

04-02-2002

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



ET

04-02-02

102039239

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
 01 04 2002
- Merger
- Change of Name
- Other

Conveying Party(ies)

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
 11 30 2001
- Formerly
- Individual General Partnership Limited Partnership Corporation Association
- Other
- State of Incorporation

Receiving Party

- Mark if additional names of conveying parties attached
- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code
- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other
- State of Incorporation

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

04/02/2002 GT0N11 00000073 76190890

FOR OFFICE USE ONLY

01	FC:481	40.00	OP
02	FC:482	375.00	OP
03	FC:484	120.00	OP

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

TRADEMARK

REEL: 002473 FRAME: 0255

Domestic Representative Name and Address

Enter for the first Receiving Party only.

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

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

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100

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

Address (line 1) Joseph T. Maksey

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.

20

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

Mark if additional numbers attached

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

Trademark Application Number(s) See Attached

Registration Number(s) See Attached

Three empty boxes for Trademark Application Number(s).

Three empty boxes for Registration Number(s).

Number of Properties

Enter the total number of properties involved. #

16

Fee Amount

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

\$415.00

Method of Payment: Enclosed Deposit Account

Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph T. Maksey

4/1/02

Name of Person Signing

Signature

Date

SALANT HOLDING CORPORATION TRADEMARKS

Status as of: November 30, 2001

MARK	COUNTRY	APPLN/ REG. NOS.	FILING/REG. DATE
DESIGNED BY CECILE PLATOVSKY	United States	Serial No. 76/190,890	Application Filed January 8, 2001
INTERIORS BY TRICOTS ST. RAPHAEL	United States	Reg. No. 2,373,932	Registered August 1, 2000.
LIBRARY	United States	Serial No. 76/153,188	Application Filed October 25, 2000.
LUXAWOOL ¹	United States	Reg. No. 1,940,248	Registered December 5, 1995.
MERINOLUX	United States	Reg. No. 2,260,018	Registered July 6, 1999.
OAK & CLAY	United States	Reg. No. 1,932,383	Registered October 31, 1995.
ST. RAPHAEL	Uruguay	Reg. No. 251.014	Registered May 13, 1992.
TRICOLUX	United States	Reg. No. 1,981,524	Registered June 18, 1996.
TRICOTS ST. RAPHAEL	Argentina	Reg. No. 1.627.737	Registered March 4, 1997.
TRICOTS ST. RAPHAEL	Australia	Reg. No. 671018	Registered August 29, 1995.
TRICOTS ST. RAPHAEL	Benelux	Reg. No. 538.359	Registered September 24, 1993.
TRICOTS ST. RAPHAEL <i>and Design</i> ²	Brazil	Reg. No. 818111011	Registered October 29, 1996.
TRICOTS ST. RAPHAEL (<i>Stylized</i>) ³	Canada	Reg. No. 340,231	Registered May 13, 1988.
TRICOTS ST. RAPHAEL	China	Reg. No. 821182	Registered March 7, 1996.
TRICOTS ST RAPHAEL	Columbia	Reg. No. 180.836	Registered October 20, 1995.
TRICOTS ST. RAPHAEL	Denmark	Reg. No. VR 1995 00569	Registered January 20, 1995.
TRICOTS ST. RAPHAEL	Ecuador	Reg. No. 2927-96	Registered November 15, 1996.
TRICOTS ST. RAPHAEL (<i>Stylized</i>) ⁴	Finland	Reg. No. 95751	Registered August 21, 1986.

¹ Abandon, per conversation with R. Platovsky.

² A modified "∞" sign appears under the mark.

³ Mark is written in lower-case letters.

