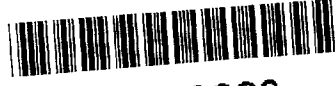


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): TSI Brands, Inc. 10/04/01 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Fleet Capital Corporation Internal Address: Street Address: 300 Galleria Parkway, Suite 800 City: Atlanta State: GA Zip: 30339 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached Exhibit A See attached Exhibit A Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin Reusing, Paralegal Internal Address: Parker, Hudson, Rainer & Dobbs Street Address: 285 Peachtree Center Avenue #1500 City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 26 7. Total fee (37 CFR 3.41): \$ 665.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Erin D. Reusing Signature 10/3/01 Date

10/04/2001 DBYRNE 00000169 2369088 40.00 625.00

Total number of pages including cover sheet, attachments, and document: 13 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002380 FRAME: 0304

# EXHIBIT A

<u>DOCKET NO.</u>	<u>MARK</u>	<u>APP/REG NO.</u>	<u>DATE FILED/REG</u>
1045.T40	BABY DUCK HEAD	2,369,088	JUL 18, 2000
1045.T130	BRAND X	734,210	JUL 10, 1962
1045.T136	CARWOOD (Stylized)	429,337	APR 29, 1947
1045.T18A	DESIGN OF DUCK HEAD	2,078,099	JUL 8, 1997
1045.T19	DESIGN OF DUCK HEAD	1,941,462	DEC 12, 1995
1045.T20	DESIGN OF DUCK HEAD	1,926,401	OCT 10, 1995
1045.T21	DESIGN OF DUCK HEAD	1,998,536	SEP 3, 1996
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1045.T34	DESIGN OF POCKET FLAP	2,135,095	FEB 3, 1998
1045.T17	DESIGN OF YELLOW LABEL	1,860,982	NOV 1, 1994
1045.T138	DESIGN ONLY	53,255	MAY 29, 1906
1045.T44	DHX	76-046,859	MAY 12, 2000
1045.T45	DHX SPORT	76-046,858	MAY 12, 2000
1045.T2	DUCK HEAD	817,443	OCT 25, 1966
1045.T6	DUCK HEAD	1,651,551	JUL 23, 1991
1045.T5	DUCK HEAD AND DESIGN	1,832,781	APR 26, 1994

# EXHIBIT A

<u>DOCKET NO.</u>	<u>MARK</u>	<u>APP/REG NO.</u>	<u>DATE FILED/REG</u>
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1045.T30	DUCK HEAD TOUGHS	2,059,325	MAY 6, 1997
1045.T41	DUCK HEAD TOUR	2,427,268	FEB 6, 2001
1045.T11	DUCK TAIL	1,770,130	MAY 11, 1993
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1045.T3	DUCK HEAD WITH LABEL COLOR AND DESIGN	1,468,429	DEC 8, 1987
1045.T23	EXPEDITION 1865 (WORD ONLY)	1,951,765	JAN 23, 1996
1045.T24	EXPEDITION 1865 AND DESIGN	1,949,457	JAN 16, 1996

# TRADEMARK SECURITY AGREEMENT

(TSI Brands, Inc.)

THIS AGREEMENT is made as of the 9th day of August, 2001, between **FLEET CAPITAL CORPORATION**, having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339 ("Agent"), as agent for itself and Lenders (as hereinafter defined), and **TSI BRANDS, INC.**, a Delaware corporation having an office at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801 ("Company").

## Recitals:

The Company desires to obtain loans from such financial institutions ("Lenders") as are parties from time to time to that certain Loan and Security Agreement dated June 10, 1998, by and among the Company, the other borrowers noted therein, Agent and Lenders (as at any time amended, the "Loan Agreement"); and

Lenders are willing to make loans to the Company from time to time, in Agent's discretion, provided the Company executes this Agreement;

The Company has contemporaneously herewith pursuant to the Loan Agreement, granted to Agent, for the Pro Rata benefit of Lenders, a lien upon and security interest in the Company's now existing or hereafter acquired machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for the Pro Rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark and application listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (I) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and

payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (I)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

3. The Company represents and warrants to Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon the proper filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Borrower and all third Persons in accordance with its terms;

(c) Except as set forth in the Loan Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person; and

(d) The Company has the unqualified right to enter into this Agreement and perform its terms.

