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
TSI Brands, Inc.		06/17/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 167

Property Type	Number	Word Mark
Registration Number:	1233672	
Registration Number:	1556896	
Registration Number:	1117335	ACTIVE 1
Registration Number:	2802613	AK AMERICAN KHAKIS
Registration Number:	2798805	AMERICAN WEEKEND
Registration Number:	2764305	AUTHENTIC CHINO CASUALS
Registration Number:	2758636	AUTHENTIC KHAKI CO.
Registration Number:	2376780	AUTHENTIC KHAKI OUTDOOR
Registration Number:	2485519	AUTHENTIC KHAKI STRETCH
Registration Number:	2635897	B2B
Registration Number:	2382038	BANANA JOE
Registration Number:	1648201	BAY-TO-BAY
Registration Number:	2503905	BAY TO BAY QUALITY
Registration Number:	2363498	BAY TO BAY TROPICAL QUALITY SINCE 1927
Registration Number:	1923786	BAY TO BAY CREW

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Registration Number:	2590240	BAY GOLF BAY B TO B 1927
Registration Number:	1720393	BAYSPORT
Registration Number:	1959169	BIG HORN
Registration Number:	2043883	BILLY BOY
Registration Number:	2523091	BLUE MIST
Registration Number:	1758436	BOSTON BAY
Registration Number:	734210	BRAND X
Registration Number:	2384676	CACTUS JACK
Registration Number:	429337	CARWOOD
Registration Number:	1205556	CHARLES CHASTAIN
Registration Number:	2316990	COOL HAND
Registration Number:	2781510	COOLPLAY
Registration Number:	1715925	COTTONWOOD TRADERS
Registration Number:	1959592	
Registration Number:	2472104	E - CORE
Registration Number:	2789630	EXECUTIVE CARGO
Registration Number:	2063928	EXTREME RISK
Registration Number:	2324759	ER EXTREME RISK SPORTSWEAR
Registration Number:	890940	F
Registration Number:	886375	F
Registration Number:	558581	FARAH
Registration Number:	1330960	FARAH
Registration Number:	1009976	FARAH
Registration Number:	1416008	FARAH CLOTHING CO.
Registration Number:	627029	FARAH OF TEXAS
Registration Number:	924305	FARAH THE PREFERENCE SLACK
Registration Number:	2317025	FEATHER RIVER CO.
Registration Number:	1932346	FLYING A
Registration Number:	2273013	FLYING ACES
Registration Number:	2383847	FLY WATER
Registration Number:	2448358	
Registration Number:	2217895	FRESH PAINT
Registration Number:	1961077	GOLF CLUB INTERNATIONAL
Registration Number:	1990201	GREAT BASIN
Registration Number:	2480639	GREY WOLF

Registration Number:	2430347	HORSE CREEK
Registration Number:	1993812	I'M WASHABLE WOOL
Registration Number:	2285995	INTERNET SPORTSWEAR
Registration Number:	2039170	JIMMY BOY
Registration Number:	2040777	JOHNNY BOY
Registration Number:	2437530	JOHNNY BOY
Registration Number:	1955267	LITTLE BIG HORN
Registration Number:	736097	MACDEE
Registration Number:	1722055	MANATEE
Registration Number:	1710130	
Registration Number:	1720398	MANATEE MAGIC
Registration Number:	2423325	MICHELANGELO BUONARROTI
Registration Number:	2000253	NATURAL LIVING
Registration Number:	1895623	NATURAL PERFORMER
Registration Number:	2383598	NEW PUBLIC WORKS
Registration Number:	2039863	THE ORIGINAL KHAKI CO.
Registration Number:	1202093	OLEVIA ST.
Registration Number:	2605633	OWN YOUR ELEMENT
Registration Number:	2276544	PADDLE & OARS CO.
Registration Number:	2289271	PLATINUM MEMBER
Registration Number:	2791551	P PLATINUM MEMBER
Registration Number:	2279772	PLATINUM SIGNATURE
Registration Number:	1521025	PORT WEST
Registration Number:	1569890	PROCESS 2000
Registration Number:	2211624	PUEBLO
Registration Number:	1186894	ROYAL PALM
Registration Number:	2137530	ROYALPALM
Registration Number:	699031	ROYAL PALM
Registration Number:	801368	SADDLE BACKS
Registration Number:	1951747	SALT RIVER
Registration Number:	2111463	SAVANE
Registration Number:	1380524	SAVANE
Registration Number:	2494862	SAVANE
Registration Number:	2302399	SAVANE ELEMENTS
Registration Number:	1380529	SAVANE GENUINE OUTFITTERS

