

09-25-2003

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

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



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Tab settings

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

1. Name of conveying party(ies):

ASHI, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 9/22/03

2. Name and address of receiving party(ies)

Name: The CIT Group/Commercial Services, Inc.

Internal Address:

Address:

Street Address: 1211 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, 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

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

A. Trademark Application No.(s) See continuation of item 4 attached hereto.

B. Trademark Registration No.(s) See continuation of item 4 attached hereto.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address:

233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Handwritten signature of Linda R. Kastner

Signature

9/24/03

Date

Total number of pages including cover sheet, attachments, and document: 7

09/26/2003 GTON11 00000029 78264148

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

01 FC:8521 40.00 DP 02 FC:8522 225.00 DP

TRADEMARK REEL: 002829 FRAME: 0967

CONTINUATION OF ITEM 4

Application Numbers:

78/264,148

78/264,157

78/264,166

78/264,162

76/446,731

Registration Numbers:

1,989,637

2,002,303

1,978,685

2,088,039

1,990,235

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2003, by ASHI, Inc., a Delaware corporation ("Grantor"), in favor of The CIT Group/Commercial Services, Inc., a New York corporation, in its capacity as Collateral Agent for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Broder Bros., Co., (the "Borrower"), the Persons named therein as Guarantors (the "Guarantors"), Bank One, NA, as Syndication Agent, Fleet Capital Corporation, as Co-a Documentation Agent, General Electric Capital Corporation, as a Co-Documentation Agent, Standard Federal Bank N.A., as a Co-Documentation Agent, Collateral Agent, UBS Securities LLC, as Arranger, UBS AG, Cayman Islands Branch, as Swingline Lender, UBS AG, Stamford Branch, as Issuing Bank and Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and the Issuing Bank (as defined in the Credit Agreement) has agreed to issue Letters of Credit (as defined in the Credit Agreement) for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agents and Lenders are willing to make the Loans and the Issuing Bank (as defined in the Credit Agreement) is willing to issue Letters of Credit (as defined in the Credit Agreement) as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, 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 authorized the Collateral Agent to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Agent, as secured party;

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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, 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"), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:


- (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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

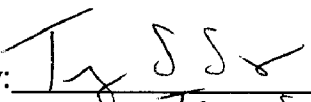
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


ASHI, INC.

By: 
Name: Thomas Frank
Title: VP Secretary

ACCEPTED AND ACKNOWLEDGED BY:
THE CIT GROUP/COMMERCIAL SERVICES, INC.,
as Collateral Agent

By: 
Name: Terry S. Schwartz
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<i>Mark</i>	<i>Application or Reg. No.</i>	<i>App. or Reg. Date</i>	<i>Goods</i>
ALPHA *See note below.	1,989,637	07/30/96	wholesale distributorship of clothing, aprons, bags and accessories International Class: 042
ALPHA	78/264,148	06/18/03	wholesale distributorships featuring clothing, aprons, bags and accessories International Class: 035
ALPHA SHIRT COMPANY *See note below.	2,002,303	09/24/96	wholesale distributorships featuring clothing, aprons, bags and accessories International Class: 042
ALPHA SHIRT COMPANY	78/264,157	06/18/03	wholesale distributorships featuring clothing, aprons, bags and accessories International Class: 035
Authentic Pigment and Design *See note below. 	1,978,685	06/04/96	clothing; namely, henleys, mock T-shirts, long sleeves T-shirts, sweatshirts, sweat pants, shorts, hats and T-shirts International Class: 025
Authentic Pigment and Design	78/264,166	06/18/03	clothing; namely, henleys, T-shirts, mock T-shirts, long sleeves T-shirts, sweatshirts, sweat pants, shorts, hats and woven shirts and bottoms International Class: 025
COPA BANANA **See note below	2,088,039	08/12/97	clothing, namely, T-shirts, sport shirts, shorts, sandals, hats, and caps International Class: 025
EARTH COLLECTION *See note below.	1,990,235	07/30/96	T-shirts and sports shirts International Class: 025

<i>Mark</i>	<i>Application or Reg. No.</i>	<i>App. or Reg. Date</i>	<i>Goods</i>
EARTH COLLECTION	78/264,162	06/18/03	T-shirts and sports shirts International Class: 025
DEVON & JONES (Intent to Use Application) ***See note below.	76/446,731	09/03/02	bags, cases, luggage, attache cases; gym bags, handbags, purses, wallets, umbrellas International Class: 018 clothing, headwear, footwear International Class: 025

Pursuant to an Assignment, dated March 31, 2000, the Company assigned to ASHI all of its right, title and interest in and to all of the above trademarks other than Devon & Jones. The Assignment was recorded with the U.S. Department of Commerce Patent and Trademark Office on April 29, 2003, effective March 31, 2000. Pursuant to a License Agreement executed on the same date, March 31, 2000, the Company licenses the rights to use such trademarks from ASHI in consideration of the payment of royalties to ASHI on a quarterly basis.

*Because the above-described assignment to ASHI of rights in this mark and the registration thereof was inadvertently not recorded before the first required registration maintenance action was taken in 2002, the maintenance action was incorrectly taken in the name of the Company rather than ASHI. Accordingly, there is a technical flaw in the registration of this mark. ASHI filed a new application for this mark on June 18, 2003 to correct the technical flaw and the particulars of the new application are shown above in the immediately following entry. The existing registration will be surrendered for cancellation once the new application is approved for publication.

**This mark is no longer in use. As a result, the registration cannot be maintained and sometime in 2004 will be cancelled effective August 12, 2003.

***An Intent to Use Application pertaining to the trademark Devon & Jones was filed in the name of the Company. The Company has begun use of the Devon & Jones mark, and intends to file an Amendment to Allege Use to this effect. Once the processing of the application has been completed, the mark may be assigned to ASHI and made part of the rights licensed to the Company in the Licensing Agreement. With respect to the processing of the application, the USPTO has required that the identification of goods be amended to specify the types of bags, cases and clothing for which the mark is used or intended to be used. The deadline to comply with this requirement is August 25, 2003, and the Company intends to comply.

The trademark PLANE AND PALM TREE registered in Hong Kong under registration number 12218 of 1997 and registered in the United States under registration number 1,994,211 are not currently in use the registrations will not be maintained or, in the case of the United States, filed in the name of ASHI, Inc.