

06-25-2003

06.25.03

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



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

Tab settings

102481805

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.

- 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: Fleet Capital Corporation, as Agent

Internal

Address:

Street Address: 300 Galleria Parkway, Suite 800

City: Atlanta State: Georgia Zip: 30339

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Rhode Island, 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 Letter Amendment

Execution Date: June 6, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) Please see the attached Exhibit A-1

B. Trademark Registration No.(s) Please see the attached Exhibit A-1

Additional number(s) attached Yes No

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:

62

7. Total fee (37 CFR 3.41): \$ 1565.00

- 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.

Gordon Jones, Esq. Name of Person Signing

[Signature] Signature

June 24, 2003 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

06/25/2003 00000084 2497111

01 FC:8521 02 FC:8522

40.00 1525.00

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

EXHIBIT A-1

<u>Trademarks</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Techworks	United States	2,497,111	10/9/01

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

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 Savane International Corp., f/k/a Farah Incorporated, a Texas 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 1740/0252 (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"):

314455.1
000052-00233

RECORDED: 06/25/2003

**TRADEMARK
REEL: 002766 FRAME: 0101**