

F 07-20-2001



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Correction of PTO Error Reel # Frame #

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Change of Name

Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name MAIDENFORM, INC.

Execution Date Month Day Year 6 08 2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization State of New York

Receiving Party

Mark if additional names of conveying parties attached

Name CONGRESS FINANCIAL CORPORATION, as Collateral Agent

DBA/AKATA

Composed of

Address (line 1) 1133 Avenue of the Americas

Address (line 2)

Address (line 3) New York New York USA 10036

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization State of Delaware

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)

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07/19/2001 6TON11 00000134 122010

01 FC:481
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TRADEMARK

REEL: 002332 FRAME: 0801

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Alan L. Kierman, Esq.

Address (line 1) Otterbourg, Steindler, Houston & Rosen, P.C.

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 X709

Name Helen M. Linehan

Address (line 1) Otterbourg, Steindler, Houston & Rosen, P.C.

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.

54

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)

SEE ATTACHED EXHIBIT A

Three columns of empty boxes for Trademark Application Numbers.

Registration Number(s)

SEE ATTACHED EXHIBIT A

Three columns of empty boxes for Registration Numbers.

Number of Properties

Enter the total number of properties involved.

180

Fee Amount

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

\$ 4,515.00

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.

Helen M. Linehan

Helen M. Linehan
Signature

7/11/01
Date

Name of Person Signing

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

A- 1

Maidenform, Inc.

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	AFTER 10	122010	740948
TR-81/00989	Maidenform, Inc.	6/14/61	11/20/62
FZL&Z, P.C.			
United States	ALL THE TIME	75/714609	2336014
	Maidenform, Inc.	5/27/99	3/28/00
United States	ARABESQUE	345495	1228569
TA-81/03017	Maidenform, Inc.	1/13/82	2/22/83
FZL&Z, P.C.			
United States	ARIETTE	291558	854695
TR-88/02351	Maidenform, Inc.	2/21/68	8/13/68
FZL&Z, P.C.			
United States	B-COMFORTABLE	517691	1354360
TT-92/03129	Maidenform, Inc.	1/14/85	8/13/85
FZL&Z, P.C.			
United States	BACK UP	54283	1063374
TT-92/03129	Maidenform, Inc.	6/5/75	4/12/77
FZL&Z, P.C.			
United States	BARE DEVIL	192303	784480
	Maidenform, Inc.	4/29/64	2/2/65
FZL&Z, P.C.			
United States	BARELY ME	344508	899726
	Maidenform, Inc.	11/25/69	9/29/70
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	BAROQUE	197036	787219
	Maidenform, Inc.	7/25/64	3/23/65
FZL&Z, P.C.			
United States	BAUBLES	136666	743041
	Maidenform, Inc.	1/26/62	1/1/63
FZL&Z, P.C.			
United States	BE BRIEF	469963	1342803
TT-92/03129	Maidenform, Inc.	3/12/84	6/18/85
FZL&Z, P.C.			
United States	BE SLIM	71760	1050123
TT-92/03219	Maidenform, Inc.	12/15/75	10/12/76
FZL&Z, P.C.			
United States	BEGUILEMENT	291947	854698
TR-88/04537	Maidenform, Inc.	2/27/68	8/13/68
FZL&Z, P.C.			
United States	BIT OF BRIGHTNESS	2150	995640
TR-79/00425	Maidenform, Inc.	9/27/73	10/15/74
FZL&Z, P.C.			
United States	BIT OF COLOR	2151	995641
TR-79/00426	Maidenform, Inc.	9/27/73	10/15/74
FZL&Z, P.C.			

United States	BODY TALK	377087	916765
	Maidenform, Inc.	11/25/70	7/20/71
FZL&Z, P.C.			

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		BODY THING	377077	919017
		Maidenform, Inc.	11/25/70	8/24/71
	FZL&Z, P.C.			
United States		BODYMATES	408417	949861
		Maidenform, Inc.	11/22/71	1/2/73
	FZL&Z, P.C.			
United States		BRAVO	73/521157	1358147
		Maidenform, Inc.	2/7/85	9/3/85
United States		BRIEF ENCOUNTER	388632	924754
		Maidenform, Inc.	4/8/71	11/30/71
	FZL&Z, P.C.			
United States		BRIEFCLING	314299	873495
		Maidenform, Inc.	12/12/68	7/22/69
	FZL&Z, P.C.			
United States		BRIEFLING	235840	819563
		Maidenform, Inc.	1/5/66	11/29/66
United States		CHANSONETTE	71/385524	344845
		Maidenform, Inc.	11/14/36	4/6/37
United States		CHANTILLY	324574	1315862
	TA-81/02196	Maidenform, Inc.	8/21/81	1/22/85
	FZL&Z, P.C.			
United States		CLEARLY ME	377075	917279
		Maidenform, Inc.	11/25/70	7/27/71
	FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	COLOR ME PRETTY	404822	946851
	Maidenform, Inc.	10/12/71	11/7/72
FZL&Z, P.C.			
United States	COMFORT WIRE	320110	877465
	Maidenform, Inc.	2/26/69	9/23/69
FZL&Z, P.C.			
United States	CONCERTINA	123334	733831
TR-81/00991	Maidenform, Inc.	7/3/61	7/3/62
FZL&Z, P.C.			
United States	CONFECTION	72/273557	838885
	Maidenform, Inc.	6/12/67	11/14/67
United States	COTTON UP	467034	995348
	Maidenform, Inc.	8/30/73	10/8/74
FZL&Z, P.C.			
United States	COUNTER-PART	72/240931	826929
	Maidenform, Inc.	3/14/66	4/4/67
United States	COUNTERPOINT	522112	437024
TR-88/02352	Maidenform, Inc.	5/8/47	3/2/68
FZL&Z, P.C.			
United States	CUSTOMIZE IT	75/715729	2379153
	Maidenform, Inc.	5/27/99	8/22/00
United States	DAY DREAMS	72/098661	717213
	Maidenform, Inc.	6/8/60	6/20/61

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		DEC-LA-TAY Stylized	339403	307816
		Maidenform, Inc.	6/30/33	11/7/33
FZL&Z, P.C.				
United States		DEFINITION	291946	854697
TR-88/04538		Maidenform, Inc.	2/27/68	8/13/68
FZL&Z, P.C.				
United States		DELECTABLES	270030	836341
		Maidenform, Inc.	4/26/67	10/3/67
FZL&Z, P.C.				
United States		DELICACY	285498	848720
TR-88/02353		Maidenform, Inc.	11/24/67	5/7/68
FZL&Z, P.C.				
United States		DIALOGUE	172924	766435
		Maidenform, Inc.	7/12/63	3/10/64
FZL&Z, P.C.				
United States		DIAMOND TOUCH	230270	816653
		Maidenform, Inc.	10/15/65	10/11/66
FZL&Z, P.C.				
United States		DO IT IN STYLE	371776	1244621
		Maidenform, Inc.	6/28/82	7/5/83
FZL&Z, P.C.				
United States		DREAM	187257	1129002
TA-79/01814		Maidenform, Inc.	9/28/78	1/8/80
FZL&Z, P.C.				

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States	DREAM FLOWERS	171897	767908	
	Maidenform, Inc.	6/25/63	4/7/64	
FZL&Z, P.C.				
United States	DREAM-AIRE	128744	743826	
	Maidenform, Inc.	9/27/61	1/15/63	
FZL&Z, P.C.				
United States	DREAMETTES	122009	734220	
TR-81/00992	Maidenform, Inc.	6/14/61	7/10/62	
FZL&Z, P.C.				
United States	DREAMFORM	72/090309	1062316	
	Maidenform, Inc.	6/14/76	3/29/77	
United States	DREAMLINER	123335	739405	
TR-81/00994	Maidenform, Inc.	7/3/61	10/16/62	
FZL&Z, P.C.				
United States	DREAMTIME	169952	769991	
	Maidenform, Inc.	5/29/63	5/19/64	
FZL&Z, P.C.				
United States	DREAMWEAR	334175	887553	
	Maidenform, Inc.	8/1/69	3/10/70	
FZL&Z, P.C.				
United States	EASY TOUCH	228054	811754	
	Maidenform, Inc.	9/17/65	7/26/66	
FZL&Z, P.C.				
United States	EMPHASIS	85357	700601	
TR-79/00748	Maidenform, Inc.	11/16/59	7/5/60	
FZL&Z, P.C.				

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States	EXCLUSIVELY YOURS	724504	1513696	
TT-92/03129	Maidenform, Inc.	4/25/88	11/22/88	
FZL&Z, P.C.				
United States	FASHION TIME	305614	867223	
TA-89/00791	Maidenform, Inc.	8/21/68	3/25/69	
FZL&Z, P.C.				
United States	FIRST INVENTIONS	128065	737199	
	Maidenform, Inc.	9/18/61	9/4/62	
FZL&Z, P.C.				
United States	FLEX-O-TONER	693504	1493266	
TT-92/03129	Maidenform, Inc.	11/3/87	6/21/88	
FZL&Z, P.C.				
United States	FLEXAIRE	439035	387227	
TT-92/03129	Maidenform, Inc.	12/20/40	5/6/41	
FZL&Z, P.C.				
United States	FLEXEES	75/606118	2311583	
	Maidenform, Inc.	12/11/98	1/25/00	
United States	FLEXEES Stylized	547224	509087	
TT-92/03129	Maidenform, Inc.	1/16/48	4/26/49	
FZL&Z, P.C.				

