Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office		
RECORDATION FO	RM COVER SHEET		
TRADEMARKS ONLY 5024 / 4/			
To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.		
Name of conveying party(les):	2. Name and address of receiving party(ies)		
Holloway Acquisition, Inc.	Additional names, addresses, or citizenship attached? 🗓 No		
	Name: Antares Capital Corporation, as Internal agent		
Individual(s) Association	Internal agent Address:		
General Partnership Limited Partnership	Street Address: 500 W. Monroe		
☑ Corporation- State: Delaware	City: Chicago		
Other	State: IL		
Citizenship (see guidelines)	Country: U.S. Zip: 60661		
Additional names of conveying parties attached? Yes No			
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship		
Execution Date(s) May 2, 2006	Limited Partnership Citizenship		
1	X Corporation Citizenship Delaware		
Assignment Merger	OtherCitizenship		
Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No		
Other	(Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and	d identification or description of the Trademark. B. Trademark Registration No.(s)		
A. Trademark Application No.(s)	S. Hademan registration re.(6)		
	Additional sheet(s) attached? Yes No		
C. Identification or Description of Trademark(s) (and Filing	***************************************		
	f		
5. Name & address of party to whom correspondence			
concerning document should be mailed:	6. Total number of applications and registrations involved:		
Name: Laura Konrath	3		
Internal Address: Winston & Strawn LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90		
	Authorized to be charged by credit card		
Street Address: 35 W. Wacker Dr.	Authorized to be charged to deposit account Enclosed		
City: Chicago, IL 60601	8. Payment Information:		
State: <u>IL</u> Zip: <u>60601</u>	a. Credit Card Last 4 Numbers Expiration Date		
Phone Number: (312) 558-6352	b. Deposit Account Number 232428		
Fax Number: (312) 558-5700	Authorized User Name		
Email Address: 1konrath@winston.com	Authorized osel lydine		
9. Signature: James Awar	5/10/06		
Signature	Date		
Name of Person Signing Total number of pages including cover sheet, attachments, and document:			
Name of Person Signing			

5/11/2006 10:06:48 AM

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mali Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation 4
Holloway Acquisition, Inc.

Schedule 1

TRADEMARKS

Holloway Acquisition, Inc.

U.S. Trademark Registration No.

Registration Date

Related Foreign Trademarks

None.

TRADEMARK APPLICATIONS

	U.S. Trademark Application No.	Application Date	Related Foreign Trademarks
(1)	*U.S. Serial No. 78/734,083 H Holloway (and design)	October 16, 2005	None.
0	*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

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

{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 <u>Schedule 1</u> annexed hereto, and is a party to the Trademark licenses listed on <u>Schedule 1</u> 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 "<u>Trademark Collateral</u>"), 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 <u>Schedule 1</u> 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

CHI:1712217.2

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]

-2-

CHI:1712217.2

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

HOLLOWAY ACQUISITION, INC.

y: Jahl J

Title: (hairmon 1 resident

Acknowledged:

ANTARES CAPITAL CORPORATION, as Agent for Lenders

By:____

Title:

Signature Page to Trademark Security Agreement

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

HOLLOWAY ACQUISITION, INC.

By:		
Title:		

Acknowledged:

ANTARES CAPITAL CORPORATION,

as Agent for Lenders

Title: Director

Signature Page to Trademark Security Agreement

ACKNOWLEDGMENT

State of OHIO)	
County of Coyahara)	SS.

On the date first set forth above before me personally appeared hour Helichean who executed the foregoing instrument as the Charamen A land 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}

Notary Public



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

Holloway Acquisition, Inc.

Schedule 1

TRADEMARKS

Holloway Acquisition, Inc.

U.S. Trademark Registration No.

Registration Date

Related Foreign Trademarks

None.

TRADEMARK APPLICATIONS

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

^{*}Pending Trademark Applications submitted October 16, 2005

TRADEMARK LICENSES

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

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

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Name of Agreement	Parties	Date of Agreement
Royalty-Free Trademark Licensing	Western State College of Colorado	May 16, 2003
Agreement	and Holloway Sportswear, Inc.	14,200
Trademark License Agreement (for	Roush Corporation d/b/a Roush	August 8, 2005
#16 NASCAR Nextel Cup National	Racing and Holloway Sportswear,	, , , , , , , , , , , , , , , , , , , ,
car)	Inc.	
Trademark License Agreement	MB2 Motorsports, LLC, Leo	
110000000	Burnett U.S.A., Inc., on behalf of	
	the United States Army and	
	Holloway Sportswear, Inc.	
Trademark License Agreement (for	Roush Corporation d/b/a Roush	June 13, 2005
#21 NASCAR Nextel Cup car)	Racing and Holloway Sportswear,	, tune 13, 2003
#21 NASCINCTIONOL Cup cary	Inc.	
Addendum to Amend The	The Collegiate Licensing	February 3, 2006
Collegiate Licensing Company	Company and Holloway Group,	1 001441 3, 2000
Standard Retail License Agreement	Inc.	
Standard License Agreement	License Resource Group, Inc. and	September 11, 1996
Standard Electise regreement	parties listed on Schedule	beptember 11, 1990
License Agreement to Use Licensed	Strategic Marketing Affiliates, Inc.	April 28, 2004
Indicia of Member Universities	and Holloway Sportswear, Inc.	April 20, 2004
Non-Exclusive Vendor License	US Licensing Company -	February 28, 2005
(#RMN2000123)	Concordia College Corporation	1 cordary 20, 2005
(#101112000123)	and Holloway Sportswear, Inc.	
Non-Exclusive Vendor License	Minnesota State University and	June 14, 2005
(#RMN1000110)	Holloway Sportswear, Inc.	June 14, 2005
Non-Exclusive Vendor License	US Licensing Company - North	February 28, 2005
(#RMN6000051)	Dakota State College of Science	1 Cordary 26, 2003
(#ICVII10000051)	and Holloway Sportswear, Inc.	
License Agreement	Alcorn State University and	May 6, 2003
License Agreement	Holloway Sportswear, Inc.	1viay 0, 2003
Licensing Agreement	Bethune Cookman College and	May 26, 2005
Licensing Agreement	Holloway Sportswear, Inc.	Way 20, 2003
Standard License Agreement	Bowie State University and	December 16, 2004
Standard License Agreement	Holloway Sportswear, Inc.	December 16, 2004
Non-Exclusive License Agreement	State University of New York at	May 5, 2004
Non-Exclusive License Agreement	Buffalo and Holloway Sportswear,	Way 3, 2004
	Inc.	
Standard License agreement		January 1, 2005
Standard License agreement	The Regents of The University of	January 1, 2005
	California through its Berkeley	
	Campus Office of Marketing and	
	Management of Trademarks and	
	Holloway Sportswear, Inc.	

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

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

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

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RECORDED: 05/11/2006