

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Warnaco U.S., Inc.		05/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	77546104	COMFORT'S BACK!
Serial Number:	77691520	COVERAGE LEVEL 1 2 3 LESS MORE
Serial Number:	77653276	CUSTOMIZED LIFT
Serial Number:	77543617	ELEMENTS OF BLISS PRETTY
Serial Number:	77576967	LAVISH LIFT
Serial Number:	77546117	NOTHING BUT CURVES
Serial Number:	77666965	NOW MORE PERFECT THAN EVER
Serial Number:	77546124	SHAPESTITCH
Serial Number:	77575623	SIMPLY SENSATIONAL
Serial Number:	77546131	SMART STRAPS
Serial Number:	77636283	ULTIMATE BACK SMOOTHER
Serial Number:	77656332	WARNER'S FREEDOM BACK
Serial Number:	77546314	WARNER'S SHAPING MADE SIMPLE
Serial Number:	77630531	COMFORT BACK

CH \$615.00 77546104

Serial Number:	77651483	ENHANCING YOUR TRUE BEAUTY
Serial Number:	77650857	KISS OF CLEAVAGE
Serial Number:	77554728	O BY OLGA
Serial Number:	77656310	OLGA FREEDOM BACK
Serial Number:	77538519	OLGA LACE INDULGENCE
Serial Number:	77602299	OLGA SHAPING WITH STYLE
Serial Number:	77584221	OLGA SMOOTH LIFT
Serial Number:	77590232	OLGA TOTALLY COMFORTABLE COTTON
Serial Number:	77584230	OLGA'S CHRISTINA PERFECT PLUNGE
Serial Number:	77540558	OS

CORRESPONDENCE DATA

Fax Number: (212)836-6337
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128367319
Email: psomelofske@kayescholer.com
Correspondent Name: Paul J. Somelofske c/o kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	03191-0125
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	05/05/2009

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2009, by Warnaco U.S., Inc. ("**Grantor**") in favor of Bank of America, N.A. ("**BofA**"), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 26, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Warnaco Inc. (the "**Borrower**"), The Warnaco Group, Inc. ("**Group**"), the Lenders and Issuers party thereto, BofA, as administrative agent and collateral agent for the Lenders and Issuers, and certain other parties thereto, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Guaranty, dated as of August 26, 2008, pursuant to which Grantor has guaranteed the Obligations of the Borrower under the Credit Agreement;

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 26, 2008, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Trademark Collateral**"):

1. all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

WARNACO U.S., INC.,
as Grantor

By: _____

Name: Stanley P. Silverstein
Title: President

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Collateral Agent for the Secured Parties

By: _____

Name:

Title:

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.

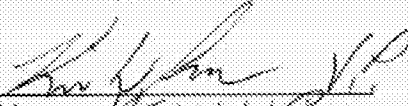
Very truly yours,

WARNACO U.S., INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Collateral Agent for the Secured Parties

By: 
Name: KEVIN W. CORSTON
Title: VICE PRESIDENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

See Attached.

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
COMFORT'S BACK!	100135-10751/	Allowed	77/546,104	
	United States of America	25 Int.	13-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
COVERAGE LEVEL 123 GRAPHIC	100135-10781/Z	Pending	77/691,520	
	United States of America	25 Int.	16-Mar-2009	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
CUSTOMIZED LIFT	100135-10773/Z	Pending	77/653,276	
	United States of America	25 Int.	21-Jan-2009	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
ELEMENTS OF BLISS PRETTY	100135-10749/	Allowed	77/543,617	
	United States of America	25 Int.	11-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
LAVISH LIFT	100135-10757/Z	Allowed	77/576,967	
	United States of America	IN 25	23-Sep-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
NOTHING BUT CURVES	100135-10754/	Allowed	77/546,117	
	United States of America	25 Int.	13-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
NOW MORE PERFECT THAN EVER	100135-10777/Z	Pending	77/666,965	
	United States of America	25 Int.	10-Feb-2009	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				
SHAPESTITCH	100135-10750/	Allowed	77/546,124	
	United States of America	25 Int.	13-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAUS				

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
SIMPLY SENSATIONAL	100135-10756/Z United States of America	Allowed IN 25	77/575,623 22-Sep-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
SMART STRAPS	100135-10752/ United States of America	Allowed 25 Int.	77/546,131 13-Aug-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
ULTIMATE BACK SMOOTHER	100135-10772/Z United States of America	Published 25 Int.	77/636,283 18-Dec-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
WARNER'S FREEDOM BACK	100135-10775/Z United States of America	Published 25 Int.	77/656,332 26-Jan-2009	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
WARNER'S SHAPING MADE SIMPLE	100135-10753/ United States of America	Allowed 25 Int.	77/546,314 13-Aug-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
COMFORT BACK	100141-10194/ United States of America	Published 25 Int.	77/630,531 10-Dec-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
ENHANCING YOUR TRUE BEAUTY	100141-10196/ United States of America	Published 25 Int.	77/651,483 16-Jan-2009	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
KISS OF CLEAVAGE	100141-10195/ United States of America	Published 25 Int.	77/650,857 16-Jan-2009	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
O BY OLGA	100141-10188/ United States of America	Allowed 25 Int.	77/554,728 25-Aug-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
OLGA FREEDOM BACK	100141-00719/Z United States of America	Published IN 25	77/656,310 26-Jan-2009	
	<i>Related Case:</i> <i>Old Client Code:</i> WAUS			
OLGA LACE INDULGENCE	100141-10183/ United States of America	Allowed 25 Int.	77/538,519 04-Aug-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
OLGA SHAPING WITH STYLE	100141-10192/ United States of America	Allowed 25 Int.	77/602,299 28-Oct-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			
OLGA SMOOTH LIFT	100141-10190/ United States of America	Allowed 25 Int.	77/584,221 02-Oct-2008	
	<i>Related Case:</i> <i>Old Client Code:</i> WAOL			

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
OLGA TOTALLY COMFORTABLE COTTON	100141-10193/ United States of America	Allowed 25 Int.	77590,232 10-Oct-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAOL				
OLGA'S CHRISTINA PERFECT PLUNGE	100141-10191/ United States of America	Allowed 25 Int.	77/584,230 02-Oct-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAOL				
OS (STYLIZED)	100141-10187/ United States of America	Allowed 25 Int.	77/540,558 06-Aug-2008	
<i>Related Case:</i>				
<i>Old Client Code:</i> WAOL				