

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	08/04/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DUNHAM'S ATHLEISURE CORPORATION		08/04/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A. (successor in interest to Fleet Capital Corporation)
Street Address:	20975 Swenson Drive, Suite 200
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53186
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2291809	GET IN THE GAME
Registration Number:	2632877	CANYON CREEK

CORRESPONDENCE DATA

Fax Number: (816)421-0596
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 816-329-4767
 Email: lisa.robison@husch.com
 Correspondent Name: Husch & Eppenberger, LLC
 Address Line 1: Attention: Lisa Robison
 Address Line 2: 1200 Main Street, Suite 1700
 Address Line 4: Kansas City, MISSOURI 64105

NAME OF SUBMITTER:	Lisa Robison
Signature:	/Lisa Robison/

OP \$65.00 2291809

Date:

08/08/2005

Total Attachments: 3

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**SECOND AMENDMENT TO TRADEMARK
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

This SECOND AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("**Amendment**"), dated this 4th day of August, 2005, is between DUNHAM'S ATHLEISURE CORPORATION, a Delaware corporation ("**Assignor**"), and BANK OF AMERICA, N.A. (successor in interest to Fleet Capital Corporation) ("**Lender**").

RECITALS

A. Assignor entered into that certain Trademark Collateral Assignment and Security Agreement, dated March 16, 1993, with Barclays Business Credit, Inc., as amended by that certain First Amendment to Trademark Agreement, dated as of July 26, 2002, between Assignor and Fleet Capital Corporation (successor in interest to Barclays Business Credit, Inc.) (as amended, the "**Trademark Agreement**"), in connection with and as security for Assignor's Obligations under that certain Loan and Security Agreement, dated March 16, 1993, between Assignor and Barclays Business Credit, Inc. (predecessor in interest to Fleet Capital Corporation and to Lender), as amended and restated pursuant to that certain First Amended and Restated Loan and Security Agreement, dated as of July 26, 2002, and as further amended by that certain First Amendment to Amended and Restated Loan and Security Agreement, dated as of April 23, 2002, and that certain Second Amendment to Amended and Restated Loan and Security Agreement, dated as of March 31, 2004 (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**"; all terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement).

B. Assignor and Lender have entered into that certain Third Amendment to First Amended and Restated Loan and Security Agreement of even date herewith (the "**Third Amendment**"), further amending the Loan Agreement.

C. In connection with the Third Amendment, the parties now desire to amend the Trademark Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

AMENDMENT

1. **References.** All references in the Trademark Agreement to "Fleet Capital Corporation or "Fleet" shall hereinafter mean "Bank of America, N.A."

2. **Additional Trademarks.**

(a) Pursuant to paragraphs 1 and 5 of the Trademark Agreement, Assignor granted to Lender a continuing security interest in all of its right, title and interest in and to the trademark and servicemark identified in paragraph 2(b) of this Amendment.

(b) Schedule A of the Trademark Agreement is hereby amended by adding the following thereto:

U.S. Servicemark: GET IN THE GAME
Registration No: 2,291,809

Issued: November 16, 1999
U.S. Trademark: CANYON CREEK
Registration No.: 2,632,877
Issued: October 8, 2002

3. No Claims; Liens Unimpaired. Assignor acknowledges that, as of the date hereof, it has no knowledge of any existing claims, defenses (personal or otherwise) or rights of set off or recoupment whatsoever with respect to the Trademark Agreement. Assignor agrees that this Amendment in no way acts as a release or relinquishment of any liens in favor of Lender (or any of its predecessors in interest) securing payment under the Loan Agreement, as amended by the Third Amendment.

4. No Other Amendments. Except as expressly set forth herein, there are no other agreements or understandings, written or oral, between Assignor and Lender relating to the Trademark Agreement that are not fully and completely set forth or described herein and in the Trademark Agreement. Except to the extent specifically amended hereby, all terms and provisions of the Trademark Agreement shall remain in full force and effect in accordance with the terms set forth therein.


5. Further Assurances. Assignor agrees to execute such other and further documents and instruments as Lender may request to implement the provisions of this Amendment.

6. Amendments. No provision of this Amendment may be amended, modified or waived, except by an instrument in writing signed by the parties.

7. Counterparts; Faxed Signatures. This Amendment may be executed in one or more counterparts and by different parties on different counterparts, each of which shall be deemed an original instrument and all of which taken together shall constitute one and the same agreement. A signature of a party delivered by telecopy or other electronic communication shall constitute an original signature of such party.

IN WITNESS WHEREOF, this Amendment has been executed and delivered by the duly authorized representatives of the parties as of the date first above written.

DUNHAM'S ATHLEISURE CORPORATION

By: 
Name: Marshall Sosne 8/4/05
Title: Executive Vice President

BANK OF AMERICA, N.A.

By: _____
Edward M. Bartkowski
Senior Vice President

Issued: November 16, 1999
U.S. Trademark: CANYON CREEK
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