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	FLEXEES Stylized	71/336488	305623
TT-92/03129	Maidenform, Inc.	4/6/33	8/22/33
FZL&Z, P.C.			
United States	FLOWERETTE	123551	733130
TR-81/00995	Maidenform, Inc.	7/7/61	6/19/62
FZL&Z, P.C.			
United States	FRAME-UP	122011	729506
TR-81/00996	Maidenform, Inc.	6/14/61	4/4/62
FZL&Z, P.C.			
United States	FRAPPE	112742	723645
TR-80/00664	Maidenform, Inc.	1/30/61	11/7/61
FZL&Z, P.C.			
United States	FRENCH FANCY	122866	1081155
	Maidenform, Inc.	4/15/77	1/3/78
FZL&Z, P.C.			
United States	GOOD FIGURING	208499	1140872
TA-79/01818	Maidenform, Inc.	3/22/79	10/28/80
FZL&Z, P.C.			
United States	GOOD SENSE	438225	968705
	Maidenform, Inc.	10/13/72	9/18/73
FZL&Z, P.C.			
United States	HALF WAY	227426	814567
	Maidenform, Inc.	9/8/65	9/6/66
FZL&Z, P.C.			
United States	HI-WIRE	172925	774626
	Maidenform, Inc.	7/12/63	8/4/64
FZL&Z, P.C.			

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		HIDDEN ADVANTAGE	73/754407	1610621
TT-92/03129	Maidenform, Inc.	9/27/88		8/21/90
FZL&Z, P.C.				
United States		HIP SLIMMER	74/138835	1722059
TA-92/03402	Maidenform, Inc.	2/13/91		10/6/92
FZL&Z, P.C.				
United States		HOLD ME LIGHTLY	72/434732	968697
	Maidenform, Inc.	9/5/72		9/18/73
United States		HYDRACURVES		
	Maidenform, Inc.	9/14/00		
United States		I'M ON A DIET	34957	1024730
TT-92/03129	Maidenform, Inc.	10/18/74		11/11/75
FZL&Z, P.C.				
United States		INSTANT SLIMMER	74/046737	1665894
TT-92/03129	Maidenform, Inc.	4/6/90		11/26/91
FZL&Z, P.C.				
United States		KEEP ME IN STYLE	2148	994367
TR-79/00429	Maidenform, Inc.	9/27/73		10/1/74
FZL&Z, P.C.				
United States		LACE CONFECTION	314295	873491
	Maidenform, Inc.	12/12/68		7/22/69
FZL&Z, P.C.				
United States		LACE L'IMAGE	724507	1515519
TT-92/03129	Maidenform, Inc.	4/25/88		12/6/88
FZL&Z, P.C.				

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	LACERY	197145	787222
	Maidenform, Inc.	7/6/64	3/23/65
FZL&Z, P.C.			
United States	LETTER PERFECT	387150	1258626
TA-82/02114	Maidenform, Inc.	9/20/82	11/22/83
FZL&Z, P.C.			
United States	LIASONS	371771	1244620
	Maidenform, Inc.	6/28/82	7/5/83
FZL&Z, P.C.			
United States	LITTLE DIFFERENCE	72/438219	974386
	Maidenform, Inc.	10/13/72	12/4/73
FZL&Z, P.C.			
United States	LITTLE LUXURIES	122865	1081154
	Maidenform, Inc.	4/15/77	1/3/78
FZL&Z, P.C.			
United States	LITTLE NOTION	377085	918592
	Maidenform, Inc.	11/25/70	8/17/71

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		MAIDENETTE	272606	252399
		Maidenform, Inc.	9/18/1928	2/5/1929
FZL&Z, P.C.				
United States		MAIDENFORM	104466	719353
TR-80/00666		Maidenform, Inc.	9/14/60	8/1/61
FZL&Z, P.C.				
United States		MAIDENFORM	72/428826	971400
		Maidenform, Inc.	6/30/72	10/23/73
United States		MAIDENFORM	599833	547558
		Maidenform, Inc.	6/27/50	9/4/51
FZL&Z, P.C.				
United States		MAIDENFORM Stylized	392532	927373
		Maidenform, Inc.	5/19/71	1/18/72
FZL&Z, P.C.				
United States		MASQUERADE	677893	612652
		Maidenform, Inc.	12/7/54	9/20/75
FZL&Z, P.C.				
United States		MEMORY STRETCH	26355	1035385
TT-92/03129		Maidenform, Inc.	7/9/74	3/9/76
FZL&Z, P.C.				
United States		MERELY ME	344512	894220
		Maidenform, Inc.	11/25/69	7/7/70
United States		MINI-CLING	314297	873493
		Maidenform, Inc.	12/12/68	7/22/69
FZL&Z, P.C.				

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	MORE OR LESS	72/430250	963689
	Maidenform, Inc.	7/19/72	7/10/73
FZL&Z, P.C.			
United States	NICE FEELING	438216	974040
	Maidenform, Inc.	10/13/72	11/27/73
FZL&Z, P.C.			
United States	NITE 'N-DAY Stylized & Design	528699	502626
TT-92/02139	Maidenform, Inc.	7/16/47	10/5/48
FZL&Z, P.C.			
United States	NO-SHOW	360202	902657
	Maidenform, Inc.	5/19/70	11/17/70*
FZL&Z, P.C.			
United States	NO-SHOW NATURALS	72/081296	1048581
	Maidenform, Inc.	3/24/76	9/21/76
United States	ONCE OVER LIGHTLY	291951	854702
TR-88/02354	Maidenform, Inc.	2/27/68	8/13/68
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			

United States	PANTINO	72/060762	680841
	Maidenform, Inc.	10/16/58	6/23/59
United States	PRE-LUDE	71/349784	316451
	Maidenform, Inc.	4/10/34	8/28/34
United States	PRECIOUS LITTLE	394280	926480
	Maidenform, Inc.	1/9/71	1/4/72
United States	PRETTY FOXY	233397	1181197
TA-79/01661	Maidenform, Inc.	10/1/79	12/8/81
FZL&Z, P.C.			
United States	PRETTY GIRL	303582	864584
TT-92/03129	Maidenform, Inc.	7/25/68	2/4/69
FZL&Z, P.C.			
United States	PRETTY GIRL Stylized	71/608441	551120
TT-92/03129	Maidenform, Inc.	1/5/51	11/20/51
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	PRINTS CHARMING	306615	872632
	Maidenform, Inc.	9/5/68	7/8/69
FZL&Z, P.C.			
United States	PRIVATE AFFAIR	623727	572600
	Maidenform, Inc.	1/17/52	3/31/73
FZL&Z, P.C.			
United States	PRIZE POSSESSIONS	291554	854227
TR-88/04539	Maidenform, Inc.	2/21/68	8/6/68
FZL&Z, P.C.			
United States	RATED X	386792	924326
	Maidenform, Inc.	3/19/71	11/23/71
FZL&Z, P.C.			
United States	REAL THING	72/438220	974640
	Maidenform, Inc.	10/13/72	12/11/73
FZL&Z, P.C.			
United States	RENDEZVOUS	74/418356	1833907
TA-93/06390	Maidenform, Inc.	7/26/93	5/3/94
FZL&Z, P.C.			
United States	SARONG	686394	622358
TT-92/03129	Maidenform, Inc.	4/27/55	2/28/56
FZL&Z, P.C.			
United States	SARONG	148910	749821
TT-92/03129	Maidenform, Inc.	7/12/62	5/21/63
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	SARONG Stylized	71/593608	553826
TT-92/03129	Maidenform, Inc.	3/8/50	1/22/52
FZL&Z, P.C.			
United States	SATIN SEDUCTION	74/626907	1946806
	Maidenform, Inc.	1/30/95	1/9/96
FZL&Z, P.C.			
United States	SEA DREAM	267577	835526
	Maidenform, Inc.	3/27/67	9/19/67
United States	SECRET CENTER	455104	982013
TR-79/00422	Maidenform, Inc.	4/19/73	4/9/74
FZL&Z, P.C.			
United States	SECRET CIRCLE	52472	1038532
	Maidenform, Inc.	5/14/75	4/27/76
FZL&Z, P.C.			
United States	SELF-EXPRESSIONS	74/311299	1771562
TA-92/07572	Maidenform, Inc.	9/4/92	5/18/93
FZL&Z, P.C.			
United States	SHAPE ME	403411	947309
	Maidenform, Inc.	9/23/71	11/14/72
United States	SHAPE ME PRETTY	2147	989353
	Maidenform, Inc.	9/27/73	7/30/74

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		SHAPE ME SWEETLY	2146	989352
		Maidenform, Inc.	9/27/73	7/30/74
United States		SHAPE-MATES	310967	870953
		Maidenform, Inc.	10/31/68	6/10/69
FZL&Z, P.C.				
United States		SHEER EASE	72/230268	826916
		Maidenform, Inc.	10/15/65	4/4/67
United States		SHEER MUSIC	223808	811734
		Maidenform, Inc.	7/20/65	7/20/65
United States		SHEER-THING	377083	917283
		Maidenform, Inc.	11/25/70	7/27/71
United States		SHEERLING	377073	918108
		Maidenform, Inc.	11/25/70	8/10/71
United States		SHIMMER-SHEER	377070	917276
		Maidenform, Inc.	11/25/70	7/27/71
United States		SHIMMERLING	377076	917280
		Maidenform, Inc.	11/25/70	7/27/71
United States		SIMPLE SOLUTIONS	75/129271	2081350
		Maidenform, Inc.	7/2/96	7/22/97

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	SIMPLY BETTER	724542	1559070
TT-92/03129	Maidenform, Inc.	4/25/88	10/3/89
FZL&Z, P.C.			
United States	SKIN WEAR	377079	925156
	Maidenform, Inc.	11/5/70	12/7/71
United States	SKIN WEAR	72/377079	925156
	Maidenform, Inc.	11/25/70	12/7/71
United States	SLIGHT ADVANTAGE	403410	947308
	Maidenform, Inc.	9/23/71	11/14/72
United States	SMALL TALK	438217	975057
	Maidenform, Inc.	10/13/72	12/18/73
United States	SMOOTH OPERATOR	377067	918588
	Maidenform, Inc.	11/25/70	8/17/71
United States	SMOOTH SENSATIONS	75/348632	2245111
	Maidenform, Inc.	8/28/97	5/11/99
United States	SOFTALURE	371818	1245424
	Maidenform, Inc.	6/28/82	7/12/83
United States	SOMETHING SHAPELY	126732	1081860
	Maidenform, Inc.	5/16/77	1/10/78