Registration Number:	2278419	WORLD OF SAVANE
Registration Number:	2267682	SAWDUST COMPANY
Registration Number:	1955268	SAWTOOTH MOUNTAINS
Registration Number:	1906918	SILK BLUES
Registration Number:	2211745	SLO-MO SPORTSWEAR
Registration Number:	2494861	SOFT AS SAVANE
Registration Number:	2283456	SOFT WASH
Registration Number:	2285688	SOFT WASH NO WRINKLES
Registration Number:	2001847	SPIRIT OF THE WOLVES
Registration Number:	2309754	STEELWORKS
Registration Number:	209103	STONE MOUNTAIN SHIRTS AND OVERALLS
Registration Number:	2325498	STRETCH WAISTBAND
Registration Number:	440916	STYLE CHIEF
Registration Number:	2244787	
Registration Number:	799666	SUPER PLY
Registration Number:	2132246	TAHOE RIVER OUTFITTERS
Registration Number:	2497111	TECHWORKS
Registration Number:	2011240	THE AUTHENTIC KHAKI COMPANY
Registration Number:	2000252	THE COAL MINE COMPANY
Registration Number:	2117132	THE LEADER IN PRIVATE BRAND
Registration Number:	1928428	THE THINGS WE VALUE
Registration Number:	1990305	THREE GRACES
Registration Number:	2276403	TILFORD & STUART
Registration Number:	2296272	TIMBERON RIVER COMPANY
Registration Number:	686359	TRAIL BLAZERS
Registration Number:	1646084	TROPICAL
Registration Number:	1960833	TROPICAL SPORTSWEAR
Registration Number:	2016017	TROPICAL SPORTSWEAR INTERNATIONAL
Registration Number:	1843699	TROPICAL SPORTSWEAR NATURAL MAN
Registration Number:	2246089	TROPIWASH
Registration Number:	2592443	TSI
Registration Number:	1914210	TWO PEPPER
Registration Number:	2227233	U.S. TRADING COMPANY
Registration Number:	2027668	VINTAGE WASH
Registration Number:	2841234	VINTAGE HARDWARE GENTLY WEATHERED FOR STYLE

Registration Number:	1725844	WASHOUT
Registration Number:	1883020	WET PROCESS
Registration Number:	1879828	WFF WM.F. FARAH
Registration Number:	2466231	WHITE DOVE
Registration Number:	2362691	WHITE ICE COMPANY
Registration Number:	1683029	WILDLIFE REFUGE
Registration Number:	2169900	WILL ROGERS
Registration Number:	1773697	WOODEN NICKEL
Registration Number:	1738437	WOODMERE
Registration Number:	1718286	ZIABO
Serial Number:	78172441	ANDREA YORK
Serial Number:	78304306	AT YOUR BEST
Serial Number:	75289595	BANANA JOE
Serial Number:	75252103	BANANA JOE SLO MO SPORTSWEAR
Serial Number:	78371369	BEACH CORDS
Serial Number:	78371329	BECAUSE IT'S YOUR TIME
Serial Number:	78371357	BREAK RANK. IN STYLE.
Serial Number:	78345399	C2C
Serial Number:	78345418	CONCEPT TO CONSUMER
Serial Number:	78243978	DEEP DYE
Serial Number:	78304280	DRESS BLUES
Serial Number:	75561200	FLYERS
Serial Number:	78410327	FOR YOUR NEXT IMPOSSIBLE MISSION
Serial Number:	78410319	FOR YOUR NEXT POSSIBLE MISSION
Serial Number:	78281667	FORM FLEX
Serial Number:	78241443	FREEDOM FLEX
Serial Number:	78208370	MICRO-FLEX
Serial Number:	78192741	MOTION MOVES WITH YOU
Serial Number:	76264324	OK ORIGINAL KHAKI CO.
Serial Number:	78295835	PERSONAL COMFORT
Serial Number:	78293591	PERSONAL FLEX
Serial Number:	78371337	PLUGGED-IN
Serial Number:	78236218	RED STITCH
Serial Number:	78415736	SILK BLUES
Serial Number:	78187566	STAIN PROTECTOR

