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
Clayson Knitting Company, Inc.		03/30/2006	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	301 South Tryon Street
Internal Address:	Two Wachovia Center, Ste 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2076162	DIRT DODGER
Registration Number:	1752626	

CH $65.00 2076162

CORRESPONDENCE DATA

Fax Number: (704)378-4890
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-378-4700
Email: jdeese@hunton.com
Correspondent Name: Jeremy Deese, Esq.
Address Line 1: 101 South Tryon Street
Address Line 2: Bank of America Plaza, Ste 3500
Address Line 4: Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:	57294.91
NAME OF SUBMITTER:	Ann Vandiver, Paralegal to Mr. Deese

Signature:	/s/ Ann Vandiver, Paralegal to Mr. Deese
Date:	04/04/2006

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 30th day of March, 2006, by and between CLAYSON KNITTING COMPANY, INC., a North Carolina corporation (the "Grantor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Financing Agreement, dated the date hereof, between the Grantor and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Financing Agreement").

WHEREAS, the Grantor has, pursuant to the Financing Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral, including, without limitation, the Grantor's Trademarks, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the "Registered Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Registered Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

CLAYSON KNITTING COMPANY,
INC., Grantor

By: _____
Name: Joseph Edward Richardson
Title: Chief Executive Officer

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
Secured Party

By: _____
Name: V.J. Mohlere II
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina)
) ss.
COUNTY OF Montgomery)

On this 29 day of March, 2006 before me personally appeared Joseph Edward Richardson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CLAYSON KNITTING COMPANY, INC., a North Carolina corporation, who being by me duly sworn did depose and say that he is the Chief Executive Officer of said corporation, that the said instrument was signed on behalf of said corporation, as authorized by said corporation's board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

11-05-09

Notary Public

{seal}

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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Registration #	Registration Date
Dirt Dodger	1,752,626	2/16/1993
Dirt Dodger	2,076,162	7/1/1997