SALANT HOLDING CORPORATION TRADEMARKS

TRICOTS ST. RAPHAEL	Spain	Reg. No. 2.108.784	Registered October 20, 1998.
TRICOTS ST. RAPHAEL (Stylized) ¹³	Sweden	Reg. No. 199,669	Registered January 31, 1986.
TRICOTS ST. RAPHAEL	Thailand	Reg. No. Kor 65138	Registered October 9, 1995.
TRICOTS ST. RAPHAEL	United Kingdom	Reg. No. 2069159	Registered April 19, 1996 ¹⁴ .
TRICOTS ST. RAPHAEL and Design ¹⁵	United States	Reg. No. 1,733,193	Registered November 17, 1992.
TRICOTS ST. RAPHAEL and Design ¹⁶	United States	Reg. No. 1,348,001	Registered July 9, 1985.
TRICOTS ST. RAPHAEL (Label)	Uruguay	Reg. No. 257.332	Registered September 24, 1993.
TRICOTS ST. RAPHAEL (Label) ¹⁷	Uruguay	Reg. No. 273.624	Registered December 14, 1994.
TRICOTS ST. RAPHAEL	Venezuela	Reg. No. P-193753	Registered January 3, 1997.
TRICOTS ST. RAPHAEL CHALLIS COTTON ¹⁸	United States	Reg. No. 2,005,241	Registered October 1, 1996.
TRICOTS ST. RAPHAEL CHEMISES ¹⁹	Canada	Serial No. 1,001,646	Application Filed January 11, 1999.
TRICOTS ST. RAPHAEL CHEMISES ²⁰	Japan	Reg. No. 4388792	Registered June 2, 2000.
TRICOTS ST. RAPHAEL CHEMISES ²¹	United States	Reg. No. 2,388,625	Registered September 19, 2000.
TRICOTS ST. RAPHAEL LIMITED EDITION ²²	United States	Reg. No. 1,895,621	Registered May 23, 1995.
TSR	Argentina	Reg. No. 1.945.951	Registered August 4, 1995.
TSR	Australia	Reg. No. 671017	Registered August 29, 1995.

¹³ Mark is written in lower-case letters.

¹⁴ In the United Kingdom, a registration lasts ten (10) years from the date of application (here, April 19, 1996). However, this mark officially entered the Registry on November 15, 1996.

¹⁵ A modified "∞" sign appears under the mark.

¹⁶ Mark is written in lower-case letters.

¹⁷ Mark is written in lower-case letters.

¹⁸ Abandon, per conversation with R. Platovsky.

¹⁹ Abandon, per conversation with R. Platovsky.

²⁰ Abandon, per conversation with R. Platovsky.

²¹ Abandon, per conversation with R. Platovsky.

²² Abandon, per conversation with R. Platovsky.

SALANT HOLDING CORPORATION TRADEMARKS

TSR	S. Africa	Reg. No. 95/07030	Registered June 2, 1995.
TSR	Spain	Reg. No. 1.972.869	Registered November 5, 1996.
TSR	Turkey	Reg. No. 163802	Registered August 24, 1995.
TSR	United Kingdom	Reg. No. 2025796	Registered July 3, 1995. ²⁴
TSR	United States	Reg. No. 1,749,452	Registered August 23, 1993.
TSR	Uruguay	Reg. No. 273.746	Registered October 23, 1996.
TSR	Venezuela	Reg. No. P-193752	Registered January 3, 1997.
TSR CITY	Canada	Reg. No. 490,158	Registered February 18, 1998.
TSR CITY	Mexico	Reg. No. 550,952	Registered June 17, 1997.
TSR CITY	United States	Reg. No. 2,123,889	Registered December 23, 1997.
TSR COUNTRY	Mexico	Reg. No. 568,901	Registered January 29, 1998.
TSR OUTDOORS	Canada	Reg. No. 490,222	Registered February 18, 1998.
TSR OUTDOORS	Mexico	Reg. No. 550,951	Registered June 17, 1997.
TSR OUTDOORS	United States	Reg. No. 2,140,555	Registered March 3, 1998.
TSR USA <i>and Design</i>	Hong Kong	Reg. No. B6198/1998	Registered May 31, 1997.
TSR USA <i>and Design</i>	Singapore	Reg. No. T95/05862	Registered June 28, 1995. ²⁵
TSR USA <i>and Design</i>	Sweden	Reg. No. 315,576	Registered August 9, 1996.
ULTIMATE CLASSICS	United States	Reg. No. 2,243,753	Registered May 4, 1999.

