03/13/00

6-23-00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

2000 MAR 13 AM 11:20

OPR/FINANCE

07-07-2000

101398374

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Effective Date Month Day Year: 12/03/99

Conveying Party

[X] Mark if additional names of conveying parties attached

Name: Tultex Corporation

Execution Date Month Day Year: 12/03/99

Formerly:

75603849

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Virginia

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 600 Peachtree Street, N.E.

Address (line 2): 13th Floor

Address (line 3): Atlanta (City) Georgia (State/Country) 30308 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [X] Other: National Association
- [X] Citizenship/State of Incorporation/Organization:

[ ] 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 should be attached. *(Designation must be a separate document from Assignment.)*

04/18/2000 DCDATES 00000140 75603849

01 FC:481 40.00 OP
02 FC:482 1125.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (404) 815-2400

Name: Trinh H. Huynh

Address (line 1): Paul, Hastings, Janofsky & Walker LLP

Address (line 2): 600 Peachtree Street, N.E.

Address (line 3): Suite 2400

Address (line 4): Atlanta, Georgia 30308-2222

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 17

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

[X] 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)			Registration Number(s)		
75-603849	75-515960	75-480170	2230217	2197871	2114356
75-432030	75-340928	75-241087	2110858	2157629	2039121
75-176420	75-098042	74-693684	2074559	1999602	1976957

Number of Properties

Enter the total number of properties involved. # 46

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 1,165.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

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

Deposit Account Number: # 16-0752

Authorization to charge additional fees: Yes [X] 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.

Trinh H. Huynh	x Trinh Huynh	6/22/00
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party
Enter Additional Conveying Party

[X] Mark if additional names of conveying parties attached

Execution Date (Month Day Year): 12/03/99

Name: Track Gear Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship State of Incorporation/Organization: Virginia

Receiving Party
Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3):

City: State/Country: Zip Code:

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other:

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

[ ] Citizenship/State of Incorporation/Organization:

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)			Registration Number(s)		
			1976958	2209372	1968557
			1844518	1849717	1733245
			1731250	1693149	1657481
			1651552	1687173	1762927
			1554837	1607864	1420194
			1326045	1297739	1306014
			1162033	1156466	1145792

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: California Shirt Sales, Inc. — 12/03/99

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other:

☒ Citizenship State of Incorporation/Organization: Virginia

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3):

City: State/Country: Zip Code:

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other:

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

☐ Citizenship/State of Incorporation/Organization:

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)			Registration Number(s)		
			1146186	1143437	1107383
			1082718	714202	675386
			668732		

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 3rd day of December, 1999, by the Obligors (as defined below) party hereto in favor of the Agent, for the benefit of the Lenders (as such terms are defined below) and the other Secured Creditors.

WHEREAS, Tultex Corporation, a Virginia corporation ("Tultex"), and certain subsidiaries of Tultex, as borrowers (collectively, the "Borrowers"), certain subsidiaries of Tultex, as guarantors (collectively, the "Guarantors"; the Borrowers and Guarantors are collectively referred to as the "Obligors"), certain financial institutions party thereto (collectively, the "Lenders"), and Bank of America, N.A., as agent for the Lenders (in such capacity, the "Agent"), have entered into a $150,000,000 Senior Secured Super Priority Debtor-in-Possession Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement), pursuant to which the Lenders have agreed to make certain Loans and other financial accommodations available to the Borrowers; and

WHEREAS, the Borrowers and the Guarantors will derive substantial benefits, both directly and indirectly, from the Loans and other financial accommodations; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and to make the Loans and other financial accommodations, the Obligors have agreed to assign to the Agent, for the benefit of the Lenders and the other Secured Creditors, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Obligors hereby agree with the Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Secured Obligations, each Obligor hereby grants, assigns and conveys to the Agent, for the benefit of the Lenders and the other Secured Creditors, a security interest in such Obligor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement

suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Representations and Warranties.

Each Obligor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof;

(b) The Trademarks listed on **Schedule A** constitute all of the trademarks owned by any Obligor;

(c) Each of the Trademarks is valid and enforceable in the U.S. and the respective states thereof and all claims by others to rights in the Trademarks of which any Obligor is aware, including, without limitation, licenses, are noted on **Schedule B**, attached hereto and by reference made a part hereof;

(d) Except as noted on **Schedule B**, the Obligor listed on **Schedule A** as the owner of one or more Trademarks is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, including, without limitation, covenants by such Obligor not to sue third persons and licenses;

(e) Each Obligor has made all necessary applications, filings and recordations to protect and maintain its interest in the Trademarks, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office;

(f) Each Obligor has the unqualified right, power and authority to execute, deliver and perform this Agreement;

(g) Until all of the Secured Obligations shall have been satisfied in full and the Commitments shall have been terminated, no Obligor will enter into any agreement which is inconsistent with the Obligors' obligations under this Agreement without the Agent's prior written consent; and

(h) Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence,

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perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation any trademarks falling under Paragraph 3.