4. The Company covenants and agrees with Agent that:

(a) Each of the Trademarks is valid and enforceable;

(b) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons;

(c) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(d) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(e) The Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks and has made, and will continue to make, all appropriate filings with the United States Patent and Trademark Office to maintain the Trademark registrations in existence, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby grants to Agent and its respective employees and agents the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent written notice thereof concurrently with the delivery of each Compliance Certificate required to be delivered to Agent pursuant to the terms of the Loan Agreement.

8. The Company authorizes Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Georgia. Without limiting the generality of the foregoing, Agent may immediately, for the Pro Rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law, or demand, each of which the Company hereby waives, collect directly any payments due the Company in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses

incurred by Agent or Lenders in enforcing their respective rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations for the Pro Rata benefit of Lenders in such order and manner as Agent in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases and other instruments necessary to terminate Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement, the Loan Agreement or any other Credit Document.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent, shall be paid by the Company **on demand** to Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred

in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of Agent.

14. Without limiting the obligations of the Company described in paragraph 13 hereof, after Agent's receipt of notice from the Company as provided in paragraph 13, or if Agent reasonably believes the act of any Person constitutes an infringement of any Trademark or a violation of any right of the Company or Agent therein, or an unlawful or unauthorized use thereof, Agent shall have the right (but shall not be obligated) to take such steps and institute such suits or proceedings as Agent shall deem necessary or advisable in its own name, or in the name of the Company or in the names of Agent and the Company jointly, to enforce the Trademarks and any license thereunder or to protect the rights of the parties thereunder, in which event the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14 except for costs and expenses incurred as a result of Agent's gross negligence or wilful misconduct. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Agent declines to institute such suit.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's and each Lender's rights and remedies with respect to the Collateral, whether established by this Agreement, by the Loan Agreement, by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

18. 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.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.



20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

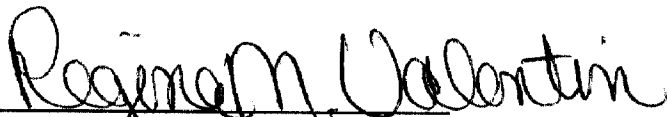
21. Notice of acceptance hereof is hereby waived by the Company.

22. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.

23. THE COMPANY AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.


WITNESS the execution hereof under seal in Atlanta, Georgia on the day and year first above written.

ATTEST:

  
Secretary Assistant Secretary

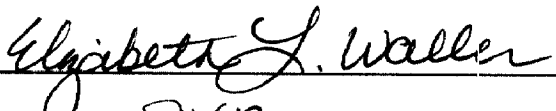
[CORPORATE SEAL]

**TSI BRANDS, INC.**  
("Assignor")

By:   
Title: VP

Accepted in Atlanta, Georgia:

**FLEET CAPITAL CORPORATION,**  
as Agent ("Agent")

By:   
Title: SVP

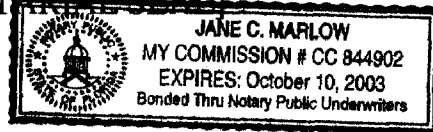
STATE OF Florida §  
COUNTY OF Hillsborough §

BEFORE ME, the undersigned authority, on this day personally appeared N. Larry McPherson, the Vice President of TSI Brands, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 22<sup>nd</sup> day of August, 2001.

Jane C. Marlow  
Notary Public  
My Commission Expires: 10|10|03

[NOTARIAL SEAL]



STATE OF GEORGIA )  
COUNTY OF COBB )

Elizabeth  
Waller

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Waller of Fleet Capital Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31<sup>st</sup> day of August, 2001.

Angela R. Stemmel  
Notary Public  
My Commission Expires:  
Notary Public, Paulding County, Georgia  
My Commission Expires June 6, 2005

[NOTARIAL SEAL]

# EXHIBIT A

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1045.T24	EXPEDITION 1865 AND DESIGN	1,949,457	JAN 16, 1996

EXHIBIT B

CERTIFICATE

**TSI BRANDS, INC.** (the "Company"), DOES HEREBY CERTIFY to **FLEET CAPITAL CORPORATION**("Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Loan and Security Agreement among Agent, the Company and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated August \_\_\_, 2001, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TSI BRANDS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_