Serial Number:	76415270	THE LEADER OF BRAND AND PRIVATE BRAND
Serial Number:	78410307	THE PANT FOR THE IMPOSSIBLE MISSION
Serial Number:	76445740	TOTAL KHAKI
Serial Number:	78410248	TRAVEL INTELLIGENCE
Serial Number:	78410293	TRAVEL INTELLIGENT
Serial Number:	78405057	TRAVEL SMART
Serial Number:	78202674	UNIVERSAL FIT
Serial Number:	78263489	UNPLUGGED
Serial Number:	78263513	UNPLUGGED ON YOUR OWN TIME
Registration Number:	1911480	TSI
Registration Number:	1898403	U.S. TRADING COMPANY
Registration Number:	2485875	FARAH F

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:	57294.77
NAME OF SUBMITTER:	Ann Vandiver, Paralegal

Total Attachments: 8

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SECURITY AGREEMENT
(Trademarks)

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF MECKLENBURG)

WHEREAS, TSI BRANDS, 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 the date hereof (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 other borrower parties thereto, 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;

(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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of June 17, 2004.

[Corporate Seal]

TSI BRANDS, INC.

By: _____

Name: Robin Cohan

Title: Executive Vice President

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF MECKLENBURG)

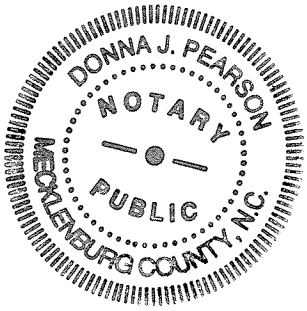
On this 17th day of June, 2004 before me personally came Robin Cohan to me known, who, being by me duly sworn, did depose and say that she is Executive Vice President of TSI BRANDS, INC., that she signed the foregoing instrument on behalf of said entity by his/her authority duly given, and that he/she acknowledged said instrument in writing to be the act and deed of said entity.

Donna J. Pearson

Donna Pearson, Notary Public

My Commission Expires: 8/1/07

[NOTARIAL SEAL]



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SCHEDULE A
(Trademarks)

TSI Brands, Inc.
Trademark Applications

Marks	Application Date	Application No.
Andrea York	10/9/2002	78/172441
At Your Best	9/24/2003	78/304306
Banana Joe	5/9/1997	75/289,595
Banana Joe & SloMo	3/5/1997	75/252,103
Beach Cords	2/20/2004	78/371369
Because It's Your Time	2/20/2004	78/371329
Break Rank. In Style.	2/20/2004	78/371357
C2C	12/24/2003	78/345,399
Concept to Consumer	12/24/2003	78/345,418
Deep Dye	4/29/2003	78,243,978
Dress Blues	9/24/2003	78/304280
Flyers	9/29/1998	75/561,200
For Your Next Impossible Mission	4/29/2004	78/410,327
For Your Next Possible Mission	4/29/2004	78/410,319
Form Flex	7/31/2003	78/281,667
Freedom Flex	4/24/2003	78/241,443
Micro-Flex	1/29/2003	78/208,370
Motion Moves With You	12/10/2002	78/192741
OK design & Original Khaki Company	5/29/2001	76/264,324
Personal Comfort	9/4/2003	78/295,835
Personal Flex	8/28/2003	78/293,591
Plugged-In	2/20/2004	78/371337
Red Stitch	4/10/2003	78/236218
Silk Blues	9/25/2003	78/415,736
Stain Protector	11/21/2002	78/187,566
The Leader of Brand and Private Brand	6/5/2002	76/415270
The Pant for the Impossible Mission	4/29/2004	78/410,307
Total Khaki	8/29/2002	76/445740
Travel Intelligence	4/29/2004	78/410,248
Travel Intelligent	4/29/2004	78/410,293
Travel Smart	4/22/2004	78/405,057
Universal Fit	1/13/2003	78/202,674
Unplugged	6/17/2003	78/263/489
Unplugged On Your Own Time	6/17/2003	78/263,513