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Secured Obligations shall have been satisfied in full and the Commitments shall have been terminated, any Obligor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Obligor's business (the "Goods"), the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks or other marks of any Obligor which are confusingly similar to such mark, and Tultex shall give to the Agent prompt written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to any Obligor. Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Paragraph.

4. Modification of Agreement.

Each Obligor authorizes the Agent to modify this Agreement by amending **Schedule A** to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraph 1 or Paragraph 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the United States Patent and Trademark Office at the expense of the Obligors. The representations and warranties of the Obligors shall be deemed to be remade and restated by each Obligor as of the date of the amendment of **Schedule A** with respect to all Trademarks listed on the amended **Schedule A** at that time.

5. Covenants of Obligors.

(a) Each Obligor covenants as follows: (i) it will maintain the high standard of quality which has become associated with the Trademarks; (ii) the Agent from time to time and upon request shall have the right to inspect samples of the Goods and the premises at which the Goods are produced and records relating to the Trademarks at the premises where such records are kept; and (iii) the Agent shall have the right, in its reasonable discretion, to prevent use of the Trademarks on Goods which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) Each Obligor further agrees that: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the expiration of any registration of any Trademark; (ii) it shall give the Agent written notice, and a complete copy, of any sublicense of any Trademark; and (iii) all uses of the

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Trademarks by it or its permitted sublicensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark, each Obligor agrees to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office or in any court, to (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without limitation, the filing of responses to office actions issued by the Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement and misappropriation proceedings and the payment of fees and taxes incurred in connection therewith. Notwithstanding the foregoing, if any Obligor determines that any such Trademark is not material to such Obligor's business, such Obligor may, with the prior written consent of the Agent, elect not to pursue any such infringement action. Each Obligor agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any expenses incurred in connection with such activities shall be borne by the Obligors, and each Obligor agrees to promptly provide the Agent with written notice of any such actions or proceedings.

6. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Paragraphs 1 and 3 hereof, if any Event of Default under the Loan Agreement shall have occurred, or if any Obligor fails to perform any agreement or to meet any of its obligations hereunder, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. Each Obligor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Obligor and in the name of such Obligor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Obligor or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the

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Obligors to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default under the Loan Agreement shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Obligor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with Section 12.3 of the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to Tultex, in its capacity as agent for the Obligors, at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Obligor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Obligor, which right is hereby waived and released. Each Obligor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, no Obligor shall have any right, title, or interest in or to any of the Trademarks and each Obligor shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Loan Agreement, deliver to the Agent all Goods bearing the Trademarks.

(d) Notwithstanding anything herein to the contrary, the Agent shall be permitted to exercise any remedy in the nature of a liquidation of, or foreclosure on, any of the Trademarks only to the extent permitted by the Interim Order or the Final Order, as applicable.

7. Termination of Agreement.

At such time as the Obligors shall completely satisfy all of the Secured Obligations and the Commitments shall have been terminated, the Agent shall, at the Obligors' expense, execute and deliver to the Obligors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Obligors title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

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8. Limitation of Liability and Indemnification.

Each Obligor hereby releases the Agent and each Secured Creditor from, and agrees to hold the Agent and each Secured Creditor free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or such Secured Creditor's gross negligence or willful misconduct), and each Obligor agrees to indemnify the Agent and each Secured Creditor from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

9. Waiver and Amendment.

(a) No course of dealing between any Obligor and the Agent or any Secured Creditor, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or any Secured Creditor, any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

10. Cumulative Rights.

All of the Agent's and the Secured Creditors' rights and remedies with respect to the Trademarks, whether established hereby or under the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

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13. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Choice of Law.

The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties hereto shall be governed by the laws of the State of Georgia regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

OBLIGORS:

TULTEX CORPORATION

By: O R Rollins
O. Randolph Rollins
President and Chief Executive Officer

CALIFORNIA SHIRT SALES, INC.

By: O R Rollins
O. Randolph Rollins
Vice President

DOMINION STORES, INC.

By: O R Rollins
O. Randolph Rollins
Vice President

TULTEX/T-SHIRT CITY, INC.

By: O R Rollins
O. Randolph Rollins
Vice President

TRACK GEAR INC.

By: O R Rollins
O. Randolph Rollins
Chairman and Chief Executive Officer

DOMINION DISTRIBUTION, INC.

