

06-25-2003

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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

102481424

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

<p>1. Name of conveying party(ies): Tropical Sportswear Int'l Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Florida <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Fleet Capital Corporation, as Agent Internal Address: _____</p> <p>Street Address: 300 Galleria Parkway, Suite 800 City: Atlanta State: Georgia Zip: 30339</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Rhode Island <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Letter Amendment</p> <p>Execution Date: June 6, 2003</p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2,523,091</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gordon Jones, Esq. Internal Address: Parker, Hudson, Rainer and Dobbs LLP Street Address: 285 Peachtree Center Avenue, N.E. 1500 Marquis Two Tower City: Atlanta State: Georgia Zip: 30303</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41)..... \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Gordon Jones, Esq. *Gordon Jones, Esq.* **June 24, 2003**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

06/25/2003 DBYRNE 00000083 2523091 40.00 DP

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

June 6, 2003

Fleet Capital Corporation, as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Tropical Sportswear Int'l Corporation ("Borrower") and Fleet Capital Corporation, as Agent ("Agent") for various financial institutions ("Lenders"), dated June 10, 1998, as recorded in the United States Patent and Trademark Office ("USPTO") on August 19, 1998 at Reel/Frame number 1740/0580 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in that certain Amended and Restated Loan and Security Agreement dated June 6, 2003 among Agent, Lenders, Borrower and the other borrowers named therein, as at any time amended.

Pursuant to Sections 7 and 8 of the Trademark Security Agreement, Borrower is obligated to give notice to Agent whenever Borrower obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Agent is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

Borrower acknowledges that it has obtained rights to the trademarks and trademark applications listed on the attached Exhibit A-1. Agent and Borrower agree to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon that trademark application listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented and/or of this letter agreement, with the USPTO at Borrower's expense.

To secure the prompt payment and performance to Agent of all of the Obligations, Borrower hereby grants and regrants to Agent a continuing security interest in and lien upon all of Borrower's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

314255.1
000052-00339

TRADEMARK
REEL: 002763 FRAME: 0340

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark and application listed on Exhibit A-1 attached hereto and made a part hereof, 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 Borrower's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Borrower hereby covenants and warrants to Agent:

(a) that is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that, to Borrower's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Borrower has not entered into any contract or made any commitment that will or may impair Agent's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent.

Borrower agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Borrower and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original,

but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If this letter is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

**TROPICAL SPORTSWEAR INT'L
CORPORATION**

By: _____

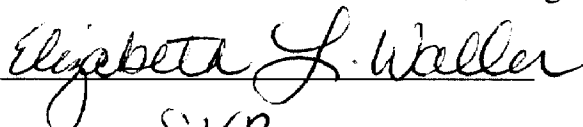

N. Larry McPherson, Executive
Vice President

Accepted and agreed to this

6th day of June, 2003:

FLEET CAPITAL CORPORATION, as Agent

By: _____



Title: _____

SVP

EXHIBIT A-1

<u>Trademarks</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Blue Mist	United States	2,523,091	12/25/01

<u>Trademark Applications</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
None			