²⁴ In the United Kingdom, a registration lasts ten (10) years from the date of application (here, July 3, 1995). However, this mark officially entered the Registry on April 9, 1996.

²⁵ This mark was deemed registered as of the date of the application, however, the registration certificate was issued on May 31, 1999.

76/190890

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

KNOW ALL MEN BY THESE PRESENTS, that SALANT HOLDING CORPORATION (the "Debtor"), having an office at 1114 Avenue of the Americas, New York, New York 10036 hereby appoints and constitutes, THE CIT GROUP/COMMERCIAL SERVICES, INC. in its capacity as "Agent" pursuant to the Credit Agreement (as hereinafter defined) acting for or on the behalf of the financial institutions which now or thereafter are party thereto as "Lenders" (as defined in the Credit Agreement, and the Agent being hereinafter referred to as the "Secured Party"), as set forth in the Amended and Restated Revolving Credit and Security Agreement, dated of even date herewith, by and among Debtor, Salant Corporation, Lenders and, Secured Party (the "Credit Agreement"), and each of Secured Party's officers, the Debtor's true and lawful attorney, with full power of substitution and with full power and authority to perform the followings acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents or instruments of assignment that Secured Party, for the ratable benefit of Lenders, 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, for the ratable benefit of Lenders, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

The Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Collateral Assignment and Security Agreement between Debtor and Secured Party, for the ratable benefit of Lenders, of even date herewith (the "Security Agreement"), may

not be revoked until the payment in full of all Debtor's "Obligations" (as such term is defined in the Security Agreement), and is subject to the terms and provisions thereof.

Dated: November __, 2001

SALANT HOLDING CORPORATION

By: _____

Title: _____

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

AGREEMENT made as of this 30th day of November, 2001 by and between SALANT HOLDING CORPORATION, a Delaware corporation ("Debtor"), with its principal place of business at 1114 Avenue of the Americas, New York, New York 10036 and THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CIT"), having an office at 1211 Avenue of the Americas, New York, New York 10036, in its capacity as "Agent" (as defined in the Credit Agreement referred to below) for the financial institutions now or hereafter party to the Credit Agreement as "Lenders" (as defined in the Credit Agreement, and the Agent being hereinafter referred to as the "Secured Party").

W I T N E S S E T H :

WHEREAS, Lenders and Debtor and Salant Corporation (collectively, "Borrowers") are contemporaneously herewith entering into certain financing arrangements pursuant to which Lenders will make loans and advances and provide other financial accommodations to Borrowers as set forth in the Second Amended and Restated Revolving Credit and Security Agreement (the "Credit Agreement"), dated of even date herewith, among Lenders, Secured Party and Borrowers, together with various other documents, agreements, instruments, guaranties and notes granting collateral security or creating or evidencing indebtedness (all of the foregoing, as the same may now exist or hereafter be amended, modified, supplemented, renewed, extended, restated, or replaced are collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the Trademarks, as hereinafter defined; and

WHEREAS, in order to induce Lenders to enter into the Financing Agreements and make loans and advances and other financial accommodations to Borrowers, all as provided for in the Credit Agreement, and in partial consideration thereof, Debtor has agreed to grant, assign, transfer and set over to Secured Party, for the ratable benefit of Lenders, as collateral and grant Secured Party, for the ratable benefit of Lenders, a security interest in all right, title and interest of Debtor in and to the Trademarks;

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. DEFINITIONS

(a) "Obligations" shall mean any and all obligations, liabilities and indebtedness of Debtor to Lenders, including Secured Party, of every kind and description now existing and hereafter arising under this Agreement and the other Financing Agreements, however evidenced, whether direct or indirect, absolute or contingent, joint or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, whether arising before, during or after the initial or any renewal term of the Credit Agreement, or after the commencement of any case with respect to Debtor under the Bankruptcy Code or any similar statute, including, without limitation, all principal, interest, financing charges, early termination and other fees, commissions and expenses payable to Lenders, including Secured Party, including, but not limited to, reasonable attorneys' fees and disbursements, chargeable to Debtor and due from Debtor under this Agreement and the other Financing Agreements.