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States TA-91/08567 FZL&Z, P.C.	SOMETHING SPECIAL Maidenform, Inc.	74/156695 4/12/91	1720387 9/29/92
United States	SPLITS Stylized Maidenform, Inc.	71/465102 11/18/43	406780 4/25/44
United States	STRETCH-CONFECTION Maidenform, Inc.	314298 12/12/68	873494 7/22/69
United States TR-81/00998 FZL&Z, P.C.	STYLEMASTER Maidenform, Inc.	12/27/61	742026 12/11/62
United States TT-92/03129 FZL&Z, P.C.	SUBTRACT Maidenform, Inc.	8119 12/5/73	992896 9/10/74
United States TT-92/03129 FZL&Z, P.C.	SUBTRACT Maidenform, Inc.	78315 7/23/59	696818 4/26/60
United States TT-92/03129 FZL&Z, P.C.	SUBTRACT ELITE Maidenform, Inc.	561025 9/30/85	1392474 5/6/86
United States FZL&Z, P.C.	SWEET DREAMS Maidenform, Inc.	150574 8/6/62	751338 6/18/63
United States FZL&Z, P.C.	SWEET MISS Maidenform, Inc.	367470 8/7/70	913883 6/8/71

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	SWEET MS.	2149	995639
TR-79/00430	Maidenform, Inc.	9/27/73	10/15/74
FZL&Z, P.C.			
United States	SWEET NOTHINGS	169954	765976
	Maidenform, Inc.	5/29/63	3/3/64
FZL&Z, P.C.			
United States	SWEET SECRET	345550	898362
	Maidenform, Inc.	12/8/69	9/8/70
FZL&Z, P.C.			
United States	SWEET SOMETHINGS	117805	1077962
TR-81/00999	Maidenform, Inc.	3/3/77	11/22/77
FZL&Z, P.C.			
United States	SWEET TALK	94007	740668
TR-81/01000	Maidenform, Inc.	3/30/60	11/13/62
FZL&Z, P.C.			
United States	SWEET THING	72/235842	828608
	Maidenform, Inc.	1/5/66	5/9/67
United States	TAKE THE PLUNGE	72/438952	974042
	Maidenform, Inc.	10/20/72	11/27/73
United States	TENDER LACE	404824	947636
	Maidenform, Inc.	10/12/71	11/21/72
FZL&Z, P.C.			
United States	THE BRA FOR DIETERS	724532	1515520
TT-92/03129	Maidenform, Inc.	4/25/88	12/6/88
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	THE COTTON CONTINENTALS	345218	1224348
TR-88/02413	Maidenform, Inc.	1/11/82	1/18/83
FZL&Z, P.C.			
United States	THE GLOW-TOGETHERS	291949	854700
TR-88/04534	Maidenform, Inc.	2/27/68	8/13/68
FZL&Z, P.C.			
United States	THE MAIDENFORM WOMAN, YOU NEVER KNOW WHERE SHE'LL TURN UP	228225	1162031
TR-79/00986	Maidenform, Inc.	8/20/79	7/21/81
FZL&Z, P.C.			
United States	THE SHAPE MAKER		1000124,
TR-79/00431	Maidenform, Inc.	4/18/74	12/24/74
FZL&Z, P.C.			
United States	THE TOTALLY TERRIFICS	291672	854696
TR-88/04535	Maidenform, Inc.	2/23/68	8/13/68
FZL&Z, P.C.			
United States	TRUE FORM Stylized	188871	186657
TT-92/03129	Maidenform, Inc.	11/24/1923	7/22/1924
FZL&Z, P.C.			
United States	UNDER RIGHT	25551	654171
	Maidenform, Inc.	3/5/57	11/5/57
FZL&Z, P.C.			
United States	UNDER-FLING	377086	917284
	Maidenform, Inc.	11/25/70	7/27/71
FZL&Z, P.C.			
United States	UNDER-SHEATH	72/240757	829138
	Maidenform, Inc.	3/11/66	5/23/67

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	UNDER-WONDER	269029	877027
TT-92/03129	Maidenform, Inc.	4/13/67	9/16/69
FZL&Z, P.C.			
United States	UNDERCURRENT	301017	862030
TR-87/02412	Maidenform, Inc.	6/21/68	12/17/68
FZL&Z, P.C.			
United States	UNDERLINE	697115	628766
	Maidenform, Inc.	10/25/55	6/12/56
FZL&Z, P.C.			
United States	UNDERMOST	72/212127	799139
	Maidenform, Inc.	2/16/65	11/23/65
United States	UNDERSKINS	377080	918591
	Maidenform, Inc.	11/25/70	8/17/71
FZL&Z, P.C.			
United States	UNDERTONE	72/039149	665802
	Maidenform, Inc.	10/18/57	8/12/58
United States	WANTED	110451	718982
TR-80/00672	Maidenform, Inc.	12/19/60	7/25/61
FZL&Z, P.C.			
United States	WHITE FLOWERS	29086	659393
	Maidenform, Inc.	4/29/57	3/11/78
FZL&Z, P.C.			
United States	WISE GUISE	72/250080	820814
	Maidenform, Inc.	7/12/66	12/20/66

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
United States	WOMAN POWER	377069	917275
	Maidenform, Inc.	11/25/70	7/27/71
FZLAZ, P.C.			
United States	YOUNG PERFORMERS	603385	1424036
	Maidenform, Inc.	6/9/86	1/6/87
FZLAZ, P.C.			
United States	YOUR BODY	377068	919016
	Maidenform, Inc.	11/2/70	8/24/71
FZLAZ, P.C.			
USA	Brieflee		0824482
USA	Maidenette		0252399

TRADEMARK APPLICATION NUMBERS

MARK	APPLICATION NUMBER
Body Hugs	76/064644
Flaunt It	76/037828
Liquidcurves	75/829052

MAIDENFORM, INC.

Foreign Trademark Registrations

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
African Intellectual Prop.	MAIDENFORM Stylized	16558	10/26/56
Algeria	MAIDENFORM Stylized	050263	2/16/76
Andora	FLEXEES	12409	12/22/98
Andorra	MAIDENFORM	2195	1/8/97
Antigua	MAIDENFORM	2230	8/20/79
Argentina	MAIDENFORM Stylized	1359239	4/28/62
Argentina	SUBTRACT	1528670	6/30/94
Argentina	SWEET NOTHINGS	1346446	6/14/79
Aruba	MAIDENFORM	11328	5/20/88
Australia	MAIDENFORM	A429697	7/10/85
Australia	MAIDENFORM CHANTILLY	A406951	4/16/84
Australia	SUBTRACT	A253302	11/1/71
Austria	MAIDENFORM	131056	5/30/90
Azerbaijan	MAIDENFORM	N950754	10/13/95
Bahamas	MAIDENFORM	1264	9/14/44
Bangladesh	MAIDENFORM Stylized	4585	7/25/56
Barbados	MAIDENFORM	560	5/25/50
Barbados	MAIDENFORM	81/355	4/24/86
Belarus	MAIDENFORM	3074	1/12/94
Benelux	FLEXEES	542133	12/28/93

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Benelux	MAIDENFORM Stylized	29276	6/15/72
Benelux	SUBTRACT	332008	3/28/75
Bermuda	MAIDENFORM Stylized	2008	9/18/44
Bolivia	MAIDENFORM	10146/43416-A	6/20/51
Bophuthatswana	MAIDENFORM Stylized	60/3400	9/22/84
Botswana	MAIDENFORM Stylized	S.A.2277	9/22/74
Brazil	FLEXEES	816877220	1/18/94
Brazil	MAIDENFORM	814507891	8/14/90
Brazil	SUBTRACT	816877211	1/18/94
Brunei	MAIDENFORM	3660	4/16/68
Bulgaria	MAIDENFORM Stylized	5762	7/7/67
Canada	CHANSONETTE	100547	4/29/55
Canada	DREAMFORM	127059	6/29/77
Canada	FLEXEES	362868	11/10/89
Canada	I'M ON A DIET	209235	9/5/75
Canada	LILYETTE BRAS PANTIES YOUR UNDERNEATH Stylized	454162	2/16/96
Canada	MAIDENETTE	105343	12/28/56
Canada	MAIDENFORM	369560	6/15/90
Canada	PRECIOUS LITTLE	176986	7/16/71
Canada	SELF EXPRESSIONS	415840	8/20/93
Canada	SUBTRACT	180518	1/7/72

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Canada	SWEET NOTHINGS	242426	4/3/80
Canada	SWEET NOTHINGS	143922	2/11/66
Canada	TRUE FORM	UCA 34552	5/21/64
Canada	UNDERCURRENT	188692	2/16/73
Caymen Islands	MAIDENFORM	None	7/22/96
Caymen Islands	MAIDENFORM Stylized	None	7/28/80
Chile	FLEXEES	439046	2/7/95
Chile	MAIDENFORM Stylized	367878	11/18/60
Chile	NICE 'N SPICY	451865	10/23/95
Chile	SUBTRACT	433683	11/2/94
Chile	SWEET NOTHINGS	377338	7/3/81
China	FLEXEES	781748	10/7/95
China	MAIDENFORM & Chinese Characters & Design	1218674	10/28/98
China	MAIDENFORM (in Chinese Characters - Cantonese)	171613	2/15/83
China	MAIDENFORM (in Chinese Characters - Mandarin)	1288260	6/28/99
China	MAIDENFORM, INC.	182069	7/5/83
China	FLEXEES	161474	5/26/94
Columbia	MAIDENFORM	69668	9/10/69
Columbia	SUBTRACT	161475	5/26/94
Comoro Islands	MAIDENFORM		
Costa Rica	MAIDENFORM	75582	5/14/91