By: O R Rollins
O. Randolph Rollins
Vice President

LIGA MAYOR DE MEXICO, S.A. DE C.V.

By: O R Rollins
O. Randolph Rollins
Legal Representative

TULTEX SUBSIDIARY (VA), INC.

By: O R Rollins
O. Randolph Rollins
Vice President

TULTEX SUBSIDIARY (MASS), INC.

By: _____
O. Randolph Rollins
Vice President

TULTEX CANADA INC.

By: _____
O. Randolph Rollins
Vice President

TULTEX INTERNATIONAL, INC.

By: _____
O. Randolph Rollins
Vice President

SWEATJET INCORPORATED

By: _____
O. Randolph Rollins
Vice President

AKOM, LTD.

By: O R Rollins
O. Randolph Rollins
Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By: Sherry Lail
Name: Sherry Lail
Title: Sr. Vice President

SCHEDULE A

Listing of Trademark Registrations and Applications

UNITED STATES

Mark	App. # or Reg. #	Filing or Reg. Date	Intl. Class	Owner
DRY PERFORMANCE	75-603849	December 11, 1998	25	Tultex Corporation
TULTEX MAXIMUM JERSEY	75-515960	July 9, 1998	25	Tultex Corporation
TG	75-480170	May 6, 1998	25	Track Gear Inc.
GET THE ATTITUDE. WEAR THE WINNERS.	75-432030	February 10, 1998	25	Track Gear Inc.
DISCUS CLASSIC ATHLETIC	2230217	March 9, 1999	25	Tultex Corporation
TULTEX CLASSIC COTTON	75-340928	August 14, 1997	25	Tultex Corporation
COMPETE ON EVERY FIELD	2197871	October 20, 1998	25	Tultex Corporation
SPORT BY DISCUS ATHLETIC	2114356	November 18, 1997	25	Tultex Corporation
TRACK GEAR	75-241087	February 13, 1997	28	Track Gear Inc.
SPORT BY DISCUS ATHLETIC	2110858	November 4, 1997	25	Tultex Corporation
TRACK GEAR	2157629	May 12, 19998	25	Track Gear Inc.
TRACK GEAR	75-176420	October 3, 1996	25	Track Gear Inc.
(design only)	2039121	February 18, 1997	25	Tultex Corporation
WHATEVER, WHEREVER WEAR	75-098042	May 2, 1996	25	Tultex Corporation
DISCUS	2074559	June 24, 1997	25	Tultex Corporation
DISCUS ATHLETIC	1999602	September 10, 1996	25	Tultex Corporation
DISCUS ATHLETIC	1976957	May 28, 1996	25	Tultex Corporation
DISCUS ATHLETIC	1976958	May 28, 1996	25	Tultex Corporation
DISCUS SPORT	74-693684	June 26, 1995	25	Tultex Corporation
DISCUS SPORT	2209372	December 8, 1998	25	Tultex Corporation
CSS	1968557	April 16, 1996	42	California Shirt Sales, Inc.
THE WAY AMERICA PLAYS	1844518	July 12, 1994	25	Tultex Corporation
CAMPUS SPIRIT	1849717	August 9, 1994	25	Tultex Corporation
TULTEX	1733245	November 17, 1992	25	Tultex Corporation
A NEW WAY OF LOOKING AT CLOTHES	1731250	November 10, 1992	25	Tultex Corporation
WHATEVER, WHEREVER WEAR	1693149	June 9, 1992	25	Tultex Corporation
TULTEX MAXIMUM SWEATS	1657481	September 17, 1991	25	Tultex Corporation
DISCUS ATHLETIC	1651552	July 23, 1991	25	Tultex Corporation
ULTRA JERSEY	1687173	May 12, 1992	25	Tultex Corporation
SWEATS EXPRESS	1762927	April 6, 1993	25	Tultex Corporation
CLUB SWEATS	1554837	September 5, 1989	25	Tultex Corporation
THE SWEATSHIRT COMPANY	1607864	July 24, 1990	25	Tultex Corporation
TULTEX	1420194	December 9, 1986	25	Tultex Corporation
WINTERFLEECE	1326045	March 19, 1985	25	Tultex Corporation
SUPERWEIGHT	1297739	September 25, 1984	25	Tultex Corporation
ULTRA-FLEECE	1306014	November 20, 1984	25	Tultex Corporation
CHANNEL MARK	1162033	July 21, 1981	25	Tultex Corporation
GET PHYSICAL	1156466	June 2, 1981	25	Tultex Corporation
(design only)	1145792	January 13, 1981	23	Tultex Corporation