(b) All initially capitalized terms used herein, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Credit Agreement.

(c) All terms used herein which are defined in the Uniform Commercial Code ("UCC") as in effect as of the date hereof in the State of New York, unless otherwise defined herein or in the Credit Agreement, shall have the meaning as defined in the UCC.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of the Obligations, Debtor hereby grants to Secured Party, for the ratable benefit of Lenders, a continuing security interest in and a general lien upon, and hereby pledges, assigns and transfers to Secured Party, for the ratable benefit of Lenders, (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to all of Debtor's trademarks, trade names, tradestyles and service marks, all prints and labels on which said trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing 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 countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by and connected with each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) Debtor will 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 interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral that is material to the Debtor's business as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal declarations and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, security interests, or encumbrances of any nature whatsoever, except the security interests granted hereunder and pursuant to the Credit Agreement, those otherwise permitted under the Credit Agreement, and those set forth on Schedule B hereto.

(c) Without the prior written consent of Secured Party, Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral except as permitted herein or in the Credit Agreement, but in no event will the consent of Secured Party be required, provided no Event of Default shall have occurred and be continuing, to grant an exclusive or nonexclusive license relating to the Collateral.

(d) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file on behalf of Lenders one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or 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 other than those described in Schedule A annexed hereto and has not granted any licenses with respect thereto other than as set forth on Schedule B hereto.

(f) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit I annexed hereto for the implementation of the assignment, sale or other disposition of

the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Notwithstanding the execution and deliver of said Power of Attorney, Secured Party shall not exercise any rights or authority granted thereunder, except as provided in Section 8.2 of the Credit Agreement and in this Agreement.

(g) Secured Party may, in its discretion, for the ratable benefit of Lenders, pay any amount or perform any acts which Debtor fails to pay or perform as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and attorneys' fees. Debtor will be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Lenders to Debtor, shall be payable on demand together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

(h) Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party, for the ratable benefit of Lenders, in any Trademark that is registered after the date hereof.

(i) Debtor has not abandoned any of the Trademarks that is material to its business and Debtor will not do any act, nor omit to do any act, whereby any of such Trademarks may become abandoned, invalidated or unenforceable. During the continuance of an Event of Default, Debtor shall notify Secured Party immediately if Debtor knows of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor will render any assistance necessary to Secured Party 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 or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, for the ratable benefit of Lenders, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) During the continuance of an Event of Default, Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. During the continuance of an Event of Default, if requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in its discretion, may deem advisable for the protection of Secured Party's interest, for the ratable benefit of Lenders, 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 the other Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) 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, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

(m) Debtor will promptly pay Secured Party for any and all expenditures reasonably made by Secured Party, for the ratable benefit of Lenders, in accordance with the provisions of this Agreement and the other Financing Agreements or for the defense, protection, or enforcement of the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees. Such expenditures shall be payable on demand, together with interest at the then applicable rate set forth in the Financing Agreements with respect to loans and advances made by Lenders to Debtor and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence of any Event of Default under, and as defined in, the Credit Agreement shall constitute an "Event of Default" under this Agreement.

5. RIGHTS AND REMEDIES

Upon and at any time after the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under law, the Financing Agreements or otherwise, Secured Party shall have the following rights and remedies which may be exercised in accordance with Section 8.2 of the Credit Agreement, without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks to the extent required 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, for the ratable benefit of Lenders, by Debtor or any subsidiary or affiliate of Debtor.

(b) Secured Party may assign, sell, license 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 notice in the manner set forth in subparagraph 6(b) hereof shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party 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.

