FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97, LegalStar
TM05/REV03

11-20-2003

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Docket No.:

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):

Next Marketing, Inc.

10-2-03

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

Additional names(s) of conveying party(ies) ☐ Yes ☐ No

2. Name and address of receiving party(ies):

Name: LaSalle Business Credit, LLC

Internal Address: OCT 2 2003

Street Address: 565 5th Avenue, 27th Floor

City: New York State: NY ZIP: 10017

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: September 30, 2003

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

A. Trademark Application No.(s)

76/523,925
76/528,851

B. Trademark Registration No.(s)

2,164,577 2,457,282 2,338,819
2,355,853 2,506,551
2,293,705 2,260,047

Additional numbers ☐ Yes ☒ No

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

Name: Heidi A. Hansan, Esquire

Internal Address:

Street Address: Miles & Stockbridge P.C.
10 Light Street

City: Baltimore State: MD ZIP: 21202

6. Total number of applications and registrations involved:..... 9

7. Total fee (37 CFR 3.41):.....$ 240

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

11/19/2003 ECOOPER 00000052 200052 76523925

01 FC:8521 40.00 DA
02 FC:8522 200.00 DA

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.

Heidi A. Hansan — Name of Person Signing

Heidi A. Hansan — Signature

October 1, 2003 — Date

Total number of pages including cover sheet, attachments, and 9

TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 30th day of September, 2003, by NEXT MARKETING, INC., a Delaware corporation ("Assignor") in favor of LaSalle Business Credit, LLC, with an office at 565 Fifth Avenue-27th Floor, New York, New York 10017 ("Lender"):

W I T N E S S E T H

WHEREAS, Assignor, certain others included in the term "Borrowers" from time to time under the Loan Agreement defined below (the Assignor together with such others are sometimes referred to herein as the "Borrowers"), and Lender are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Loan Documents"), which Loan Documents provide (i) for Lender to, from time to time, extend credit to or for the account of the Borrowers and (ii) for the grant by Assignor to Lender of a security interest in certain of Assignor's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Assignor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Documents of, a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed in the United States Patent and Trademark Office with respect to such applications) in connection therewith, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the

foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Assignor warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part, and each such Trademark is presently subsisting;

(ii) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances;

(iii) Assignor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Assignor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Assignor agrees that until Assignor's Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, Assignor shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Assignor represents and warrants that, based on a diligent investigation by Assignor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks in the United States (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with the United States Patent and Trademark Office with respect to such applications) now owned by Assignor. If, before Assignor's Liabilities shall have been satisfied in full or before the Loan Documents have been terminated, Assignor shall (i) become aware of any existing Trademarks of which Assignor has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof. Assignor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Agreement shall extend until the payment in full of Assignor's Liabilities and the termination of the Loan Documents. Assignor agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Assignor.

TRADEMARK
REEL: 002866 FRAME: 0768

7. Product Quality. Assignor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Assignor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Assignor's Liabilities and termination of the Loan Documents, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Assignor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Assignor and until paid shall constitute Liabilities.

10. Duties of Assignor. Assignor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Assignor's Liabilities shall have been paid in full and the Loan Documents have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Assignor's Liabilities under this Section 10 shall be borne by Assignor.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any

jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Assignor's Liabilities shall have been paid in full and the Loan Documents have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Assignor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.

[Signatures Follow on Next Page]

TRADEMARK
REEL: 002866 FRAME: 0771

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Assignor has duly executed this Security Agreement as of the date first written above.

WITNESS/ATTEST:

NEXT MARKETING, INC.

By: _____
Name: Dan F. Cooke
Title: President

Agreed and Accepted by the Lender
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By: _____
Name: Kevin D. Copenspire
Title: Vice President

#760183|G1506-047

Next Marketing, Inc.

SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

REGISTERED
TRADEMARK SCHEDULE

TRADEMARKS

Registration No.	Registration Date	Trademark	Goods
2,164,577	06/09/98	American Wildlife & Design	International Class 25: Clothing and sportswear, namely T-shirts, sweat shirts
2,355,853	06/06/00	American Wildlife Original Sportswear since 1776	International Class 25: Clothing and sportswear, namely T-shirts, sweat shirts, sweat pants, shorts, jackets, and hats
2,293,705	11/16/99	American AW Wildlife	International Class 25: Clothing and sportswear; namely T-shirts, sweat shirts, shorts, jackets, and hats
2,457,282	06/05/01	American Wildlife	International Class 25: Clothing and sportswear, namely shirts
2,506,551	11/13/01	American Wildlife	International Class 25: Clothing, namely T-shirts, fleece shirts, denim shirts, jackets, pants and hats
2,260,047	07/06/99	Authentic NCC Apparel & Design	International Class 25: Clothing and sportswear, namely T-shirts
2,338,819	04/04/00	NCC Apparel	International Class 25: Clothing and sportswear, namely t-shirts, sweat shirts, sweat pants, shorts and jackets

#760183|G1506-047

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Filed
NEXT	76/523,925	06/19/03
Campus Traditions	76/528,851	07/10/03

TRADEMARK
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Next Marketing, Inc.

SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

REGISTERED
TRADEMARK SCHEDULE

TRADEMARKS

Registration No.	Registration Date	Trademark	Goods
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2,293,705	11/16/99	American AW Wildlife	International Class 25: Clothing and sportswear; namely T-shirts, sweat shirts, shorts, jackets, and hats
2,457,282	06/05/01	American Wildlife	International Class 25: Clothing and sportswear, namely shirts
2,506,551	11/13/01	American Wildlife	International Class 25: Clothing, namely T-shirts, fleece shirts, denim shirts, jackets, pants and hats
2,260,047	07/06/99	Authentic NCC Apparel & Design	International Class 25: Clothing and sportswear, namely T-shirts
2,338,819	04/04/00	NCC Apparel	International Class 25: Clothing and sportswear, namely t-shirts, sweat shirts, sweat pants, shorts and jackets

#760183|G1506-047