

09-25-2003

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

RE



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J.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):

Broder Bros., Co.

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

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

2. Name and address of receiving party(ies)

Name: The CIT Group/Commercial Services, Inc.

Internal

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 9/22/03

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

A. Trademark Application No.(s) 76-068071

B. Trademark Registration No.(s) 2099187, 1899323, 1901015

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: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- 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

Signature

9/24/03

Date

Total number of pages including cover sheet, attachments, and document: 5

09/26/2003 GTDM11 00000030 76068071

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

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TRADEMARK REEL: 002829 FRAME: 0980

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2003, by Broder Bros., Co., a Michigan 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.

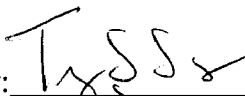
[signature page follows]

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.

BRODER BROS., CO.

By:   
Name: Thomas Franks  
Title: CFO / Secretary

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

By:   
Name: Sergey S. Lepivaitz  
Title: VP

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

I. Trademarks:

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Date</b>
LUNA BASICS (and Design)	US	76-068071	4/25/03
LUNA PIER COLLECTION LUNA PIER (and Design)	US	2099187	9/23/97
BRODER BROTHERS	US	1899323	6/13/95
BRODER BROS.	US	1901015	6/20/95

II. The following is a list IT domain names that Broder Bros., Co. has registered<sup>1</sup>:

1. Broderbros.com
2. Catalogsportsweat.com
3. Broderbros.net
4. Buybroder.com
5. Sportswearcatalog.com
6. Fullline.com
7. Imprintwear.com
8. GCSW.com
9. Broderbros.info
10. Gobroder.com

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<sup>1</sup> Pursuant to Section 2.1 of the Security Agreement, no security interest is granted on any URL or domain names listed herein for which such pledge would result in the loss of any material rights therein.