

Continuation
Item 4

Holloway Acquisition, Inc.

Schedule 1**TRADEMARKS**

Holloway Acquisition, Inc.

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

TRADEMARK APPLICATIONS

<u>U.S. Trademark Application No.</u>	<u>Application Date</u>	<u>Related Foreign Trademarks</u>
① *U.S. Serial No. 78/734,083 H Holloway (and design)	October 16, 2005	None.
② *U.S. Serial No. 78/734,093 H Holloway (vertical design)	October 16, 2005	None.
③ *U.S. Serial No. 78/734,096 H (ball design)	October 16, 2005	None.

*Pending Trademark Applications submitted October 16, 2005

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Trademark License Agreement	American University and Holloway Sportswear, Inc.	June 21, 2005
Non-Exclusive Trademark License Agreement	Ball State University and Holloway Sportswear, Inc.	January 22, 2003
Trademark License Agreement	Forty-Niner Shops, Inc. California State University Long Beach and Holloway Sportswear, Inc.	February 1, 2005

{PLD5409.DOC,4}

Execution Copy

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 2, 2006, is between Holloway Acquisition, 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 an Amended and Restated Guarantor Security Agreement dated of even date herewith (as further 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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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 27th day of May, 2006.

HOLLOWAY ACQUISITION, INC.

By: [Signature]

Title: Chairman & President

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: _____

Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003307 FRAME: 0284

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 2 day of May, 2006.

HOLLOWAY ACQUISITION, INC.

By: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: _____

Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003307 FRAME: 0285

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 Chairman / President of Holloway Acquisition, 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}

RASabato
Notary Public



RACHEL ANN SABATO
Notary Public, State of Ohio
My Commission Expires
March 13, 2010

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003307 FRAME: 0286

Holloway Acquisition, Inc.

Schedule 1**TRADEMARKS**

Holloway Acquisition, Inc.

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

TRADEMARK APPLICATIONS

<u>U.S. Trademark Application No.</u>	<u>Application 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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Non-Exclusive Trademark License Agreement	Ball State University and Holloway Sportswear, Inc.	January 22, 2003
Trademark License Agreement	Forty-Niner Shops, Inc. California State University Long Beach and Holloway Sportswear, Inc.	February 1, 2005

{PLD5409.DOC;4}

Schedule 1

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Revocable Nonexclusive Trademark License	Eastern Michigan University and Holloway Sportswear, Inc.	August 4, 2004
Trademark License Agreement	Harvard University and Holloway Sportswear, Inc.	January 1, 2006
Trademark License Agreement	Howard University and Holloway Sportswear, Inc.	April 1, 2005
Non-Exclusive Trademark License Agreement	Advanced Research and Technology Institute, Inc. and Holloway Sportswear, Inc.	August 1, 1997
Trademark Licensing Program – renewal	University of Iowa and Holloway Sportswear, Inc.	January 24, 2006
Trademark License Agreement	Jackson State University and Holloway Sportswear, Inc.	July 1, 2005
Non-Exclusive Trademark License Agreement	Lake Superior State University and Holloway Sportswear, Inc.	June 25, 2003
Non-Exclusive License Agreement to use certain University Marks	University of Massachusetts and Holloway Sportswear, Inc.	April 6, 2004
Trademark License Agreement	Michigan State University and Holloway Sportswear, Inc.	May 17, 2004
MTU Trademark License Agreement Renewal	Michigan Technological University and Holloway Sportswear, Inc.	December 14, 2004
Trademark License Agreement	University of Minnesota Twin Cities Campus and Holloway Sportswear, Inc.	January 20, 2006
Trademark Licensing Agreement	University of Minnesota-Duluth and Holloway Sportswear, Inc.	May 29, 2002
Trademark License Agreement	University of Oregon and Holloway Sportswear, Inc.	June 22, 2004
Trademark License Agreement	The Trustees of the University of Pennsylvania and Holloway Sportswear, Inc.	June 14, 2005
Trademark License Agreement	Princeton University and Holloway Sportswear, Inc.	January 1, 2006
Trademark License Agreement	Rutgers, The State University of New Jersey and Holloway Sportswear, Inc.	May 9, 2005
Revocable Non-Exclusive License to Use Certain Indicia of South Dakota State University	South Dakota State University and Holloway Sportswear, Inc.	May 26, 2000
Trademark License Agreement	The West Virginia University and Holloway Sportswear, Inc.	May 20, 2005

{PLD5409.DOC;4}

Schedule 1

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Royalty-Free Trademark Licensing Agreement	Western State College of Colorado and Holloway Sportswear, Inc.	May 16, 2003
Trademark License Agreement (for #16 NASCAR Nextel Cup National car)	Roush Corporation d/b/a Roush Racing and Holloway Sportswear, Inc.	August 8, 2005
Trademark License Agreement	MB2 Motorsports, LLC, Leo Burnett U.S.A., Inc., on behalf of the United States Army and Holloway Sportswear, Inc.	
Trademark License Agreement (for #21 NASCAR Nextel Cup car)	Roush Corporation d/b/a Roush Racing and Holloway Sportswear, Inc.	June 13, 2005
Addendum to Amend The Collegiate Licensing Company Standard Retail License Agreement	The Collegiate Licensing Company and Holloway Group, Inc.	February 3, 2006
Standard License Agreement	License Resource Group, Inc. and parties listed on Schedule	September 11, 1996
License Agreement to Use Licensed Indicia of Member Universities	Strategic Marketing Affiliates, Inc. and Holloway Sportswear, Inc.	April 28, 2004
Non-Exclusive Vendor License (#RMN2000123)	US Licensing Company - Concordia College Corporation and Holloway Sportswear, Inc.	February 28, 2005
Non-Exclusive Vendor License (#RMN1000110)	Minnesota State University and Holloway Sportswear, Inc.	June 14, 2005
Non-Exclusive Vendor License (#RMN6000051)	US Licensing Company - North Dakota State College of Science and Holloway Sportswear, Inc.	February 28, 2005
License Agreement	Alcorn State University and Holloway Sportswear, Inc.	May 6, 2003
Licensing Agreement	Bethune Cookman College and Holloway Sportswear, Inc.	May 26, 2005
Standard License Agreement	Bowie State University and Holloway Sportswear, Inc.	December 16, 2004
Non-Exclusive License Agreement	State University of New York at Buffalo and Holloway Sportswear, Inc.	May 5, 2004
Standard License agreement	The Regents of The University of California through its Berkeley Campus Office of Marketing and Management of Trademarks and Holloway Sportswear, Inc.	January 1, 2005

