

09-03-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/

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



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TRADEMARK

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9-204

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-2-04

1. Name of conveying party(ies)/Execution Date(s):
 NES Clothing Company Holdings Trust

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

Citizenship (see guidelines) MA

Execution Date(s) August 31, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: The CIT Group/Commercial Services, Inc.
 Internal
 Address: _____

Street Address: 1211 Avenue of the Americas
 City: New York
 State: New York
 Country: USA Zip: 10036

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship NY
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
 See Continuation of Item 4 attached hereto.

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 See Continuation of Item 4 attached hereto.

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins LLP
Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago
 State: IL Zip: 60606

Phone Number: 312/876-7628
 Fax Number: 312/993-9767
 Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Linda R. Kastner September 1, 2004
 Signature Date

Linda R. Kastner Total number of pages including cover sheet, attachments, and document: 7
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/03/2004 LNU/ELI 0000018 75139154

01 FC:8521
02 FC:8522
03 FC:8523

CONTINUATION OF ITEM 4

Trademark Name	Application No.	Filing Date
DENNISPORT	75/139154	7/24/96
HARVARD SQUARE	76/359618	1/16/02
GREAT BARRINGTON	75/139022	7/24/96

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2004, by NES Clothing Company Holdings Trust, a Massachusetts business trust ("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 September 22, 2003 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 granted a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations of Borrower under the Credit Agreement and to pledge and grant a security interest in the Trademark Collateral as security for the Obligations;

WHEREAS, pursuant to that certain Joinder Agreement dated as of date hereof executed and delivered by the Grantor to the Collateral Agent, Grantor became a party to that certain Security Agreement dated as of September 22, 2003 (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

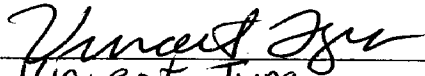
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark 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.

NES CLOTHING COMPANY HOLDINGS
TRUST

By: 
Name: Vincent Tyra
Title: President

[Signature Page to Trademark Security Agreement]

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

By: 
Name: Anthony Montemarano
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Owner	Trademark Name	Application No.	Country	Filing Date	Status
NES Clothing Company Holdings Trust	BACKROADS		U.S.	Unfiled	Unfiled
NES Clothing Company Holdings Trust	COMMON THREAD		U.S.	Unfiled	Unfiled
NES Clothing Company Holdings Trust	DENNISPORT*	75/139154	U.S.	7/24/96	Inactive
NES Clothing Company Holdings Trust	HARVARD SQUARE*	76/359618	U.S.	1/16/02	Published
NES Clothing Company Holdings Trust	GREAT BARRINGTON*	75/139022	U.S.	7/24/96	Inactive

* Pursuant to Section 2.1 of the Security Agreement, Collateral shall not include intent-to-use applications to the extent the creation by Pledgor of a security interest therein is prohibited without the consent of a third party, Requirement of Law applicable or would otherwise result in the loss by any Loan Party of any material right therein.

Unregistered Trademarks

BACKROADS

COMMON THREAD

THE CORPORATE CHOICE