TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hartwell Industries, Inc.		01/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	Two Wachovia Center, 301 South Tryon St.
Internal Address:	Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78153864	MG SPORT BY MERRYGARDEN
Registration Number:	1810084	OARSMAN 913
Registration Number:	1210644	MERRYGARDEN
Registration Number:	1432016	HARTWELL
Registration Number:	1303805	SEA PALMS
Registration Number:	1751926	VIA SPORT
Registration Number:	1358443	HARTWELL
Registration Number:	1367757	AUBURN SPORTSWEAR
Registration Number:	1267273	SCREENMATES
Registration Number:	2060162	CAROLINA COTTONS
Registration Number:	1770818	GREAT AMERICAN ORIGINALS
Registration Number:	2126759	AMERICAN COTTONS
Registration Number:	2034880	HARTWELL SPORTS
Registration Number:	1980674	DESERT HEAT

CH $415.00 78153864

Registration Number:	2490248	OARSMAN 913 RUGGED DURABLE
Registration Number:	759736	SOUTHPORT

CORRESPONDENCE DATA

Fax Number: (704)331-5136

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704-378-4700

Email: hbarnes@hunton.com

Correspondent Name: Haywood A. Barnes, Esq.

Address Line 1: 101 South Tryon Street

Address Line 2: Suite 3500

Address Line 4: Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:	57294.72
NAME OF SUBMITTER:	Ann Vandiver, Paralegal

Total Attachments: 5

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SECURITY AGREEMENT
(Trademarks)

STATE OF Texas)
) ss.:
COUNTY OF Harris)

WHEREAS, HARTWELL INDUSTRIES, INC., a Delaware corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of January 30, 2004 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; unless otherwise defined herein, capitalized terms are used herein as defined in the Loan Agreement), among the Assignor, the financial institutions party thereto from time to time (the "Lenders") and The CIT Group/Commercial Services, Inc., as administrative agent for the Lenders (the "Administrative Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

(a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing trademarks;

(b) licenses of the foregoing, whether as licensee or licensor;

(c) renewals thereof;

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;

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(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, the Assignor is required under the Loan Agreement to grant to the Lender, a continuing security interest in, and a continuing lien on, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Agreement (Trademarks) shall be deemed to have been made in the State of North Carolina and shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without regard to principles of conflicts of law.

The Assignor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Security Agreement (Trademarks)

This Security Agreement (Trademarks) coupled with the Loan Agreement (and its exhibits) constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations regarding the subject matter herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of January 30, 2004.

HARTWELL INDUSTRIES, INC.

[Corporate Seal]

By: _____
Name: Gregory Houghtaling
Title: Chairman

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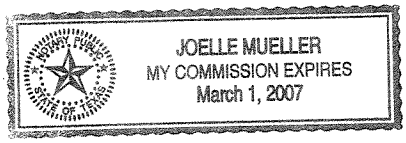
STATE OF Texas)
) ss.:
COUNTY OF Harris)

On this 30 day of January, 2004 before me personally came Gregory Houghtaling to me known, who, being by me duly sworn, did depose and say that he/she is Chairman of HARTWELL INDUSTRIES, INC., that he/she signed the foregoing instrument on behalf of said entity by his/her authority duly given, and that he/she acknowledged said instrument in writing to be the act and deed of said entity.



Notary Public

My Commission Expires: March 1, 2007

[NOTARIAL SEAL]

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SCHEDULE A
(Trademarks)

Hartwell Industries, Inc.
Trademark Applications

Marks	Application Date	Application No.
MG SPORT BY MERRYGARDEN		78/153,864

Hartwell Industries, Inc.
Trademark Registrations

Marks	Registration Date	Registration No.
OARSMAN 913 AND DESIGN	12/7/93	1,810,084
MERRYGARDEN	9/28/82	1,210,644
STYLIZED HARTWELL	3/10/87	1,432,016
SEA PALMS	11/6/84	1,303,805
VIA SPORT	2/9/93	1,751,926
HARTWELL AND DESIGN	9/3/85	1,358,443
AUBURN SPORTSWEAR	10/29/85	1,367,757
SCREENMATES	2/14/84	1,267,273
CAROLINA COTTONS	5/6/97	2,060,162
GREAT AMERICAN ORIGINALS	5/11/93	1,770,818
AMERICAN COTTONS	1/6/98	2,126,759
STYLIZED HARTWELL SPORTS	2/4/97	2,034,880
DESERT HEAT	6/18/96	1,980,674
OARSMAN 913 RUGGED DURABLE	9/18/01	2,490,248
SOUTHPORT AND DESIGN	11/5/63	759,736