Schedule 1

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Standard License Agreement	The Regents of The University of California through UC Irvine and Holloway Sportswear, Inc.	May 1, 2004
License Agreement	Student Association, Inc. and Holloway Sportswear, Inc.	January 1, 2005
License Agreement	Central State University and Holloway Sportswear, Inc.	September 20, 2005
Licensing Agreement	Clark Atlanta University and Holloway Sportswear, Inc.	May 9, 2005
Contract Agreement	Coastal Carolina University and Holloway Sportswear, Inc.	May 4, 2005
Non-Exclusive License Agreement	The Board of Regents of the University System of Georgia and Holloway Sportswear, Inc.	April 15, 2006
License Contract Agreement	Grambling State University and Holloway Sportswear, Inc.	March 3, 2006
Non-Exclusive License	College of the Holy Cross and Holloway Sportswear, Inc.	
License Agreement	Illinois Wesleyan University and Holloway Sportswear, Inc.	August 30, 2002
Letter of Amendment	Indiana University of Pennsylvania	May 25, 2005
License agreement	Ivy Tech State College and Holloway Sportswear, Inc.	July 8, 2005
License Agreement	John Carroll University and Holloway Sportswear, Inc.	October 21, 2005
Agreement	The Johns Hopkins University and Holloway Sportswear, Inc.	March 20, 2006
Non-Exclusive License Agreement to use certain University Marks	University of Massachusetts and Holloway Sportswear, Inc.	April 6, 2004
Revocable Non-Exclusive License	Mississippi Valley State University and Holloway Sportswear, Inc.	July 14, 2003
Non-Exclusive License Agreement	Southwest Missouri State University and Holloway Sportswear, Inc.	September 19, 2005
Non-Exclusive License Agreement	University of Nebraska at Omaha and Holloway Sportswear, Inc.	July 27, 2005

Schedule 1

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Licensing Agreement	State of Colorado acting through the Board of Trustees of the University of Northern Colorado office of Licensing and Holloway Sportswear, Inc.	August 8, 2003
Revocable License	Northern Michigan University and Holloway Sportswear, Inc.	May 1, 2002
Standard License Agreement	Ohio State University and Holloway Sportswear, Inc.	June 3, 2005
Sublicensing Agreement (Oregon Duck Mascot Character)	University of Oregon and Holloway Sportswear, Inc.	November 17, 2004
Non-Exclusive License Agreement	Pittsburgh State University and Holloway Sportswear, Inc.	September 16, 2002
License Agreement	Prairie View A&M University and Holloway Sportswear, Inc.	September 17, 2004
Standard License Agreement	University of San Francisco and Holloway Sportswear, Inc.	April 21, 2005
Non-Exclusive License	The Board of Regents of the University of Georgia (for Savannah State University) and Holloway Sportswear, Inc.	September 28
Revocable Non-Exclusive License to Use Certain Indicia of South Dakota State University	South Dakota State University and Holloway Sportswear, Inc.	May 26, 2000
License Agreement	University of Southern California and Holloway Sportswear, Inc.	
Revocable Non-Exclusive License Agreement	University of Southern Mississippi and Holloway Sportswear, Inc.	December 15, 2004
License Agreement	Tarleton State University and Holloway Sportswear, Inc.	October 1, 2005
License Agreement	Texas A&M University-Commerce and Holloway Sportswear, Inc.	October 1, 2005
License Agreement	Texas Southern University-Commerce and Holloway Sportswear, Inc.	September 13, 2004
Standard "UCLA" License Agreement	The Regents of the University of California through the Associated Students University of California Los Angeles and Holloway Sportswear, Inc.	July 1, 2004

Schedule 1

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
License Agreement	The University of West Florida Board of Trustees and Holloway Sportswear, Inc.	May 6, 2005
License Agreement	Winston Salem State University and Holloway Sportswear, Inc.	March 31, 2005
Agreement	The University of Wisconsin-River Falls and Holloway Sportswear, Inc.	May 17, 2005
Licensing Agreement (entitled Terms and Conditions)	Holloway Sportswear, Inc. and Team Rensi (for Marines #25 NASCAR Busch Series car)	October 6, 2005
License Agreement	Major League Baseball Properties, Inc. as agent for Minor League Entities, and Holloway Sportswear, Inc.	
Merchandising License Agreement	Western Professional Hockey League, Inc.	September 22, 2005
JR Motorsports, LLC Term Sheet	Holloway Sportswear, Inc. as Licensee (for US Navy #88 Chevrolet Monte Carlo, JR Motorsports logo)	October 26, 2005
Licensing Agreement	American Hockey League together with its member clubs and Holloway Sportswear, Inc.	March 30, 2004