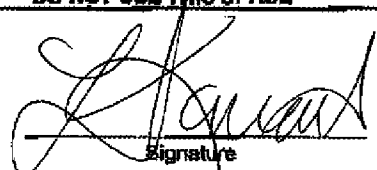


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Jones &amp; Mitchell Sportswear, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>KS</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Antares Capital Corporation</u> Internal <u>as agent</u> Address: _____ Street Address: <u>311 S. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 31, 2005</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston &amp; Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>			6. Total number of applications and registrations involved: <u>2</u>		
			7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>232428</u>		
<b>DO NOT USE THIS SPACE</b>					
9. Signature. <u>Laura Konrath</u>  <u>4/5/05</u> Name of Person Signing      Signature      Date Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/>					

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

CH \$65.00 232428 76567054

Continuation Item 4

Jones & Mitchell Sportswear, Inc.

**Schedule 1**

**TRADEMARKS**

Jones & Mitchell

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Related Foreign Trademarks</u>
① 2,106,279	October 21, 1997	None

**TRADEMARK APPLICATIONS**

Silver Oak\*

<u>U.S. Trademark Application No.</u>	<u>Application Date</u>	<u>Related Foreign Trademarks</u>
② 76-567,054	December 16, 2003	None

\*Jones & Mitchell Sportswear, Inc. has received one objection and has been asked to abandon the registration. Jones & Mitchell Sportswear, Inc. is determining whether to contest the objection or abandon the application for registration.

**TRADEMARK LICENSES**

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

Jones & Mitchell Sportswear, Inc. is a party to a large number of non-exclusive trademark license agreements with various universities and licensing agents. Jones & Mitchell Sportswear, Inc. uses such trademarks in the manufacturing of its products. From time to time, existing agreements are terminated and agreements with new universities or agents are added. All of these trademark license agreements are non-assignable.

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**TRADEMARK**  
**REEL: 003083 FRAME: 0834**

EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2005, is between Jones & Mitchell Sportswear, Inc., a Kansas 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 dated as of December 31, 2004 (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

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TRADEMARK  
REEL: 003083 FRAME: 0835

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 March, 2005.

JONES & MITCHELL SPORTSWEAR, INC.

By: 

Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,  
as Agent for Lenders

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 003083 FRAME: 0837**

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 31<sup>st</sup> day of March, 2005.

JONES & MITCHELL SPORTSWEAR, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged:

ANTARES CAPITAL CORPORATION,  
as Agent for Lenders

By:  \_\_\_\_\_

Title: Director

**Michael P. King**  
**Director**

Signature Page to Trademark Security Agreement

**ACKNOWLEDGMENT**

State of Ohio )  
 )  
County of Cuyahoga ) ss.

On the date first set forth above before me personally appeared Robert H. Weber who executed the foregoing instrument as the President of Jones & Mitchell Sportswear, 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}

Ebony 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.

Jones &amp; Mitchell Sportswear, Inc.

**Schedule 1****TRADEMARKS**

Jones &amp; Mitchell

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Related Foreign Trademarks</u>
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**TRADEMARK LICENSES**

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