ATL/661617.2

TULTEX	1146186	January 20, 1981	23	Tultex Corporation
ULTRA BLEND	1143437	December 16, 1980	23	Tultex Corporation
ATHTEX	1107383	November 28, 1978	25	Tultex Corporation
DISCUS	1082718	January 17, 1978	25	Tultex Corporation
MAYO SPRUCE	714202	April 18, 1961	25	Tultex Corporation
NITE TOGS	675386	March 10, 1959	25	Tultex Corporation
WHISTLE-TOPS	668732	October 21, 1958	25	Tultex Corporation

CANADA

Mark	App. # or Reg. #	Filing or Reg. Date	Intl. Class	Owner
DISCUS CLASSIC ATHLETIC	508334	February 23, 1999	25	Tultex Corporation
THE SWEATSHIRT COMPANY	458217	May 31, 1996	42	Tultex Corporation
DISCUS ATHLETIC	402417	September 4, 1992	25	Tultex Corporation
TULTEX MAXIMUM SWEATS	382743	April 5, 1991	25	Tultex Corporation
TULTEX	381381	March 8, 1991	25	Tultex Corporation
DISCUS	254022	December 19, 1980	25	Tultex Corporation

SCHEDULE B

Liens and Claims of Third Parties

UNITED STATES

Sansegal Sportswear, Inc. v. Track Gear, Inc.
RE: U.S. Opposition No. 113,146 to GET THE ATTITUDE. WEAR THE WINNERS.

Samsons Inc. v. Tultex Corp.
RE: U.S. Cancellation No. 026,259 of CAMPUS SPIRIT

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT, dated the ___ day of _____, ____, from _____, a _____ (the "Assignor"), to BANK OF AMERICA, as Agent (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in **Schedule A** hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the Lenders and the other Secured Creditors (as defined in the Conditional Assignment and Trademark Security Agreement dated as of December 3, 1999 among the Assignor, certain affiliates of the Assignor and the Assignee), all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the Secured Creditors for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal as of the day and year first above written.

[Obligor's name]

By:_____
Name:_____
Title:_____

ATL/661617.2

SCHEDULE A

Listing of Trademark Registrations and Applications

ATL/661617.2

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March 13, 2000

WRITER'S DIRECT ACCESS

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thhuynh@phjw.com

OUR FILE NO.

30517.00002

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Re: Recordation of Trademark Documents

Dear Sir or Madam:

For the recordation of grants of security interest in various United States trademark registrations and trademark registration applications, enclosed please find the following documents:

Grant of Security Interest in Trademarks from Tultex Corporation, et al., to Bank of America, N.A., as Agent:

a. Trademark Recordation Form Cover Sheet;
b. Conditional Assignment and Trademark Security Agreement; and
c. A check in the amount of $1,165.00 for the applicable filing fee.

Please record the Conditional Assignment and Trademark Security Agreement and amend your records to reflect such grant of security interest.

We request that you charge any deficiencies, or credit any overpayments, to Paul, Hastings, Janofsky & Walker LLP's Deposit Account Number 16-0752.

ATL/684756.1

Do not hesitate to contact me should you have any questions regarding this matter.

Respectfully submitted,

Trinh Huynh

Trinh H. Huynh
Legal Assistant

Enclosures

cc: Christopher S. Strickland, Esq. (w/o encls.)

ATL/684756.1

CERTIFICATE OF EXPRESS MAILING

"Express Mail" mailing label number: EL337056641US

Date of Deposit: March 13, 2000

I hereby certify that the attached Trademark Recordation Form Cover Sheet, Trademark Security Agreement, filing fee and transmittal letter are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231.

Respectfully submitted,

Trinh Huynh

Trinh H. Huynh
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ATL/684764.1

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June 22, 2000

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OUR FILE NO.
30517.00002

Via Express Mail
U.S. Patent & Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Recordation of Trademark Documents

Dear Sir or Madam:

Pursuant to the Notice of Non-Recordation of Documents dated June 5, 2000, enclosed please find this Firm's executed and resubmitted Recordation of Trademark Assignment Form. Please record the Conditional Assignment and Trademark Security Agreement and amend your records to reflect such grants of security interests. If you have any questions regarding this filing, please call.

Very truly yours,

Trinh Huynh

Trinh H. Huynh
Legal Assistant

ATL/705563.1

CERTIFICATE OF EXPRESS MAILING

"Express Mail" mailing label number: EL337056672US

Date of Deposit: June 22, 2000

I hereby certify that the attached Trademark Recordation Form Cover Sheet, Trademark Security Agreement and transmittal letter are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the U.S. Patent & Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Hwy., Suite 320, Washington, DC 20231.

Respectfully submitted,

Trinh Huynh

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ATL/705570.1