

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Broder Bros., Co.		08/31/2006	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	One Federal Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3067404	DESERT WASH
Registration Number:	2952243	HARVARD SQUARE
Registration Number:	1989637	ALPHA
Registration Number:	2903274	ALPHA
Registration Number:	2002303	ALPHA SHIRT COMPANY
Registration Number:	2903275	ALPHA SHIRT COMPANY
Registration Number:	1978685	AUTHENTIC PIGMENT
Registration Number:	2930590	AUTHENTIC PIGMENT
Registration Number:	2088039	COPA BANANA
Registration Number:	2985778	DEVON & JONES
Registration Number:	1990235	EARTH COLLECTION
Registration Number:	2903276	EARTH COLLECTION
Registration Number:	2099187	LUNA PIER COLLECTION LUNA PIER
Registration Number:	3003365	BRODER

**CH \$590.00 3067404**

Registration Number:	3056846	BRODER
Registration Number:	3009710	CHESTNUT HILL
Registration Number:	3056852	GREAT REPUBLIC
Serial Number:	78876206	AUTHENTIC PIGMENT
Serial Number:	78857783	DEVON & JONES BLUE
Serial Number:	76595929	DILLY DALLY
Serial Number:	76588353	APPLES & ORANGES
Serial Number:	76609577	HARRITON
Serial Number:	78691525	WINTERCEPT

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6090801
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	09/14/2006

**Total Attachments: 7**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 2006, by Broder Bros., Co., a Michigan corporation ("Grantor"), in favor of Bank of America, N.A., in its capacity as Collateral Agent for the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor entered into (i) that certain Credit Agreement (the "Existing Credit Agreement") dated as of September 22, 2003 with, among others, the lenders party thereto, UBS AG Stamford Branch, as administrative agent and The CIT Group/Commercial Services, Inc., as collateral agent, (ii) that certain Security Agreement (the "Existing Security Agreement") dated as of September 22, 2003 with, among others, The CIT Group/Commercial Services, Inc., as collateral agent, and (iii) that certain Trademark Security Agreement (the "Existing Trademark Security Agreement") dated as of September 22, 2003 with, among others, The CIT Group/Commercial Services, Inc., as collateral agent;

WHEREAS, UBS AG Stamford Branch is contemporaneously herewith resigning as administrative agent and The CIT Group/Commercial Services, Inc. is contemporaneously herewith resigning as collateral agent under the Existing Credit Agreement, the Existing Security Agreement and the Existing Trademark Security Agreement, and the Lenders, with the consent of the Lead Borrower, have agreed to appoint Bank of America, N.A., as administrative agent and collateral agent;

WHEREAS, the Grantor has requested that the Lenders amend and restate the Existing Credit Agreement, and the Borrowers, the Lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent for the Lenders, are contemporaneously herewith entering into that certain Amended and Restated Credit Agreement (the "Credit Agreement"); and

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make the Loans and the Issuing Bank has agreed to issue Letters of Credit for the benefit of, among others, the Grantor; and

WHEREAS, the Agents and the Lenders are willing to make the Loans and the Issuing Bank is willing to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has authorized the Collateral Agent to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting

the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Agent, as secured party;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything to the contrary contained in clauses (a) through (d) above, the security interest created by this Agreement shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.


4. AMENDMENT AND RESTATEMENT. This Agreement amends and restates in its entirety (i) that certain Trademark Security Agreement dated as of September 22, 2003 and recorded on September 25, 2003 at the United States Patent and Trademark Office on Reel 2829 and beginning on Frame 0980 by and between the Grantor and The CIT Group/Commercial Services, Inc., as Collateral Agent and (ii) that certain Trademark Security Agreement dated as of September 22, 2003 and recorded on September 25, 2003 at the United States Patent and Trademark Office on Reel 2829 and beginning on Frame 0967 by and between ASHI, Inc., as predecessor in interest to Grantor, and The CIT Group/Commercial Services, Inc., as Collateral Agent.