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Costa Rica	MAIDENFORM Stylized	23331	3/10/64
Costa Rica	MAIDENFORM, INC.	31715	6/30/65
Croatia	MAIDENFORM Stylized	Z933441	10/6/93
Cuba	MAIDENFORM Stylized	54879	8/28/50
Czech Republic	MAIDENFORM Stylized	157301	1/25/67
Denmark	FLEXEES	1456/1994	3/4/94
Denmark	MAIDENFORM Stylized	1116/1970	3/20/70
Denmark	SUBTRACT	647/1974	3/8/84
Djibouti	MAIDENFORM	A5Vol.94F59N464/5	3/14/88
Ecuador	MAIDENFORM	5637-95	10/4/40
Egypt	MAIDEN FORM	7838	4/9/72
Egypt	SUBTRACT	92054	4/29/00
Estonia	MAIDENFORM	09278	3/14/94
Fiji Islands	MAIDENFORM Stylized	18346	8/11/59
Finland	FLEXEES	135073	12/5/94
Finland	MAIDENFORM	46791	4/20/66
Finland	SUBTRACT	135074	12/5/94
France	MAIDENFORM	1475257	7/6/88
France	SUBTRACT	1621221	11/30/70
France	SWEET NOTHINGS	1576594	3/11/80
Gaza	FLEXEES	4366	3/22/98
Gaza	MAIDENFORM	4364	3/22/98

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Gaza	SUBTRACT	4365	3/22/98
Georgia	MAIDENFORM	N9305	5/13/98
Germany	FLEXEES	2078722	9/22/94
Germany	MAIDENFORM	962360	9/2/77
Germany	SEA DREAM	909967	9/20/73
Germany	SUBTRACT	885145	12/16/70
Germany	SWEET NOTHINGS	981231	1/26/79
Ghana	MAIDENFORM Stylized	11751	2/28/62
Great Britain	EXCLUSIVELY YOURS BY SUBTRACT	1415588	2/23/90
Great Britain	FLEXEES	B569401	6/11/92
Great Britain	FLEXEES	B1499956	5/8/92
Great Britain	MAIDENFORM	1185879	11/24/82
Great Britain	MAIDENFORM Stylized	753022	4/19/77
Great Britain	SUBTRACT	1085700	10/26/77
Great Britain	SUBTRACT	967885	11/20/77
Greece	FLEXEES	117855	2/15/94
Greece	MAIDENFORM Stylized	29836	4/11/73
Greece	SUBTRACT	117854	5/19/1887
Grenada	MAIDENFORM	59/1989	9/15/89
Guatamala	MAIDENFORM Stylized	22539	9/7/70
Guatamala	MAIDENFORM, INC.	5138	3/23/90

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Guyana	MAIDENFORM Stylized	5898A	12/4/64
Haiti	MAIDENFORM	115Reg100	9/25/64
Honduras	MAIDENFORM	56811	1/13/93
Honduras	MAIDENFORM Stylized	10682	1/24/62
Hong Kong	FLEXEES	00908/1996	12/17/93
Hong Kong	MAIDEN FORM	538/56	9/2/76
Hong Kong	MAIDENFORM	B193/63	10/26/60
Hong Kong	MAIDENFORM Stylized	B194/63	10/26/67
Hong Kong	MAIDENFORM Stylized	A408/75	11/5/76
Hong Kong	MEI TUN FONG in Chinese Characters	777/1977	8/23/76
Hong Kong	PRIVATE AFFAIR	490/1994	9/19/91
Hong Kong	SUBTRACT	10929/1995	12/17/93
Hong Kong	SWEET NOTHINGS	1816/1980	8/8/79
Hungary	MAIDENFORM Stylized	118625	3/8/67
Iceland	MAIDENFORM Stylized	295/1964	12/5/64
India	MAIDENFORM	260664	11/18/69
Indonesia	FLEXEES	332297	4/24/95
Indonesia	MAIDENFORM	214937	11/12/76
Indonesia	MAIDENFORM Stylized	279236	8/29/92
Indonesia	SUBTRACT	332863	5/2/95
Indonesia	MAIDENFORM	51745	6/5/78

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Iran	MAIDENFORM	51745	6/5/78
Ireland	FLEXEES	159665	12/8/93
Ireland	MAIDENFORM	B81074	5/22/74
Ireland	ON A DIET	B107305	11/2/81
Ireland	SUBTRACT	B107304	11/2/81
Israel	FLEXEES	90327	9/7/95
Israel	MAIDENFORM Stylized	12224	4/24/52
Israel	SUBTRACT	90328	3/12/96
Italy	FLEXEES	663446	11/24/95
Italy	MAIDENFORM	581839	11/27/92
Italy	MAIDENFORM Stylized	339090	10/22/57
Italy	MAYA	412825	10/22/66
Italy	SUBTRACT	345903	12/7/77
Italy	SUBTRACT	645199	12/29/72
Italy	SUBTRACT	524793	3/23/88
Italy	SWEET NOTHINGS	437775	3/26/65
Italy	TRIC-O-LASTIC	534696	8/25/69
Jamaica	MAIDENFORM	B8015	8/5/66
Japan	MAIDENFORM	2016282	10/26/88
Japan	MAIDNFORM & Japanese Characters	1012389	5/10/73
Japan	MAIDENFORM Stylized	954699	3/21/72
Japan	SUBTRACT	1386565	7/31/79
Japan	SWEET NOTHINGS	1680453	4/20/84
Jordan	MAIDENFORM	5694	4/8/62

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Kazakhstan	MAIDENFORM	2138	10/21/93
Kenya	MAIDENFORM	11037	3/14/69
Kenya	MAIDENFORM	16359	1/13/76
Korea (South)	FLEXEES	309171	3/8/95
Korea (South)	MAIDENFORM	76283	4/20/81
Korea (South)	SUBTRACT	309172	3/8/95
Kuwait	MAIDENFORM	21402	5/31/89
Latvia	MAIDENFORM	M16866	8/22/94
Lebanon	MAIDENFORM Stylized	38476	3/16/65
Lesotho	MAIDENFORM	LSM9400706	9/22/74
Liberia	MAIDENFORM	5595/184	4/26/65
Libya	MAIDENFORM	5628/6738	3/17/70
Lithuania	MAIDENFORM	22835	5/20/96
Macao	MAIDENFORM Stylized	1877-M	1/25/88
Macedonia	MAIDENFORM	00293	2/5/99
Malawi	MAIDENFORM	1759/1958	5/21/58
Malaya	MAIDENFORM	M49815	4/20/68
Malaysia	FLEXEES	94/01475	2/26/94
Malaysia	SUBTRACT	94/01474	2/26/94
Mauritius	MAIDENFORM	A/12 No. 59	5/17/65
Mexico	DELECTABLES	305533	4/30/84
Mexico	FLEXEES	391899	10/25/90
Mexico	MAIDENFORM	306658	5/22/84
Mexico	NICE 'N SPICY	534267	10/28/96
Mexico	SEA DREAMS	228935	3/23/79

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Mexico	SUBTRACT	391900	10/25/90
Mexico	SWEET NOTHINGS	228934	3/23/79
Moldova	MAIDENFORM	1029	1/30/95
Monaco	MAIDENFORM Stylized	94.15793	10/17/69
Morocco	MAIDENFORM Stylized	28042	12/15/57
Myanmar	MAIDENFORM	430/1990	8/22/90
Namibia	MAIDENFORM	79/304SWA	3/23/79
Netherlands Antilles	MAIDEN FORM	2286	2/21/49
Netherlands Antilles	MAIDENFORM	15454	6/28/89
Netherlands Antilles	MAIDENFORM Stylized	7059	1/27/69
New Zealand	CONFECTION MAIDENFORM	80258	1/10/73
New Zealand	MAIDENFORM	B72017	10/25/62
New Zealand	SUBTRACT	111386	3/27/75
Nicaragua	MAIDENFORM	14574	7/22/75
Nigeria	MAIDENFORM Stylized	13180	6/11/62
Norway	FLEXEES	166111	12/22/94
Norway	MAIDENFORM Stylized	56040	5/19/60
Norway	SUBTRACT	166112	12/22/94
Pakistan	MAIDENFORM	7464	7/25/49
Panama	MAIDENFORM	047593	3/6/89
Panama	SWEET NOTHINGS	27787	3/2/82
Papua New Guinea	MAIDENFORM	A54019	4/30/84

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Paraguay	FLEXEES	216016	8/13/99
Paraguay	MAIDENFORM	181427	6/25/85
Paraguay	SUBTRACT	192157	4/18/97
Peru	MAIDENFORM	53604	6/28/84
Peru	SWEET NOTHINGS	027480	1/17/80
Philippines	MAIDENFORM Stylized	17619	8/10/72
Philippines	SUBTRACT	62972	5/21/96
Philippines	SWEET NOTHINGS	35856	8/20/86
Poland	MAIDENFORM	62685	3/19/87
Portugal	FLEXEES	296946	3/17/95
Portugal	MAIDENFORM	315519	11/9/96
Portugal	MAIDENFORM Stylized	159048	3/6/71
Portugal	SWEET NOTHINGS	203367	12/18/86
Puerto Rico	MAIDENFORM	4100	10/30/36
Romania	MAIDENFORM Stylized	2R2753	2/9/67
Russian Federation	MAIDENFORM	86716	3/10/89
Russian Federation	MAIDENFORM Stylized	36524	1/16/68
Sabah	MAIDENFORM	12268	4/20/68
Saint Vincent	MAIDENFORM	40/1989	9/18/89
Salvador	MAIDENFORM Stylized	18322	7/20/70
Salvador	MAIDENFORM, INC.	12108	3/10/65
Sarawak	MAIDENFORM	7601	4/24/75

