

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

5024-41

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

1. Name of conveying party(ies): Augusta Sportswear Acquisition Company, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State - DE [] Other

2. Name and address of receiving party(ies) Name: Antares Capital Corporation, as agent Internal Address: Street Address: 311 S. Wacker City: Chicago State: IL Zip: 60606 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: December 31, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,488,896

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Laura Konrath Internal Address: Winston & Strawn LLP 33rd Floor Street Address: 35 W. Wacker Dr. City: Chicago State: IL Zip: 60601

7. Total fee (\$7 CFR 3.41).....\$ 40 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 232428

DO NOT USE THIS SPACE

9. Signature. Laura Konrath Name of Person Signing

Signature

Date 1/18/05

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$40.00 232428 1488896

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2004, is between Augusta Sportswear Acquisition Company, Inc., a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Guarantor Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in

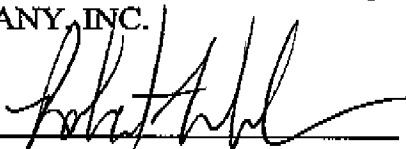
Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party 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, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 31 day of December, 2004.

AUGUSTA SPORTSWEAR ACQUISITION
COMPANY, INC.

By: 

Title: PRESIDENT

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 31 day of December, 2004.

AUGUSTA SPORTSWEAR ACQUISITION
COMPANY, INC.

By: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By:  _____

Title: Director

Michael P. King
Director

ACKNOWLEDGMENT

State of Ohio)
)
County of Cuyahoga) ss.

On the date first set forth above before me personally appeared Robert A. Weber who executed the foregoing instrument as the President of Augusta Sportswear Acquisition Company, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

E L Miller
Notary Public

EBONY L. MILLER, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

Augusta Sportswear Acquisition Company, Inc.

Schedule 1

TRADEMARKS

AUGUSTA SPORTSWEAR

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Related Foreign Trademarks</u>
1,488,896	May 17, 1988	None

TRADEMARK APPLICATIONS

<u>U.S. Trademark Application No.</u>	<u>Application Date</u>	<u>Related Foreign Trademarks</u>
None		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
--------------------------	----------------	--------------------------

Circuit Contract by and among Augusta Sportswear Acquisition Company, Inc., as successor to Augusta Sportswear, Inc. and P.R.I (undated). This contract is set to expire on December 31, 2004. Augusta Sportswear Acquisition Company, Inc. will continue a month to month unwritten contract with a written contract to follow in the first quarter of 2004.		
---	--	--

Non-Exclusive End-User License Agreement Service by and among LucasSystems, Inc. and Augusta Sportswear Acquisition Company, Inc., as successor to Augusta Sportswear, Inc. (undated)		
---	--	--

{EM2511.DOC;2}