(c) In addition to the foregoing, in order to implement the assignment, sale, license or other disposition of any of the Collateral pursuant to Subparagraph 5(b) 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 Subparagraph 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 on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

(d) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, reasonable travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion, determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the applicable Interest Rate then payable on the Obligations as provided for under the Credit Agreement.

(e) Debtor shall supply to Secured Party or its designee 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.

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

6. MISCELLANEOUS

(a) Any failure or delay by Secured Party, on behalf of Lenders, to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other Financing Agreement shall not affect Secured Party or Lenders or Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default approved by the Majority Lenders shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained in any Financing Agreement shall be

deemed to have been waived by any act or knowledge of Secured Party or any Lender, or any of their respective agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be in writing and deemed to have been duly given or made (i) if by hand, immediately upon delivery, (ii) if by telecopy, telex or telegram, immediately upon sending, (iii) if by next-day delivery, by Federal Express, express mail or any other overnight delivery service, one (1) day after dispatch, and (iv) if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor:

Salant Corporation
1114 Avenue of the Americas
New York, New York 10036
Attn: _____

with a copy to:

Pryor Cashman Sherman & Flynn
410 Park Avenue
New York, New York 10022
Attn: _____

If to

Secured Party:

The CIT Group/Commercial Services, Inc., as Agent
1211 Avenue of the Americas
New York, New York 10036
Attn: Mr. Charles M. Carbone
Vice President

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) All references to Debtor, Secured Party and Lenders herein shall include their respective successors and assigns. All references to the term "person" herein shall mean an individual, a partnership, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture, or other entity or a government or any agency, instrumentality or political subdivision thereof. This Agreement shall be binding upon and for the benefit of the parties hereto and Lenders and their respective successors and assigns.

No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(e) THE VALIDITY, INTERPRETATION, AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES OF SAID STATE). DEBTOR HEREBY WAIVES ALL RIGHTS OF SETOFF AND RIGHTS TO IMPOSE COUNTERCLAIMS (OTHER THEN COMPULSORY COUNTERCLAIMS) IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER CONNECTED WITH THIS AGREEMENT AND IRREVOCABLY SUBMITS AND CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK IN NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND DEBTOR WAIVES TRIAL BY JURY IN ANY ACTION IN CONNECTION WITH THIS AGREEMENT. SERVICE OF PROCESS OR NOTICE IN CONNECTION WITH ANY PROCEEDINGS MAY BE SERVED (I) INSIDE OR OUTSIDE THE STATE OF NEW YORK BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE DEBTOR AT THE ADDRESS SET FORTH ABOVE OR AS OTHERWISE INDICATED IN THE RECORDS OF SECURED PARTY, AND SERVICE OR NOTICE SO SERVED SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED, OR (II) IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS.

(f) In the event that any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

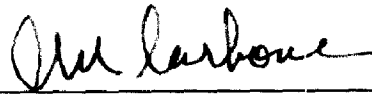
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SALANT HOLDING CORPORATION

By: 

Title: COO, Treasurer

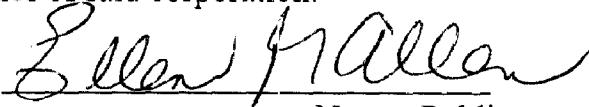
THE CIT GROUP/COMMERCIAL SERVICES, INC.,
in its capacity as Agent for Lenders

By: 

Title: VP

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

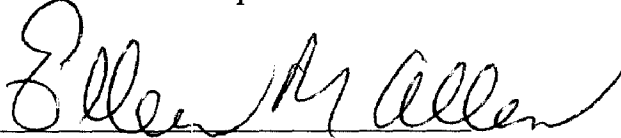
On this 30 day of November, 2001 before me personally came
Anandhesh V. Sinha, to me known, who being duly sworn, did depose and say,
that he is the COO, Treasurer of SALANT HOLDING CORPORATION, the
corporation described in and which executed the foregoing instrument; and that he signed his
name thereto by order of the Board of Directors of said corporation.


Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5087123
Qualified in Suffolk County
Commission Expires March 19, 2002

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

On this 30 day of November, 2001 before me personally came
Charles Carbone, to me known, who, being duly sworn, did depose and say,
that he is the VP of THE CIT GROUP/COMMERCIAL SERVICES,
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

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5087123
Qualified in Suffolk County
Commission Expires March 19, 2002

SALANT HOLDING CORPORATION TRADEMARKS

Status as of: November 30, 2001

MARK	COUNTRY	APPLN/ REG. NOS.	FILING/REG. DATE
DESIGNED BY CECILE PLATOVSKY	United States	Serial No. 76/190,890	Application Filed January 8, 2001
INTERIORS BY TRICOTS ST. RAPHAEL	United States	Reg. No. 2,373,932	Registered August 1, 2000.
LIBRARY	United States	Serial No. 76/153,188	Application Filed October 25, 2000.
LUXAWOOL ¹	United States	Reg. No. 1,940,248	Registered December 5, 1995.
MERINOLUX	United States	Reg. No. 2,260,018	Registered July 6, 1999.
OAK & CLAY	United States	Reg. No. 1,932,383	Registered October 31, 1995.
ST. RAPHAEL	Uruguay	Reg. No. 251.014	Registered May 13, 1992.
TRICOLUX	United States	Reg. No. 1,981,524	Registered June 18, 1996.
TRICOTS ST. RAPHAEL	Argentina	Reg. No. 1.627.737	Registered March 4, 1997.
TRICOTS ST. RAPHAEL	Australia	Reg. No. 671018	Registered August 29, 1995.
TRICOTS ST. RAPHAEL	Benelux	Reg. No. 538.359	Registered September 24, 1993.
TRICOTS ST. RAPHAEL <i>and Design</i> ²	Brazil	Reg. No. 818111011	Registered October 29, 1996.
TRICOTS ST. RAPHAEL (<i>Stylized</i>) ³	Canada	Reg. No. 340,231	Registered May 13, 1988.
TRICOTS ST. RAPHAEL	China	Reg. No. 821182	Registered March 7, 1996.
TRICOTS ST RAPHAEL	Columbia	Reg. No. 180.836	Registered October 20, 1995.
TRICOTS ST. RAPHAEL	Denmark	Reg. No. VR 1995 00569	Registered January 20, 1995.
TRICOTS ST. RAPHAEL	Ecuador	Reg. No. 2927-96	Registered November 15, 1996.
TRICOTS ST. RAPHAEL (<i>Stylized</i>) ⁴	Finland	Reg. No. 95751	Registered August 21, 1986.

¹ Abandon, per conversation with R. Platovsky.

² A modified "∞" sign appears under the mark.

³ Mark is written in lower-case letters.

SALANT HOLDING CORPORATION TRADEMARKS

TRICOTS ST. RAPHAEL	France	Reg. No. 94502376	Registered January 20, 1994
TRICOTS ST. RAPHAEL ⁵	France	Reg. No. 1259141	Registered January 31, 1984
TRICOTS ST. RAPHAEL	Germany	Reg. No. 395.29.076	Registered April 23, 1996.
TRICOTS ST. RAPHAEL <i>and Design</i> ⁶	Hong Kong	Reg. No. 2134/1994	Registered August 23, 1991.
TRICOTS ST. RAPHAEL	India	Serial No. 668112	Application Filed June 5, 1995.
TRICOTS ST. RAPHAEL	Indonesia	Reg. No. 359.994	Registered May 30, 1996.
TRICOTS ST. RAPHAEL	Israel	Reg. No. 100,328	Registered February 4, 1997.
TRICOTS ST. RAPHAEL <i>and Design</i> ⁷	Italy	Reg. No. 722638	Registered September 19, 1997.
TRICOTS ST. RAPHAEL	Japan	Reg. No. 2036650	Registered April 26, 1988.
TRICOTS ST. RAPHAEL <i>and Design</i> ⁸	Mexico	Reg. No. 449,149	Registered December 14, 1993.
TRICOTS ST. RAPHAEL (<i>Stylized</i>) ⁹	Norway	Reg. No. 124.362	Registered February 13, 1986.
TRICOTS ST. RAPHAEL <i>and Design</i> ¹⁰	Paraguay	Reg. No. 162.795	Registered July 22, 1993.
TRICOTS ST. RAPHAEL	Peru	Reg. No. 034710	Registered October 28, 1996.
TRICOTS ST. RAPHAEL <i>and Design</i> ¹¹	Philippines	Reg. No. 4-1995-103836	Registered October 11, 2000.
TRICOTS ST. RAPHAEL	Singapore	Reg. No. T95/05861	Registered June 28, 1995. ¹²
TRICOTS ST. RAPHAEL	S. Africa	Reg. No. 95/07031	Registered June 2, 1995.

