC Industries, Inc.	71/624342 1/13/52	565728 10/21/52	10/21/02	25				Brassieres.	Registered	
United States	FULL BUSTED AND BEAUTIFUL NCC Industries, Inc.	74/458859 11/16/93	1973988 5/14/96	5/15/06 5/14/01	25				Bras and panties.	Registered	
United States	FULL-BUSTED, NOT FULL-FIGURE NCC Industries, Inc.	74/344679 12/30/92	1962499 3/12/96	3/12/06 3/12/01	25				Bras.	Registered	
United States	ITS AMAZING NCC Industries, Inc.	74/511332 5/31/94	1981549 6/18/96	6/18/06 6/18/01	25				Bras and panties.	Registered	
United States	LA DIFFERENCE FITS-YOUR-MOOD NCC Industries, Inc.	74/648439 3/17/95	1949216 1/16/96	1/26/06 1/16/01	25				Bras and panties.	Registered	
United States	LILYETTE NCC Industries, Inc.	72/154041 9/27/62	775013 8/11/64	8/11/04	25				Brassieres.	Registered	

Country	Matter No.	Mark	Owner	App. No.	Reg. No.	Reg. Date	Use Date	Tax Date	Int'l Classes	Local Classes	Goods/Services	Status	Comments
United States		LI YETTE SOFTON	NCC Industries, Inc.	73/490526	1351793	7/30/85	7/30/05		25		Brassieres.	Registered	
United States		MINIMIZER	NCC Industries, Inc.	73/047805	1071869	8/23/07			25		Brassieres.	Registered	
United States		NON CHALANCE	NCC Industries, Inc.	73/491131	1349565	7/16/85			25		Brassieres.	Registered	
United States		REFLEXION Stylized	NCC Industries, Inc.	71/503819	517038	11/1/09			25		Brassieres.	Registered	
United States		THE AMAZING BRA	NCC Industries, Inc.	74/529215	2037454	2/11/97	2/11/07		25		Bras.	Registered	
United States		THE RIGHT SUPPORT FOR YOU	NCC Industries, Inc.	73/594218	1443299	6/16/07			25		Foundation garments, namely, brassieres, girdles and panties.	Registered	