

04-05-2002

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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):
GFSI, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal _____
Address: _____
Street Address: 231 South LaSalle Street
City: Chicago State: IL Zip: 60697
 Individual(s) citizenship _____
 Association National Banking
 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: 03/28/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attached Schedule A
1447605
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michelle K. Matthes
Internal Address: Latham & Watkins
Suite 5800
Street Address: 233 S. Wacker Drive
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 21
7. Total fee (37 CFR 3.41).....\$ 540.00
 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.
Michelle K. Matthes
Name of Person Signing
Michelle K. Matthes
Signature
April 4, 2002
Date
Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/05/2002 GTM11 00000116 1447605
01 FC:481 40.00 DP
02 FC:482 500.00 DP

TRADEMARK
REEL: 002475 FRAME: 0504

**Schedule A
to
Trademark Security Agreement**

Trademarks

I. U.S. Trademarks and Trademark Applications.

<u>Trademark Registration</u>	<u>Registration Date</u>	<u>Trademark</u>
1,447,605	07/14/87	ABOVE & BEYOND and Design
12,481,245	12/28/98	BAVARIAN FLEECE
2,326,248	03/07/00	BIG COTTON
2,421,913	01/16/01	BRIDGEPORT LEATHER PRODUCTS
2,214,609	12/29/98	FINALLY FRIDAY
1,302,232	10/23/84	GEAR FOR SPORTS
1,674,293	02/04/92	GEAR FOR SPORTS
2,216,934	01/12/99	GEAR FOR SPORTS and Design
2,215,793	01/05/99	GEAR FOR SPORTS and Design
2,096,115	09/09/97	GS and Design
2,098,391	09/16/97	GS and Design
1,665,340	11/19/91	NO NAME SAYS YOUR NAME LIKE OUR NAME
2,084,090	07/29/97	PROJECT WARMTH and Design
2,483,765	08/28/01	REPUBLIC METAL

**Trademark
Registration**

2,445,352

1,016,367

**Trademark
Application**

75-561,271

78-077,818

76-234,933

76-054,731

76-276,270

Registration Date

04/17/01

07/22/75

Application Date

09/28/98

08/06/01

04/04/01

05/22/00

06/26/01

Trademark

WASHED & READY

WINNING WAYS

Trademark

BRIDGEPORT
LEATHER PRODUCTS

EGOMEGO

GFS.CO.ED

WASHED & READY
and Design

YIKES

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March ~~28~~, 2002, by GFSI, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A. a national banking association, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, GFSI Holdings, Inc., Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. The following terms shall have the following respective meanings:

"Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything to the contrary above, Grantor does not grant Agent a lien on and security interest in any Trademark or Trademark Licenses where Grantor is the licensee of another party's trademark and the terms of such license prohibits the granting of a security interest in or lien on such license; provided, that if and when the prohibition which prevents the granting of a valid, perfected and enforceable lien on and security interest in the Trademark or Trademark Licenses is removed, terminated or otherwise becomes unenforceable as a matter of law, the Agent will be deemed to have, and at all times have had, a valid, perfected and enforceable lien on and security interest in such property, and the Trademark or Trademark Licenses will be deemed to include, and at all times to have included such property.

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

[signature page follows]

**Schedule A
to
Trademark Security Agreement**

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