5. TERMINATION. This Agreement shall terminate and the Trademark Collateral shall be released from the liens and security interest of this Agreement in accordance with the provisions of the Security Agreement, and upon such termination the Collateral Agent shall, upon the request and at the sole cost and expense of the Grantor, assign, transfer and deliver to Grantor, against receipt and without recourse to or warranty by the Collateral Agent except as to the fact that the Collateral Agent has not encumbered the released assets, proper documents and instruments (including terminations or releases) acknowledging the termination hereof or the release of Collateral Agent's liens and security interests hereunder, as the case may be.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

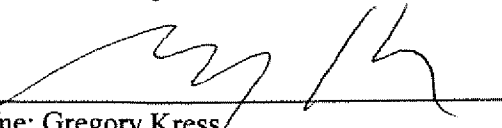
BRODER BROS., CO.

By: 

Name: David Hollister

Title: Chief Financial Officer


ACCEPTED AND ACKNOWLEDGED BY:  
BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Gregory Kress  
Title: Senior Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

ITEM	OWNER	MARK	REG. NUMBER/ APPLICATION NUMBER	SERIAL NUMBER
1.	Broder Bros., Co. (via merger with Alpha Shirt Company)	DESERT WASH & Design  DESERT WASH	3067404 3/14/06	78/328353 11/14/03
2.	Broder Bros., Co. (via merger with Aprons Unlimited)	HARVARD SQUARE	2952243 5/17/05	76/359618 1/16/02
3.	Broder Bros., Co.	ALPHA	1989637 7/30/96	74/628833 2/2/95
4.	Broder Bros., Co.	ALPHA	2903274 11/16/04	78/264148 6/18/03
5.	Broder Bros., Co.	ALPHA SHIRT COMPANY	2002303 9/24/96	74/629750 2/3/95
6.	Broder Bros., Co.	ALPHA SHIRT COMPANY	2903275 11/16/04	78/264157 6/18/03
7.	Broder Bros., Co.	AUTHENTIC PIGMENT	1978685 6/4/96	74/444843 10/7/93
8.	Broder Bros., Co.	AUTHENTIC PIGMENT AND DESIGN		78/876206 5/4/06
9.	Broder Bros., Co.	AUTHENTIC PIGMENT AND DESIGN	2930590 3/8/05	78/264166 6/18/03
10.	Broder Bros., Co.	COPA BANANA	2088039 8/12/97	74/634296 2/14/95
11.	Broder Bros., Co.	DEVON & JONES	2985778 8/16/05	76/446731 9/3/02
12.	Broder Bros., Co.	DEVON & JONES BLUE & Design  DEVON & JONES BLUE		78/857783 4/10/06
13.	Broder Bros., Co.	DILLY DALLY		76/595929 6/4/04
14.	Broder Bros., Co.	EARTH COLLECTION	1990235 7/30/1996	74/457414 11/9/93
15.	Broder Bros., Co.	EARTH	2903276	78/264162



ITEM	OWNER	MARK	REG. NUMBER/ APPLICATION NUMBER	SERIAL NUMBER
		COLLECTION	11/16/04	6/18/03
16.	Broder Bros., Co.	LUNA PIER COLLECTION LUNA PIER Design 	2099187 9/23/1997	75/150755 7/29/96
17.	Broder Bros., Inc.	APPLES & ORANGES & Design  APPLES & ORANGES		76/588353 4/22/04
18.	Broder Bros., Co.	BRODER AND DESIGN	3003365 10/4/05	76/581089 3/12/04
19.	Broder Bros., Co.	BRODER AND DESIGN	3056846 2/7/06	76/581088 3/12/04
20.	Broder Bros., Co.	CHESTNUT HILL	3009710 10/25/05	76/588354 4/22/04
21.	Broder Bros., Co.	GREAT REPUBLIC	3056852 2/7/06	76/588352 4/22/04
22.	Broder Bros., Co.	HARRITON AND DESIGN		76/609577 8/30/04
23.	Broder Bros., Co.	WINTERCEPT		78/691525 8/12/05

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