⁴ Mark is written in lower-case letters.

⁵ Mark is written in lower-case letters.

⁶ A modified "∞" sign appears under the mark.

⁷ A modified "∞" sign appears under the mark.

⁸ A modified "∞" sign appears under the mark.

⁹ Mark is written in lower-case letters.

¹⁰ A modified "∞" sign appears under the mark.

¹¹ A modified "∞" sign appears under the mark.

¹² This mark was deemed registered as of the date of the application, however, the registration certificate was not issued until November 30, 1998.

SALANT HOLDING CORPORATION TRADEMARKS

TRICOTS ST. RAPHAEL	Spain	Reg. No. 2.108.784	Registered October 20, 1998.
TRICOTS ST. RAPHAEL (Stylized) ¹³	Sweden	Reg. No. 199,669	Registered January 31, 1986.
TRICOTS ST. RAPHAEL	Thailand	Reg. No. Kor 65138	Registered October 9, 1995.
TRICOTS ST. RAPHAEL	United Kingdom	Reg. No. 2069159	Registered April 19, 1996 ¹⁴ .
TRICOTS ST. RAPHAEL <i>and</i> <i>Design</i> ¹⁵	United States	Reg. No. 1,733,193	Registered November 17, 1992.
TRICOTS ST. RAPHAEL <i>and</i> <i>Design</i> ¹⁶	United States	Reg. No. 1,348,001	Registered July 9, 1985.
TRICOTS ST. RAPHAEL (Label)	Uruguay	Reg. No. 257.332	Registered September 24, 1993.
TRICOTS ST. RAPHAEL (Label) ¹⁷	Uruguay	Reg. No. 273.624	Registered December 14, 1994.
TRICOTS ST. RAPHAEL	Venezuela	Reg. No. P-193753	Registered January 3, 1997.
TRICOTS ST. RAPHAEL CHALLIS COTTON ¹⁸	United States	Reg. No. 2,005,241	Registered October 1, 1996.
TRICOTS ST. RAPHAEL CHEMISES ¹⁹	Canada	Serial No. 1,001,646	Application Filed January 11, 1999.
TRICOTS ST. RAPHAEL CHEMISES ²⁰	Japan	Reg. No. 4388792	Registered June 2, 2000.
TRICOTS ST. RAPHAEL CHEMISES ²¹	United States	Reg. No. 2,388,625	Registered September 19, 2000.
TRICOTS ST. RAPHAEL LIMITED EDITION ²²	United States	Reg. No. 1,895,621	Registered May 23, 1995.
TSR	Argentina	Reg. No. 1.945.951	Registered August 4, 1995.
TSR	Australia	Reg. No. 671017	Registered August 29, 1995.

¹³ Mark is written in lower-case letters.

¹⁴ In the United Kingdom, a registration lasts ten (10) years from the date of application (here, April 19, 1996). However, this mark officially entered the Registry on November 15, 1996.

¹⁵ A modified "∞" sign appears under the mark.

¹⁶ Mark is written in lower-case letters.

¹⁷ Mark is written in lower-case letters.

¹⁸ Abandon, per conversation with R. Platovsky.

¹⁹ Abandon, per conversation with R. Platovsky.