TSI Brands, Inc.
Trademark Registrations

Marks	Registration Date	Registration No.
"Stallion" design	4/5/1983	1,233,672
"Pocket Design only" (Long Horn & Loop Design)	9/19/1989	1,556,896
Active 1	5/1/1979	1,117,335
AK American Khaki	1/6/2004	2,802,613
American Weekend	12/23/2003	2,798,805
Authentic Chino Casuals	9/19/2003	2,764,305
Authentic Khaki Co	9/2/2003	2,758,636
Authentic Khaki Outdoor	8/15/2000	2,376,780
Authentic Khaki Stretch	11/11/1997	2,485,519
B2B	10/15/2002	2,635,897
Banana Joe	9/5/2000	2,382,038
Bay to Bay	6/18/1991	1,648,201
Bay to Bay	11/6/2001	2,503,905
Bay to Bay	7/4/2000	2,363,498
Bay to Bay Crew	10/3/1995	1,923,786
Bay to Bay Golf	07/09/02	2,590,240
Baysport	5/29/1991	1,720,393
Big Horn	2/27/1996	1,959,169
Billy Boy	3/11/1997	2,043,883
Blue Mist	12/25/2001	2,523,091
Boston Bay	3/16/1993	1,758,436
Brand X	7/10/1962	734,210
Cactus Jack	9/12/2000	2,384,676
Carwood	4/29/1947	429,337
Charles Chastain	8/17/1982	1,205,556
Cool Hand	2/8/2000	2,316,990
Cool Play	11/11/2003	2,781,510
Cottonwood Traders	9/15/1992	1,715,925
Design of a Seed Packet Attached to back pocket	3/5/1996	1,959,592
E-Core	7/24/2001	2,472,104
Executive Cargo	12/2/2003	2,789,630
Extreme Risk	5/20/1997	2,063,928
Extreme Risk	2/29/2000	2,324,759
F (Script "F" on Gold Tab)	5/12/1970	890,940
F (tab located in the seam by the pocket)	2/17/1970	886,375
Farah	5/6/1952	558,581
Farah	4/16/1985	1,330,960
Farah	5/6/1975	1,009,976
Farah Clothing Co.	11/4/1986	1,416,008
Farah F in a Circle	9/4/2001	2,485,87
Farah of Texas	5/15/1956	627,029