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Saudi Arabia	MAIDENFORM	86/59	12/30/79
Sierra Leone	MAIDENFORM	7063	2/23/79
Singapore	FLEXEES	1079/94	2/7/94
Singapore	MAIDENFORM	43786	4/18/68
Singapore	SUBTRACT	1080/94	2/7/94
Singapore	SWEET NOTHINGS	81076	7/5/79
Slovenia	MAIDENFORM Stylized	6280108	3/5/96
Somalia	MAIDENFORM	753	6/12/65
South Africa	FLEXEES	97/01165	1/27/97
South Africa	MAIDENFORM	60/3400	9/22/74
South Africa	SUBTRACT	70/5308	11/23/70
Spain	FLEXEES	1798550	5/3/96
Spain	MAIDENFORM	1254714	9/20/89
Spain	MAIDENFORM	346106	9/18/59
Spain	SUBTRACT	1798551	5/3/96
Spain	SWEET NOTHINGS	915461	6/20/80
Sri Lanka	MAIDENFORM	48784	1/30/85
Sri Lanka	MAIDENFORM	11507	7/11/49
Sudan	MAIDENFORM	21046	3/17/85
Suriname	MAIDENFORM	12482	5/23/89
Suriname	MAIDENFORM Stylized	6344	5/19/69
Sweden	FLEXEES	260088	8/5/94
Sweden	MAIDENFORM Stylized	101091	9/22/61
Sweden	SUBTRACT	260089	8/5/94

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Switzerland	CARISSIMA	362599	1/13/88
Switzerland	FLEXEES	406258	10/13/72
Switzerland	MAIDENFORM Stylized	305713	9/2/60
Switzerland	SEA DREAM	370627	3/6/69
Switzerland	SUBTRACT	P-287487	3/8/77
Switzerland	SWEET NOTHINGS	339214	4/18/85
Syria	MAIDENFORM Stylized	12263	10/3/66
Taiwan	FLEXEES	670706	2/16/95
Taiwan	MAIDENFORM & Chinese Characters	177293	4/16/82
Taiwan	MAIDENFORM & Chinese Characters	130777	4/1/80
Taiwan	MAIDENFORM & Design & Chinese Characters	446216	6/16/89
Taiwan	MAIDENFORM (in Chinese Characters)	130778	4/1/80
Taiwan	MAIDENFORM Stylized	32898	11/1/37
Taiwan	MAIDENFORM Stylized	52890	6/1/72
Taiwan	SUBTRACT	670705	2/16/95
Taiwan	SWEET NOTHINGS Chinese Characters	298262	9/16/85
Tanganyika	MAIDENFORM Stylized	9548	5/11/65
Thailand	MAIDENFORM	79808	6/13/80
Thailand	SUBTRACT	Kor23350	3/10/94

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Thailand	SWEET NOTHINGS	76604	9/1/80
Transkei	MAIDENFORM Stylized	60/3400	9/22/84
Trinidad & Tobago	MAIDENFORM	63/1939	10/3/39
Trinidad & Tobago	SWEET NOTHINGS	3139	4/12/79
Tunisia	MAIDENFORM Stylized	EE970915	6/13/67
Turkey	MAIDENFORM	133817	5/3/72
Turks & Caicos Islands	MAIDENFORM	10347	1/2/86
Uganda	MAIDENFORM Stylized	8590	2/23/65
Ukraine	MAIDENFORM	5706	6/30/94
Uruguay	MAIDENFORM Stylized	260476	11/4/42
Uzbekistan	MAIDENFORM	1232	10/8/93
Venda	MAIDENFORM	60/3400	9/22/84
Venezuela	MAIDENFORM Stylized	52333	12/9/66
Venezuela	SWEET NOTHINGS	52378	12/29/66
Vietnam	MAIDENFORM	259	7/2/85
Yemen	MAIDENFORM Stylized	2041	1/26/65
Yugoslavia	MAIDENFORM Stylized	15613	9/15/62
Zaire	MAIDENFORM	5699/96	10/24/96
Zambia	MAIDENFORM	4759	1/29/57
Zambia	MAIDENFORM	376/92	11/9/92
Zimbabwe	MAIDENFORM	463/88	8/10/88

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Zimbabwe	MAIDENFORM Stylized	85/1957	1/29/57

Foreign Trademark Applications

COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE
Egypt	FLEXEES	92053	8/29/94
Mozambique	MAIDENFORM	2838/99	10/1/99
Swaziland	MAIDENFORM	NR1068	12/21/95
Venezuela	FLEXEES	23176-93	12/27/93
Venezuela	MAIDENFORM	8988-88	5/27/88
Venezuela	SUBTRACT	23177-93	12/27/93
West Bank	FLEXEES	4937	3/11/97
West Bank	MAIDENFORM	4939	3/11/97
West Bank	SUBTRACT	4938	3/11/97

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement ("Agreement"), dated June 8, 2001, is by and between Maidenform, Inc., a New York corporation ("Debtor"), with its chief executive office at 154 Avenue E, Bayonne, New Jersey 07002, to and in favor of Congress Financial Corporation, a Delaware corporation, in its capacity as collateral agent pursuant to the Collateral Agency Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, NCC Industries, Inc. ("NCC"), Maidenform Online, Inc. ("Online") and MF Retail, Inc. ("Retail", and together with Debtor, NCC and Online, individually, each a "Borrower" and collectively, "Borrowers") have entered or are about to enter into financing arrangements with Congress Financial Corporation (in its individual capacity, "Revolving Loan Lender") pursuant to which Revolving Loan Lender may make loans and provide other financial accommodations to Borrowers as set forth in the Loan Agreement, dated of even date herewith, by and among Debtor, the other Borrowers, certain of their affiliates and Revolving Loan Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents, guaranties and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Revolving Loan Lender Agreements");

WHEREAS, Debtor has issued or is about to issue its 18% Secured Convertible Notes due 2003 pursuant to the Secured Convertible Note Purchase Agreement, dated of even date herewith, by and among the holders of such Notes, Noteholder Agent (as hereinafter defined) and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Note Purchase Agreement", and together with such Notes and the other agreements, documents, guaranties and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Noteholder Agreements") and such obligations of

Maidenform evidenced by or arising pursuant to such Notes and the other Noteholder Agreements have been or will be guaranteed by the other Borrowers and certain of their affiliates and Oaktree Capital Management LLC is acting as agent for and on behalf of the holders of such Notes pursuant to the Note Purchase Agreement (in such capacity, "Noteholder Agent");

WHEREAS, Revolving Loan Lender and the Noteholders (the Revolving Loan Lender and Noteholders being referred to herein, each individually as a "Lender" and collectively, as "Lenders") have authorized and appointed Secured Party to act for and on behalf of each of them as collateral agent as set forth in the Intercreditor and Collateral Agency Agreement, dated of even date herewith, by and among Secured Party, Noteholder Agent and Lenders, as acknowledged and agreed to by Debtor, the other Borrowers and certain of their affiliates (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Collateral Agency Agreement"); and

WHEREAS, in order to induce Secured Party, Noteholder Agent and Lenders to enter into the Revolving Loan Lender Agreements and the Noteholder Agreements (the Revolving Loan Lender Agreements and the Noteholder Agreements being referred to herein collectively as the "Financing Agreements") and to purchase the 18% Secured Convertible Notes in the case of the Noteholders and make loans and advances and provide other financial accommodations to Borrowers in the case of Revolving Loan Lender, Debtor has agreed to grant to Secured Party for the benefit of Lenders certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, collective marks, certification marks, Internet domain names, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the

business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming the Debtor as licensor or licensee and providing for the grant of any rights concerning any Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill connected with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party for the benefit of Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, Noteholder Agent or any Lender and/or any of their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the Note Purchase Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, or secured or unsecured (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the

Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except as otherwise permitted in Section 3(i) below. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party or any Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or any Lender or as otherwise determined by Secured Party or any Lender. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise for and on behalf of Lenders of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party or any Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Debtor, shall be payable on demand together with

interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party or any Lender, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party or any Lender to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party for the benefit of Lenders.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable provided, that, Debtor may, after prior written notice to Secured Party, abandon or allow any registered Trademark to become invalidated, unenforceable, avoided or avoidable, so long as such Trademark is no longer used or useful in the business of Debtor or any of its affiliates, has not been used by Debtor or any of its affiliates for a period of six (6) months or more from the date of such written notice to Secured Party, is not material to the business of Debtor or any of its affiliates and has little or no value. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings, except with respect to Trademarks which may be abandoned or invalidated, unenforceable, avoided or avoidable to the extent permitted under Section 3(i) above.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. To Debtor's knowledge, no third party is now infringing on the Trademarks

and related rights owned or used by Debtor, except as shall be disclosed in writing by Debtor to Secured Party by no later than June 30, 2001. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any material Trademark or is likely to cause confusion with any material Trademark. If requested by Secured Party or any Lender, Debtor, at Debtor's expense, shall join with Secured Party and any Lender in such action as Secured Party and any Lender, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) The exercise by Secured Party of any of its rights and remedies hereunder will not contravene any law or contractual restriction binding on or otherwise affecting Debtor or any of its properties.

(n) This Agreement creates valid security interests and liens in favor of Secured Party in the Collateral to secure the Obligations.

(o) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party or any Lender, upon the occurrence of any Event of Default, as such term is defined in the Financing Agreements (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and any Lender, whether provided under this Agreement, the Loan Agreement, the Note Purchase Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies for and on behalf of Lenders which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Subject to the rights of the Noteholders under the Collateral Agency Agreement, Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Subject to the rights of the Noteholders under the Collateral Agency Agreement, Secured Party or Revolving Loan Lender (or any other Lender with the consent of Revolving Loan Lender) shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party and Lenders may in their discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements.

