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

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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): Savane International Corp., f/k/a Farah Incorporated. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Texas, and Other.

2. Name and address of receiving party(ies): Name: Fleet Capital Corporation, as Agent. Address: 300 Galleria Parkway, Suite 800, Atlanta, Georgia, 30339. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other Letter Amendment. Execution Date: June 6, 2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,497,111

Additional number(s) attached checkbox. Includes vertical stamp: RECEIVED JUN 25 2003 2:27 PM.

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

6. Total number of applications and registrations involved: 1. 7. Total fee (37 CFR 3.41): \$ 40.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account. 8. Deposit account number.

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. Signature: Gordon Jones, Esq. Date: June 24, 2003

06/25/2003 000000A5 2497111 40.00 OP

Total number of pages including cover sheet, attachments, and document: 6. 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 TSI Brands, Inc. ("Borrower") and Fleet Capital Corporation, as Agent ("Agent") for various financial institutions ("Lenders"), dated August 23, 2000, as recorded in the United States Patent and Trademark Office ("USPTO") on September 15, 2000 at Reel/Frame number 002146/0847 (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"):

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000052-00233

TRADEMARK
REEL: 002764 FRAME: 0250

(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.

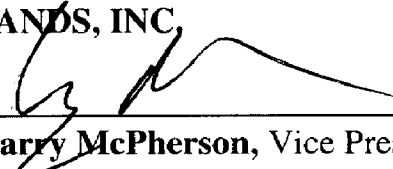
This letter agreement shall be effective upon execution by Borrower and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may 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,

TSI BRANDS, INC.

By: 
N. Larry McPherson, Vice President

Accepted and agreed to this
6th day of June, 2003:

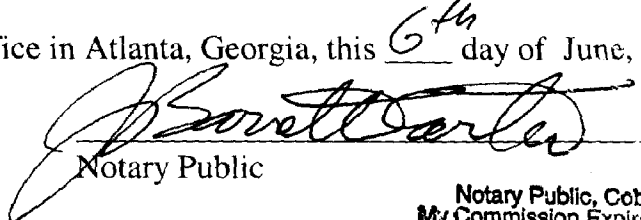
FLEET CAPITAL CORPORATION, as Agent

By: Elizabeth G. Waller
Title: SVP

STATE OF GEORGIA)
 Cobb)
COUNTY OF ~~FULTON~~)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared N. Larry McPherson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Vice President of TSI Brands, Inc., the within named bargainor, a Delaware corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Atlanta, Georgia, this 6th day of June, 2003.


Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires December 21, 2003

My Commission expires _____

STATE OF GEORGIA)
 Cobb)
COUNTY OF ~~FULTON~~)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Elizabeth L. Walker with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged ^{her} ~~himself~~ to be Senior Vice President of Fleet Capital Corporation, the within named bargainor, a Rhode Island corporation, and that ~~he~~ ^{she} as such Senior Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~himself~~ ^{herself} as Senior Vice President.

Witness my hand and seal at office in Atlanta, Georgia, this 6th day of June, 2003.


Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires December 21, 2003

My Commission expires _____

EXHIBIT A-1

<u>Trademarks</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Authentic Khaki Outdoor	United States	2,376,780	8/15/00
Authentic Khaki Stretch	United States	2,485,519	9/4/01
B2B	United States	2,635,897	10/15/02
Banana Joe	United States	2,382,038	9/5/00
Bay to Bay Quality	United States	2,503,905	11/6/01
Bay to Bay Golf	United States	2,590,240	7/9/02
Brand X	United States	734,210	11/23/60
Cactus Jack	United States	2,384,676	9/12/00
Carwood	United States	429,337	4/25/46
E-Core	United States	2,472,104	7/24/01
Farah F in a Circle	United States	2,485,875	9/4/01
Flywater	United States	2,383,847	5/19/98
Four Leaf Design (Savane Women's)	United States	2,448,358	5/1/01
Grey Wolf	United States	2,480,639	8/21/01
Horse Creek	United States	2,430,347	2/20/01
Johnny Boy	United States	2,437,530	3/20/01
Mac Dee	United States	736,097	10/5/61
Michelangelo Buonarroti & Design	United States	2,423,325	1/23/01
New Public Works	United States	2,383,598	9/5/00
Olevia St. & Design	United States	1,202,093	2/20/82
Own Your Element	United States	2,605,633	8/6/02
Process 2000	United States	2,159,352	5/19/98
Pueblo	United States	2,211,624	12/15/98
Red Dog	United States	2,169,830	6/30/98
Saddle Backs	United States	801,368	2/4/65
Savane & 4 Leaf	United States	2,494,862	10/2/01
Savane World of Savane	United States	2,278,419	9/14/99
Soft as Savane	United States	2,494,861	10/2/01
Steelworks	United States	2,309,754	1/18/00
Stone Mountain	United States	209,103	8/5/25

<u>Trademarks</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Stretch Waistband	United States	2,325,498	3/7/00
Style Chief	United States	440,916	4/25/46
Stylized Globe Design	United States	2,244,787	5/11/99
TSI & Palm Tree	United States	2,592,443	7/9/02
US Trading Company	United States	2,227,233	3/2/99
Vintage Wash	United States	2,027,668	12/31/96
White Dove	United States	2,466,231	7/3/01
Wildlife Refuge	United States	2,146,440	3/24/98
Will Rogers	United States	2,169,900	6/30/98

<u>Trademark Applications</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
AK American Khakis	United States	75/615,925	1/5/99
American Weekend	United States	76/401,346	4/29/02
Authentic Chino Casuals	United States	78/161,575	9/6/02
Authentic Khaki Co.	United States	76/459,507	10/21/02
CoolPlay	United States	76/447,289	9/6/02
Deep Dye	United States	78/243,978	4/30/03
Don't Tread On Me	United States	76/348,088	12/11/01
Executive Cargo	United States	76/426,281	6/28/02
Flyers	United States	75/561,200	9/29/98
Freedom Flex	United States	78/241,443	4/24/03
Kristen McKenna	United States	78/172,498	10/9/02
Micro-Flex	United States	78/208,370	1/29/03
Motion Moves With You	United States	78/192,741	12/10/02
OK Design & Original Khaki Company	United States	76/264,324	5/29/01
Packables	United States	76/448,471	9/11/02
Red Stitch	United States	78/236,218	4/10/03
Sante Fe Trading Co.	United States	76/447,216	9/6/02
Stain Protector	United States	78/187,566	11/21/02
The Leader of Brand and Private Brand	United States	76/415,270	6/5/02

<u>Trademark Applications</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
Total Khaki	United States	76/445,740	8/29/02
Two Pepper 512	United States	76/431,592	7/17/02
Universal Fit	United States	78/202,674	1/13/03
Vintage Hardware Gently Weathered for Style	United States	76/450,693	9/18/02