

04-02-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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04-02-02

TO: The Commissioner of Patents and Trademarks 102039238

Original document(s) or copy(ies).

Submission Type

Conveyance Type

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

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
01 04 2002

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
01 04 2002

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- State of Incorporation

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
- State of Incorporation

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)

04/02/2002 6TON11 0000074 2035871

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 250.00 OP
03 FC:484 120.00 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: 002475 FRAME: 0363

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Susan A. Joyce, Esq.

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100

Name Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Joseph T. Makseyn

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Pages

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

6

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

Mark if additional numbers attached

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

Trademark Application Number(s) See Attached

Registration Number(s) See Attached

Three empty boxes for Trademark Application Number(s)

Three empty boxes for Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

11

Fee Amount

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

\$290.00

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.

Joseph T. Makseyn

Signature

4/1/07

Date

Seller's United States Trademarks and Patents

TRADEMARK OR PATENT	REGISTERED OR FILED DATE	REGISTRATION OR FILE NUMBER
AKT AXIS & DESIGN	February 4, 1997	2,035,871
AXIS & BUTTON DESIGN	July 9, 1985	1,348,129
AXIS & RECTANGULAR	July 9, 1985	1,348,121
AXIS (BLOCK LETTERS)	June 16, 1987	1,443,640
AXIST	October 7, 1997	75/369,638
BUTTON & TAPE DESIGN	April 18, 1995	1,890,717
CO AXIST	June 8, 1999	75/724,080
GOLF CLASSICS BY AXIS	January 6, 1998	2,126,654
ISLAND FEVER & DESIGN	February 22, 2000	75/493,976
VITA NOVA	June 1, 1996	1,980,260
XTRA ORDINARY BY AXIS	August 13, 1996	1,994,111

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and delivered this 4th day of January, 2002, by AXIS CLOTHING CORPORATION., a California corporation ("SELLER"), to SALANT HOLDING CORPORATION, a Delaware corporation ("PURCHASER"), pursuant to the Asset Purchase Agreement dated as of October 15, 2001, between SELLER, PURCHASER, and RICHARD SOLOMON (the "Asset Purchase Agreement"). Capitalized terms not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the mutual promises contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by SELLER, and pursuant to the Asset Purchase Agreement, SELLER HEREBY bargains, sells, grants, assigns, transfers, conveys and delivers unto PURCHASER, its successors and assigns:

(i) All of SELLER's right, title and interest in and to the trademarks listed on Schedule 1 attached hereto; and

(ii) All of SELLER'S right, title and interest in and to all statutory, common law and registered copyrights, trademarks, service marks and tradenames (including registrations and applications for registration or any of the foregoing), and all trade secrets, designs, logos, and other intangible rights and interests, if any, owned by SELLER on the date hereof and primarily used in the Business as listed on Schedule 1 attached hereto.

(iii) The good will of the Business and all good will with respect to the items described in (i) and (ii) above.

TO HAVE AND TO HOLD the same unto PURCHASER, its successors and assigns forever.

IN ADDITION, from time to time after the date hereof, without further consideration, SELLER shall, at no cost or expense to Seller, execute and deliver such other instruments of assignment, transfer and conveyance and shall take such other action as PURCHASER may reasonably request in order more effectively to assign, transfer and convey to PURCHASER, and to place PURCHASER in possession and control of, any of the property being assigned, transferred and conveyed to it hereunder, or to enable it to exercise and enjoy all rights and benefits of SELLER with respect thereto.

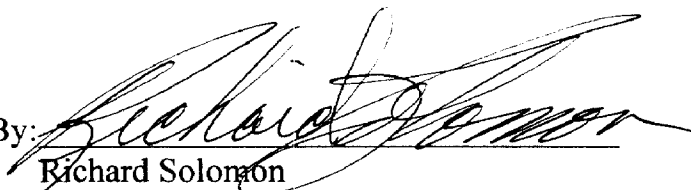
This Trademark Assignment is given without any warranty, express or implied, except as

specifically set forth in the Asset Purchase Agreement.

This Trademark Assignment shall inure to the benefit of and be binding upon SELLER and PURCHASER and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, SELLER has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

AXIS CLOTHING CORPORATION

By: 
Richard Solomon
President

Seller's United States Trademarks and Patents

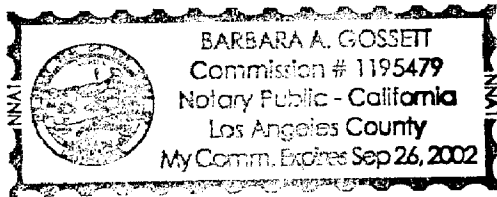
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XTRA ORDINARY BY AXIS	August 13, 1996	1,994,111

Seller's Foreign Trademarks and Patents

TRADEMARK OR PATENT	COUNTRY OR GOVERNING BODY	REGISTERED OR FILED DATE	REGISTRATION OR FILE NUMBER
AXIS	Canada	March 31, 1995	441,249
AXIS (BLOCK LETTERS)	Australia	September 19, 1985	A433,448
AXIS (BLOCK LETTERS)	Benelux	June 30, 1988	449,453
AXIS (BLOCK LETTERS)	European Community	June 2, 1999	20214
AXIS (BLOCK LETTERS)	Germany	May 2, 1985	1,131,087
AXIS (BLOCK LETTERS)	Italy	February 28, 1995	644316
AXIS (BLOCK LETTERS)	Switzerland	March 12, 1985	338,331
CO AXIST	Canada	November 15, 1999	1036189
CO AXIST	Mexico	December 8, 1999	402488
ISLAND FEVER & DESIGN	Japan	September 28, 1998	82890/98
ISLAND FEVER & DESIGN	Mexico	October 8, 1998	349925
ISLAND FEVER & DESIGN	Hong Kong	July 28, 2000	02216
SIX A	Canada	October 9, 2001	1,036,190
SIX A	Mexico	April 18, 2000	650428
SIX-A	Panama	November 16, 1999	103815

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

On this 7th day of December 2001, before me personally came Richard Solomon, to me known, who, being by me duly sworn, did depose and say that he is President of Axis Clothing Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Richard Solomon
Notary Public
Barbara A. Gossett