(f) Debtor shall supply to Secured Party and its designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor, Secured Party and Lenders in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party or any Lender shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party or any Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party or any Lender against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following

addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Maidenform, Inc.
154 Avenue E
Bayonne, New Jersey 07002
Attention: Steven N. Masket, Esq.

If to Secured Party: Congress Financial Corporation,
as Collateral Agent
1133 Avenue of the Americas
New York, New York 10036
Attention: Mr. Laurence S. Forte

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and Lenders pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

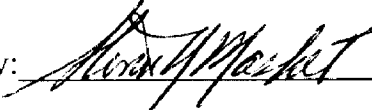
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party, and as to any amendment or modification by Debtor. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have

expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

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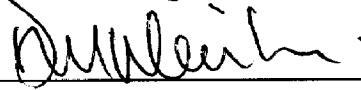
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MAIDENFORM, INC.

By: 

Title: Executive Vice-President

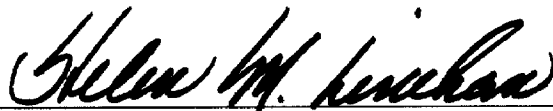
CONGRESS FINANCIAL CORPORATION,
as Collateral Agent

By: 

Title: SVP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 8th day of June, 2001, before me personally came Steven N. Masket, to me known, who being duly sworn, did depose and say, that he is the Executive Vice-President of MAIDENFORM, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2002

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 8th day of June, 2001, before me personally came David M. Weinstein, to me known, who, being duly sworn, did depose and say, that he is the Sr. Vice- President of CONGRESS FINANCIAL CORPORATION, as Collateral Agent, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2002

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

- (a) License Agreement dated March 1, 1979, as amended and renewed, between Maidenform, Inc., as licensor, and Tejedurias Naiberger S.A.I.C.I.F., as licensee, for Maidenform trademark in Argentina
- (b) License Agreement dated October 23, 1980, as amended and renewed, between Maidenform, Inc., as licensor, and Conatex, Ltda., as licensee, for Maidenform trademark in Colombia
- (c) License Agreement dated July 3, 1963, as amended, between Maidenform, Inc., as licensor, and Confecciones de El Salvador, S.A., as licensee, for Maidenform trademark in El Salvador
- (d) License Agreement dated November 17, 1965, as amended and renewed, between Maidenform, Inc., as licensor, and Confecoes Planeta, Lda., as licensee, for Maidenform trademark in Portugal
- (e) License Agreement dated November 5, 1975, as amended, between Maidenform, Inc., as licensor, and Modelador, S.A., as licensee, for Maidenform trademark in Peru
- (f) License Agreement, dated October 8, 1976, as amended, between Maidenform, Inc., as licensor, and Central Garment Factory Co., Ltd., as licensee, for Maidenform trademark in Thailand
- (g) License Agreement dated March 15, 1999 between Wiesner Products, Inc., as licensee, and Maidenform, Inc., as licensor, for use of the Maidenform trademark in connection with the manufacture and sale of ladies slippers and slipper sox.
- (h) License Agreement dated February 16, 1999, as amended and supplemented, between Wundies Enterprises, Inc., as licensee, and Maidenform, Inc., as licensor, for use of the Maidenform trademark in connection with the manufacture and sale of underwear, sleepwear and bras for girls.

- (i) License Agreement dated December 23, 1999 between Lady Ester Lingerie Corporation, as licensee, and Maidenform, Inc., as licensor, for use of the Maidenform trademark in connection with girls slips.
- (j) Central Garment Factory Co., Ltd., as licensee, for Maidenform trademark in Thailand for intimate apparel products (out for signature)
- (k) Phantom Industries, Inc. for certain products for Canada (out for signature)
- (l) License Agreement dated April 26, 1995, between Triumph International Overseas Limited and Triumph International AG, as licensees, and Maidenform, Inc. and NCC Industries, Inc., as licensors, for use of the Lillyets trademark in the European Area

EXHIBIT C
TO
TRADEMARK COLLATERAL
AND ASSIGNMENT SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that MAIDENFORM, INC. ("Debtor"), having an office at 154 Avenue E, Bayonne, New Jersey 07002, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION, as collateral agent for the financial institutions party from time to time to the Collateral Agency Agreement (as such term is defined in the Security Agreement ("Secured Party")), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: June __, 2001

MAIDENFORM, INC.

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of June, 2001, before me personally came _____, to me known, who being duly sworn, did depose and say, that he/she is the _____ of MAIDENFORM, INC., 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

Maidenform, Inc.

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	AFTER 10	122010	740948
TR-81/00989	Maidenform, Inc.	6/14/61	11/20/62
FZL&Z, P.C.			
United States	ALL THE TIME	75/714609	2336014
	Maidenform, Inc.	5/27/99	3/28/00
United States	ARABESQUE	345495	1228569
TA-81/03017	Maidenform, Inc.	1/13/82	2/22/83
FZI & Z, P.C.			
United States	ARIETTE	291558	854695
TR-88/02351	Maidenform, Inc.	2/21/68	8/13/68
FZL&Z, P.C.			
United States	B-COMFORTABLE	517691	1354360
TT-92/03129	Maidenform, Inc.	1/14/85	8/13/85
FZL&Z, P.C.			
United States	BACK UP	54283	1063374
TT-92/03129	Maidenform, Inc.	6/5/75	4/12/77
FZL&Z, P.C.			
United States	BARE DEVIL	192303	784480
	Maidenform, Inc.	4/29/64	2/2/65
FZL&Z, P.C.			
United States	BARELY ME	344508	899726
	Maidenform, Inc.	11/25/69	9/29/70
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	BAROQUE	197036	787219
	Maidenform, Inc.	7/25/64	3/23/65
FZL&Z, P.C.			
United States	BAUBLES	136666	743041
	Maidenform, Inc.	1/26/62	1/1/63
FZL&Z, P.C.			
United States	BE BRIEF	469963	1342803
TT-92/03129	Maidenform, Inc.	3/12/84	6/18/85
FZL&Z, P.C.			
United States	BE SLIM	71760	1050123
TT-92/03219	Maidenform, Inc.	12/15/75	10/12/76
FZL&Z, P.C.			
United States	BEGUILEMENT	291947	854698
TR-88/04537	Maidenform, Inc.	2/27/68	8/13/68
FZL&Z, P.C.			
United States	BIT OF BRIGHTNESS	2150	995640
TR-79/00425	Maidenform, Inc.	9/27/73	10/15/74
FZL&Z, P.C.			
United States	BIT OF COLOR	2151	995641
TR-79/00426	Maidenform, Inc.	9/27/73	10/15/74
FZL&Z, P.C.			

United States	BODY TALK	377087	916765
	Maidenform, Inc.	11/25/70	7/20/71
FZL&Z, P.C.			

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		BODY THING	377077	919017
		Maidenform, Inc.	11/25/70	8/24/71
	FZL&Z, P.C.			
United States		BODYMATES	408417	949861
		Maidenform, Inc.	11/22/71	1/2/73
	FZL&Z, P.C.			
United States		BRAVO	73/521157	1358147
		Maidenform, Inc.	2/7/85	9/3/85
United States		BRIEF ENCOUNTER	388632	924754
		Maidenform, Inc.	4/8/71	11/30/71
	FZL&Z, P.C.			
United States		BRIEFCLING	314299	873495
		Maidenform, Inc.	12/12/68	7/22/69
	FZL&Z, P.C.			
United States		BRIEFLING	235840	819563
		Maidenform, Inc.	1/5/66	11/29/66
United States		CHANSONETTE	71/385524	344845
		Maidenform, Inc.	11/14/36	4/6/37
United States		CHANTILLY	324574	1315862
	TA-81/02196	Maidenform, Inc.	8/21/81	1/22/85
	FZL&Z, P.C.			
United States		CLEARLY ME	377075	917279
		Maidenform, Inc.	11/25/70	7/27/71
	FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	COLOR ME PRETTY	404822	946851
	Maidenform, Inc.	10/12/71	11/7/72
FZL&Z, P.C.			
United States	COMFORT WIRE	320110	877465
	Maidenform, Inc.	2/26/69	9/23/69
FZL&Z, P.C.			
United States	CONCERTINA	123334	733831
TR-81/00991	Maidenform, Inc.	7/3/61	7/3/62
FZL&Z, P.C.			
United States	CONFECTION	72/273557	838885
	Maidenform, Inc.	6/12/67	11/14/67
United States	COTTON UP	467034	995348
	Maidenform, Inc.	8/30/73	10/8/74
FZL&Z, P.C.			
United States	COUNTER-PART	72/240931	826929
	Maidenform, Inc.	3/14/66	4/4/67
United States	COUNTERPOINT	522112	437024
TR-88/02352	Maidenform, Inc.	5/8/47	3/2/68
FZL&Z, P.C.			
United States	CUSTOMIZE IT	75/715729	2379153
	Maidenform, Inc.	5/27/99	8/22/00
United States	DAY DREAMS	72/098661	717213
	Maidenform, Inc.	6/8/60	6/20/61

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		DEC-LA-TAY Stylized	339403	307816
		Maidenform, Inc.	6/30/33	11/7/33
	FZL&Z, P.C.			
United States		DEFINITION	291946	854697
TR-88/04538		Maidenform, Inc.	2/27/68	8/13/68
	FZL&Z, P.C.			
United States		DELECTABLES	270030	836341
		Maidenform, Inc.	4/26/67	10/3/67
	FZL&Z, P.C.			
United States		DELICACY	285498	848720
TR-88/02353		Maidenform, Inc.	11/24/67	5/7/68
	FZL&Z, P.C.			
United States		DIALOGUE	172924	766435
		Maidenform, Inc.	7/12/63	3/10/64
	FZL&Z, P.C.			
United States		DIAMOND TOUCH	230270	816653
		Maidenform, Inc.	10/15/65	10/11/66
	FZL&Z, P.C.			
United States		DO IT IN STYLE	371776	1244621
		Maidenform, Inc.	6/28/82	7/5/83
	FZL&Z, P.C.			
United States		DREAM	187257	1129002
TA-79/01814		Maidenform, Inc.	9/28/78	1/8/80
	FZL&Z, P.C.			