Marks	Registration Date	Registration No.
Farah the Preference Slack	11/23/1971	924,305
Feather River Company	2/8/2000	2,317,025
Flying A	10/31/1995	1,932,346
Flying Aces	8/24/1999	2,273,013
Flywater	9/5/2000	2,383,847
Four Leaf Design (Savane Women's)	5/1/2001	2,448,358
Fresh Paint	1/12/1999	2,217,895
Golf Club International	3/5/1996	1,961,077
Great Basin	7/20/1996	1,990,201
Grey Wolf	8/21/2001	2,480,639
Horse Creek	2/20/2001	2,430,347
I'm Washable Wool	8/13/1996	1,993,812
Internet Sportswear	10/12/1999	2,285,995
Jimmy Boy	2/18/1997	2,039,170
Johnny Boy	2/25/1997	2,040,777
Johnny Boy	3/20/2001	2,437,530
Little Big Horn	2/6/1996	1,955,267
Mac Dee	8/14/1962	736,097
Manatee	10/6/1992	1,722,055
Manatee	8/25/1992	1,710,130
Manatee Magic	9/29/1992	1,720,398
Michelangelo Buonarroti & Design	1/23/2001	2423325
Natural Living	9/10/96	2,000,253
Natural Performer	5/23/1995	1,895,623
New Public Works	9/5/2000	2,383,598
OK design & The Original Khaki Company	2/25/1997	2,039,863
Olevia St. & design	7/20/1982	1,202,093
Own Your Element	8/6/2002	2,605,633
Paddle and Oars Co.	9/7/1999	2,276,544
Platinum Member	10/26/1999	2,289,271
Platinum Member logo	12/9/2003	2,791,551
Platinum Signature	9/21/99	2,279,772
Port West	1/17/1989	1,521,025
Process 2000	12/5/1989	1,569,890
Pueblo	12/15/1998	2,211,624
Royal Palm	1/19/1982	1,186,894
Royal Palm	2/17/1998	2,137,530
Royal Palm	6/7/1960	699,031
Saddle Backs	1/4/1966	801,368
Salt River	1/23/1996	1,951,747
Savane	11/4/1997	2,111,463
Savane	1/28/1986	1,380,524
Savane & 4 Leaf	10/2/2001	2,494,862
Savane Elements	12/21/1999	2,302,399
Savane Genuine Outfitters	1/28/1986	1,380,529
Savane World of Savane	9/11/99	2,278,419

Marks	Registration Date	Registration No.
Sawdust Company	8/3/1999	2,267,682
Sawtooth Mountains	2/6/1996	1,955,268
Silk Blues	7/18/1995	1,906,918
Slo•Mo Sportswear	12/15/1998	2,211,745
Soft as Savane	10/2/2001	2,494,861
Soft Wash	10/5/99	2,283,456
Soft Wash No Wrinkles	10/12/1999	2,285,688
Spirit of the Wolves	9/17/96	2,001,847
Steelworks	1/18/2000	2,309,754
Stone Mountain	2/16/2026	209,103
Stretch Waistband	3/7/2000	2,325,498
Style Chief	10/12/1948	440,916
Stylized Globe Design	12/8/1997	2,244,787
Super Ply	11/30/1965	799,666
Tahoe River Outfitters	1/1/2798	2,132,246
Techworks	10/9/2001	2,497,111
The Authentic Khaki Company	10/22/1996	2,011,240
The Coal Mine Company	9/10/1996	2,000,252
The Leader in Private Brands	11/25/1997	2,117,132
The Things We Value	10/17/1995	1,928,428
Three Graces	7/30//96	1,990,305
Tilford & Stuart	9/7/1999	2,276,403
Timberon River Company	11/30/1999	2,296,272
Trail Blazers	10/6/1959	686,359
Tropical	5/28/1991	1,646,084
Tropical Sportswear	3/5/1996	1,960,833
Tropical Sportswear International	11/12/1996	2,016,017
Tropical Sportswear Natural Man	7/5/1994	1,843,699
Tropiwash	4/9/1998	2,246,089
TSI	8/15/1995	1,911,480
TSI & Palm Tree	7/9/2002	2,592,443
Two Pepper	8/22/1995	1,914,210
U.S. Trading Company	6/6/1995	1,898,403
US Trading Company	3/2/1999	2,227,233
Vintage Wash	12/31/1996	2,027,668
Vintage Hardware Gently Weathered for Style	5-11-04	2,841,234
Washout	10/20/1992	1,725,844
Wet Process	3/7/1995	1,883,020
Wff Wm. F Farah	2/21/1995	1,879,828
White Dove	1/13/1999	2466231
White Ice Company	6/27/2000	2,362,691
Wildlife Refuge	4/14/1992	1,683,029
Will Rogers	6/30/1998	2,169,900
Wooden Nickel	5/25/1993	1,773,697
Woodmere	12/8/1992	1,738,437
Ziabo	9/22/1992	1,718,286