²⁰ Abandon, per conversation with R. Platovsky.

²¹ Abandon, per conversation with R. Platovsky.

²² Abandon, per conversation with R. Platovsky.

SALANT HOLDING CORPORATION TRADEMARKS

TSR	Benelux	Reg. No. 575.808	Registered June 2, 1995.
TSR	Brazil	Reg. No. 818201061	Registered September 3, 1996.
TSR	Canada	Reg. No. 462,808	Registered August 30, 1996.
TSR	Chile	Reg. No. 453.505	Registered November 29, 1995.
TSR	Columbia	Reg. No. 182.316	Registered December 27, 1995.
TSR <i>and Design</i> ²³	Denmark	Reg. No. VR 1995 05683	Registered September 1, 1995.
TSR	Ecuador	Reg. No. 2926-96	Registered November 15, 1996.
TSR	Finland	Reg. No. 144173	Registered June 5, 1996.
TSR	France	Reg. No. 95574034	Registered June 1, 1995.
TSR	Germany	Reg. No. 395.29.100	Registered May 24, 1996.
TSR	India	Serial No. 668113	Application Filed June 5, 1995.
TSR	Indonesia	Reg. No. 372751	Registered October 31, 1996.
TSR	Israel	Reg. No. 100,329	Registered March 4, 1997.
TSR	Italy	Reg. No. 728516	Registered October 13, 1997.
TSR	Japan	Reg. No. 3344380	Registered September 5, 1997.
TSR	Mexico	Reg. No. 497,069	Registered July 13, 1995.
TSR	Norway	Reg. No. 174.525	Registered June 20, 1996.
TSR	Paraguay	Reg. No. 188.031	Registered September 5, 1996.
TSR	Peru	Reg. No. 018554	Registered August 22, 1995.
TSR	Philippines	Serial No. 101619	Application Filed July 26, 1995.

²³ Mark appears with a column on the right.

SALANT HOLDING CORPORATION TRADEMARKS

TSR	S. Africa	Reg. No. 95/07030	Registered June 2, 1995.
TSR	Spain	Reg. No. 1.972.869	Registered November 5, 1996.
TSR	Turkey	Reg. No. 163802	Registered August 24, 1995.
TSR	United Kingdom	Reg. No. 2025796	Registered July 3, 1995. ²⁴
TSR	United States	Reg. No. 1,749,452	Registered August 23, 1993.
TSR	Uruguay	Reg. No. 273.746	Registered October 23, 1996.
TSR	Venezuela	Reg. No. P-193752	Registered January 3, 1997.
TSR CITY	Canada	Reg. No. 490,158	Registered February 18, 1998.
TSR CITY	Mexico	Reg. No. 550,952	Registered June 17, 1997.
TSR CITY	United States	Reg. No. 2,123,889	Registered December 23, 1997.
TSR COUNTRY	Mexico	Reg. No. 568,901	Registered January 29, 1998.
TSR OUTDOORS	Canada	Reg. No. 490,222	Registered February 18, 1998.
TSR OUTDOORS	Mexico	Reg. No. 550,951	Registered June 17, 1997.
TSR OUTDOORS	United States	Reg. No. 2,140,555	Registered March 3, 1998.
TSR USA <i>and Design</i>	Hong Kong	Reg. No. B6198/1998	Registered May 31, 1997.
TSR USA <i>and Design</i>	Singapore	Reg. No. T95/05862	Registered June 28, 1995. ²⁵
TSR USA <i>and Design</i>	Sweden	Reg. No. 315,576	Registered August 9, 1996.
ULTIMATE CLASSICS	United States	Reg. No. 2,243,753	Registered May 4, 1999.

²⁴ In the United Kingdom, a registration lasts ten (10) years from the date of application (here, July 3, 1995). However, this mark officially entered the Registry on April 9, 1996.

²⁵ This mark was deemed registered as of the date of the application, however, the registration certificate was issued on May 31, 1999.

SCHEDULE B

Licenses, Security Interests and Other Encumbrances

None.