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		DREAM FLOWERS	171897	767908
		Maidenform, Inc.	6/25/63	4/7/64
	FZL&Z, P.C.			
United States		DREAM-AIRE	128744	743826
		Maidenform, Inc.	9/27/61	1/15/63
	FZL&Z, P.C.			
United States		DREAMETTES	122009	734220
	TR-81/00992	Maidenform, Inc.	6/14/61	7/10/62
	FZL&Z, P.C.			
United States		DREAMFORM	72/090309	1062316
		Maidenform, Inc.	6/14/76	3/29/77
United States		DREAMLINER	123335	739405
	TR-81/00994	Maidenform, Inc.	7/3/61	10/16/62
	FZL&Z, P.C.			
United States		DREAMTIME	169952	769991
		Maidenform, Inc.	5/29/63	5/19/64
	FZL&Z, P.C.			
United States		DREAMWEAR	334175	887553
		Maidenform, Inc.	8/1/69	3/10/70
	FZL&Z, P.C.			
United States		EASY TOUCH	228054	811754
		Maidenform, Inc.	9/17/65	7/26/66
	FZL&Z, P.C.			
United States		EMPHASIS	85357	700601
	TR-79/00748	Maidenform, Inc.	11/16/59	7/5/60
	FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	EXCLUSIVELY YOURS	724504	1513696
TT-92/03129	Maidenform, Inc.	4/25/88	11/22/88
FZL&Z, P.C.			
United States	FASHION TIME	305614	867223
TA-89/00791	Maidenform, Inc.	8/21/68	3/25/69
FZL&Z, P.C.			
United States	FIRST INVENTIONS	128065	737199
	Maidenform, Inc.	9/18/61	9/4/62
FZL&Z, P.C.			
United States	FLEX-O-TONER	693504	1493266
TT-92/03129	Maidenform, Inc.	11/3/87	6/21/88
FZL&Z, P.C.			
United States	FLEXAIRE	439035	387227
TT-92/03129	Maidenform, Inc.	12/20/40	5/6/41
FZL&Z, P.C.			
United States	FLEXEES	75/606118	2311583
	Maidenform, Inc.	12/11/98	1/25/00
United States	FLEXEES Stylized	547224	509087
TT-92/03129	Maidenform, Inc.	1/16/48	4/26/49
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	FLEXEES Stylized	71/336488	305623
TT-92/03129	Maidenform, Inc.	4/6/33	8/22/33
FZL&Z, P.C.			
United States	FLOWERETTE	123551	733130
TR-81/00995	Maidenform, Inc.	7/7/61	6/19/62
FZL&Z, P.C.			
United States	FRAME-UP	122011	729506
TR-81/00996	Maidenform, Inc.	6/14/61	4/4/62
FZL&Z, P.C.			
United States	FRAPPE	112742	723645
TR-80/00664	Maidenform, Inc.	1/30/61	11/7/61
FZL&Z, P.C.			
United States	FRENCH FANCY	122866	1081155
	Maidenform, Inc.	4/15/77	1/3/78
FZL&Z, P.C.			
United States	GOOD FIGURING	208499	1140872
TA-79/01818	Maidenform, Inc.	3/22/79	10/28/80
FZL&Z, P.C.			
United States	GOOD SENSE	438225	968705
	Maidenform, Inc.	10/13/72	9/18/73
FZL&Z, P.C.			
United States	HALF WAY	227426	814567
	Maidenform, Inc.	9/8/65	9/6/66
FZL&Z, P.C.			
United States	HI-WIRE	172925	774626
	Maidenform, Inc.	7/12/63	8/4/64
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States TT-92/03129 FZL&Z, P.C.	HIDDEN ADVANTAGE Maidenform, Inc.	73/754407 9/27/88	1610621 8/21/90
United States TA-92/03402 FZL&Z, P.C.	HIP SLIMMER Maidenform, Inc.	74/138835 2/13/91	1722059 10/6/92
United States	HOLD ME LIGHTLY Maidenform, Inc.	72/434732 9/5/72	968697 9/18/73
United States	HYDRACURVES Maidenform, Inc.	9/14/00	
United States TT-92/03129 FZL&Z, P.C.	I'M ON A DIET Maidenform, Inc.	34957 10/18/74	1024730 11/11/75
United States TT-92/03129 FZL&Z, P.C.	INSTANT SLIMMER Maidenform, Inc.	74/046737 4/6/90	1665894 11/26/91
United States TR-79/00429 FZL&Z, P.C.	KEEP ME IN STYLE Maidenform, Inc.	2148 9/27/73	994367 10/1/74
United States FZL&Z, P.C.	LACE CONFECTION Maidenform, Inc.	314295 12/12/68	873491 7/22/69
United States TT-92/03129 FZL&Z, P.C.	LACE L'IMAGE Maidenform, Inc.	724507 4/25/88	1515519 12/6/88

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		LACERY	197145	787222
		Maidenform, Inc.	7/6/64	3/23/65
FZL&Z, P.C.				
United States		LETTER PERFECT	387150	1258626
TA-82/02114		Maidenform, Inc.	9/20/82	11/22/83
FZL&Z, P.C.				
United States		LIASONS	371771	1244620
		Maidenform, Inc.	6/28/82	7/5/83
FZL&Z, P.C.				
United States		LITTLE DIFFERENCE	72/438219	974386
		Maidenform, Inc.	10/13/72	12/4/73
FZL&Z, P.C.				
United States		LITTLE LUXURIES	122865	1081154
		Maidenform, Inc.	4/15/77	1/3/78
FZL&Z, P.C.				
United States		LITTLE NOTION	377085	918592
		Maidenform, Inc.	11/25/70	8/17/71

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		MAIDENETTE	272606	252399
		Maidenform, Inc.	9/18/1928	2/5/1929
FZL&Z, P.C.				
United States		MAIDENFORM	104466	719353
TR-80/00666		Maidenform, Inc.	9/14/60	8/1/61
FZL&Z, P.C.				
United States		MAIDENFORM	72/428826	971400
		Maidenform, Inc.	6/30/72	10/23/73
United States		MAIDENFORM	599833	547558
		Maidenform, Inc.	6/27/50	9/4/51
FZL&Z, P.C.				
United States		MAIDENFORM Stylized	392532	927373
		Maidenform, Inc.	5/19/71	1/18/72
FZL&Z, P.C.				
United States		MASQUERADE	677893	612652
		Maidenform, Inc.	12/7/54	9/20/75
FZL&Z, P.C.				
United States		MEMORY STRETCH	26355	1035385
TT-92/03129		Maidenform, Inc.	7/9/74	3/9/76
FZL&Z, P.C.				
United States		MERELY ME	344512	894220
		Maidenform, Inc.	11/25/69	7/7/70
United States		MINI-CLING	314297	873493
		Maidenform, Inc.	12/12/68	7/22/69
FZL&Z, P.C.				

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	MORE OR LESS	72/430250	963689
	Maidenform, Inc.	7/19/72	7/10/73
FZL&Z, P.C.			
United States	NICE FEELING	438216	974040
	Maidenform, Inc.	10/13/72	11/27/73
FZL&Z, P.C.			
United States	NITE 'N-DAY Stylized & Design	528699	502626
TT-92/02139	Maidenform, Inc.	7/16/47	10/5/48
FZL&Z, P.C.			
United States	NO-SHOW	360202	902657
	Maidenform, Inc.	5/19/70	11/17/70*
FZL&Z, P.C.			
United States	NO-SHOW NATURALS	72/081296	1048581
	Maidenform, Inc.	3/24/76	9/21/76
United States	ONCE OVER LIGHTLY	291951	854702
TR-88/02354	Maidenform, Inc.	2/27/68	8/13/68
FZL&Z, P.C.			

Country	Matter No.	Mark	App. No.	Reg. No.
Agent		Owner	Date	Reg. Date
United States		PANTINO	72/060762	680841
		Maidenform, Inc.	10/16/58	6/23/59
United States		PRE-LUDE	71/349784	316451
		Maidenform, Inc.	4/10/34	8/28/34
United States		PRECIOUS LITTLE	394280	926480
		Maidenform, Inc.	1/9/71	1/4/72
United States		PRETTY FOXY	233397	1181197
TA-79/01661		Maidenform, Inc.	10/1/79	12/8/81
FZL&Z, P.C.				
United States		PRETTY GIRL	303582	864584
TT-92/03129		Maidenform, Inc.	7/25/68	2/4/69
FZL&Z, P.C.				
United States		PRETTY GIRL Stylized	71/608441	551120
TT-92/03129		Maidenform, Inc.	1/5/51	11/20/51
FZL&Z, P.C.				

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	PRINTS CHARMING	306615	872632
	Maidenform, Inc.	9/5/68	7/8/69
FZL&Z, P.C.			
United States	PRIVATE AFFAIR	623727	572600
	Maidenform, Inc.	1/17/52	3/31/73
FZL&Z, P.C.			
United States	PRIZE POSSESSIONS	291554	854227
TR-88/04539	Maidenform, Inc.	2/21/68	8/6/68
FZL&Z, P.C.			
United States	RATED X	386792	924326
	Maidenform, Inc.	3/19/71	11/23/71
FZL&Z, P.C.			
United States	REAL THING	72/438220	974640
	Maidenform, Inc.	10/13/72	12/11/73
FZL&Z, P.C.			
United States	RENDEZVOUS	74/418356	1833907
TA-93/06390	Maidenform, Inc.	7/26/93	5/3/94
FZL&Z, P.C.			
United States	SARONG	686394	622358
TT-92/03129	Maidenform, Inc.	4/27/55	2/28/56
FZL&Z, P.C.			
United States	SARONG	148910	749821
TT-92/03129	Maidenform, Inc.	7/12/62	5/21/63
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent	Owner	Date	Reg. Date
United States	SARONG Stylized	71/593608	553826
TT-92/03129	Maidenform, Inc.	3/8/50	1/22/52
FZL&Z, P.C.			
United States	SATIN SEDUCTION	74/626907	1946806
	Maidenform, Inc.	1/30/95	1/9/96
FZL&Z, P.C.			
United States	SEA DREAM	267577	835526
	Maidenform, Inc.	3/27/67	9/19/67
United States	SECRET CENTER	455104	982013
TR-79/00422	Maidenform, Inc.	4/19/73	4/9/74
FZL&Z, P.C.			
United States	SECRET CIRCLE	52472	1038532
	Maidenform, Inc.	5/14/75	4/27/76
FZL&Z, P.C.			
United States	SELF-EXPRESSIONS	74/311299	1771562
TA-92/07572	Maidenform, Inc.	9/4/92	5/18/93
FZL&Z, P.C.			
United States	SHAPE ME	403411	947309
	Maidenform, Inc.	9/23/71	11/14/72
United States	SHAPE ME PRETTY	2147	989353
	Maidenform, Inc.	9/27/73	7/30/74

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States		SHAPE ME SWEETLY	2146	989352
		Maidenform, Inc.	9/27/73	7/30/74
United States		SHAPE-MATES	310967	870953
		Maidenform, Inc.	10/31/68	6/10/69
FZL&Z, P.C.				
United States		SHEER EASE	72/230268	826916
		Maidenform, Inc.	10/15/65	4/4/67
United States		SHEER MUSIC	223808	811734
		Maidenform, Inc.	7/20/65	7/20/65
United States		SHEER-THING	377083	917283
		Maidenform, Inc.	11/25/70	7/27/71
United States		SHEERLING	377073	918108
		Maidenform, Inc.	11/25/70	8/10/71
United States		SHIMMER-SHEER	377070	917276
		Maidenform, Inc.	11/25/70	7/27/71
United States		SHIMMERLING	377076	917280
		Maidenform, Inc.	11/25/70	7/27/71
United States		SIMPLE SOLUTIONS	75/129271	2081350
		Maidenform, Inc.	7/2/96	7/22/97

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States	TT-92/03129	SIMPLY BETTER	724542	1559070
	FZL&Z, P.C.	Maidenform, Inc.	4/25/88	10/3/89
United States		SKIN WEAR	377079	925156
		Maidenform, Inc.	11/5/70	12/7/71
United States		SKIN WEAR	72/377079	925156
		Maidenform, Inc.	11/25/70	12/7/71
United States		SLIGHT ADVANTAGE	403410	947308
		Maidenform, Inc.	9/23/71	11/14/72
United States		SMALL TALK	438217	975057
		Maidenform, Inc.	10/13/72	12/18/73
United States		SMOOTH OPERATOR	377067	918588
		Maidenform, Inc.	11/25/70	8/17/71
United States		SMOOTH SENSATIONS	75/348632	2245111
		Maidenform, Inc.	8/28/97	5/11/99
United States		SOFTALURE	371818	1245424
		Maidenform, Inc.	6/28/82	7/12/83
United States		SOMETHING SHAPELY	126732	1081860
		Maidenform, Inc.	5/16/77	1/10/78

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	SOMETHING SPECIAL	74/156695	1720387
TA-91/08567	Maidenform, Inc.	4/12/91	9/29/92
FZL&Z, P.C.			
United States	SPLITS Stylized	71/465102	406780
	Maidenform, Inc.	11/18/43	4/25/44
United States	STRETCH-CONFECTION	314298	873494
	Maidenform, Inc.	12/12/68	7/22/69
United States	STYLEMASTER		742026
TR-81/00998	Maidenform, Inc.	12/27/61	12/11/62
FZL&Z, P.C.	-		
United States	SUBTRACT	8119	992896
TT-92/03129	Maidenform, Inc.	12/5/73	9/10/74
FZL&Z, P.C.			
United States	SUBTRACT	78315	696818
TT-92/03129	Maidenform, Inc.	7/23/59	4/26/60
FZL&Z, P.C.			
United States	SUBTRACT ELITE	561025	1392474
TT-92/03129	Maidenform, Inc.	9/30/85	5/6/86
FZL&Z, P.C.			
United States	SWEET DREAMS	150574	751338
	Maidenform, Inc.	8/6/62	6/18/63
FZL&Z, P.C.			
United States	SWEET MISS	367470	913883
	Maidenform, Inc.	8/7/70	6/8/71
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	SWEET MS.	2149	995639
TR-79/00430	Maidenform, Inc.	9/27/73	10/15/74
FZL&Z, P.C.			
United States	SWEET NOTHINGS	169954	765976
	Maidenform, Inc.	5/29/63	3/3/64
FZL&Z, P.C.			
United States	SWEET SECRET	345550	898362
	Maidenform, Inc.	12/8/69	9/8/70
FZL&Z, P.C.			
United States	SWEET SOMETHINGS	117805	1077962
TR-81/00999	Maidenform, Inc.	3/3/77	11/22/77
FZL&Z, P.C.			
United States	SWEET TALK	94007	740668
TR-81/01000	Maidenform, Inc.	3/30/60	11/13/62
FZL&Z, P.C.			
United States	SWEET THING	72/235842	828608
	Maidenform, Inc.	1/5/66	5/9/67
United States	TAKE THE PLUNGE	72/438952	974042
	Maidenform, Inc.	10/20/72	11/27/73
United States	TENDER LACE	404824	947636
	Maidenform, Inc.	10/12/71	11/21/72
FZL&Z, P.C.			
United States	THE BRA FOR DIETERS	724532	1515520
TT-92/03129	Maidenform, Inc.	4/25/88	12/6/88
FZL&Z, P.C.			

Country	Mark	App. No.	Reg. No.
Matter No.	Owner	Date	Reg. Date
Agent			
United States	THE COTTON CONTINENTALS	345218	1224348
TR-88/02413	Maidenform, Inc.	1/11/82	1/18/83
FZL&Z, P.C.			
United States	THE GLOW-TOGETHERS	291949	854700
TR-88/04534	Maidenform, Inc.	2/27/68	8/13/68
FZL&Z, P.C.			
United States	THE MAIDENFORM WOMAN, YOU NEVER KNOW WHERE SHE'LL TURN UP	228225	1162031
TR-79/00986	Maidenform, Inc.	8/20/79	7/21/81
FZL&Z, P.C.			
United States	THE SHAPE MAKER		1000124,
TR-79/00431	Maidenform, Inc.	4/18/74	12/24/74
FZL&Z, P.C.			
United States	THE TOTALLY TERRIFICS	291672	854696
TR-88/04535	Maidenform, Inc.	2/23/68	8/13/68
FZL&Z, P.C.			
United States	TRUE FORM Stylized	188871	186657
TT-92/03129	Maidenform, Inc.	11/24/1923	7/22/1924
FZL&Z, P.C.			
United States	UNDER RIGHT	25551	654171
	Maidenform, Inc.	3/5/57	11/5/57
FZL&Z, P.C.			
United States	UNDER-FLING	377086	917284
	Maidenform, Inc.	11/25/70	7/27/71
FZL&Z, P.C.			
United States	UNDER-SHEATH	72/240757	829138
	Maidenform, Inc.	3/11/66	5/23/67

Country	Matter No.	Mark	App. No.	Reg. No.
Agent	Owner	Date	Reg. Date	
United States	TT-92/03129	UNDER-WONDER	269029	877027
FZL&Z, P.C.	Maidenform, Inc.	4/13/67		9/16/69
United States	TR-87/02412	UNDERCURRENT	301017	862030
FZL&Z, P.C.	Maidenform, Inc.	6/21/68		12/17/68
United States		UNDERLINE	697115	628766
FZL&Z, P.C.	Maidenform, Inc.	10/25/55		6/12/56
United States		UNDERMOST	72/212127	799139
	Maidenform, Inc.	2/16/65		11/23/65
United States		UNDERSKINS	377080	918591
FZL&Z, P.C.	Maidenform, Inc.	11/25/70		8/17/71
United States		UNDERTONE	72/039149	665802
	Maidenform, Inc.	10/18/57		8/12/58
United States	TR-80/00672	WANTED	110451	718982
FZL&Z, P.C.	Maidenform, Inc.	12/19/60		7/25/61
United States		WHITE FLOWERS	29086	659393
FZL&Z, P.C.	Maidenform, Inc.	4/29/57		3/11/78
United States		WISE GUISE	72/250080	820814
	Maidenform, Inc.	7/12/66		12/20/66

Country	Matter No.	Mark	App. No.	Reg. No.
Agent		Owner	Date	Reg. Date

United States		WOMAN POWER	377069	917275
		Maidenform, Inc.	11/25/70	7/27/71
FZLAZ, P.C.				
United States		YOUNG PERFORMERS	603385	1424036
		Maidenform, Inc.	6/9/86	1/6/87
FZLAZ, P.C.				
United States		YOUR BODY	377068	919016
		Maidenform, Inc.	11/2/70	8/24/71
FZLAZ, P.C.				

USA		Brieflee		0824482
USA		Maidenette		0252399

TRADEMARK APPLICATION NUMBERS

MARK	APPLICATION NUMBER
Body Hugs	76/064644
Flaunt It	76/037828
Liquidcurves	75/829052