

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		10/24/2006	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fun-Tees, Inc.		
<b>Street Address:</b>	245 Manor Avenue		
<b>City:</b>	Concord		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28025		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1911515	FUN TEES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-420-5527		
<b>Email:</b>	rbirdwell@phrd.com		
<b>Correspondent Name:</b>	Rhonda J. Birdwell, Paralegal -- PHR&D		
<b>Address Line 1:</b>	285 Peachtree Center Avenue		
<b>Address Line 2:</b>	1500 Marquis Two Tower		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		
<b>ATTORNEY DOCKET NUMBER:</b>	312-171 -- DELTA APPAREL		
<b>NAME OF SUBMITTER:</b>	Douglas A. Nail		
<b>Signature:</b>	/DAN/		
<b>Date:</b>	10/26/2006		

CH \$40.00 1911515

Total Attachments: 3

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**TRADEMARK TRANSFER AND ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned, **BANK OF AMERICA, N.A.**, a national banking association, as successor in interest to Fleet Capital Corporation ("Assignor"), does hereby sell, assign, transfer and convey to **FUN-TEES, INC.**, a North Carolina corporation ("Assignee"), without any representation or warranty by, or recourse to, Assignor, all right, title and interest of Assignor in and to the trademark listed on Schedule A attached hereto, arising under that certain Trademark Security Agreement, dated August 28, 2003, between Assignor and Assignee. recorded on September 5, 2003, on Reel No. 002712, Frame No. 0523, United States Patent and Trademark Office (the "Trademark Security Agreement"), together with (i) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world, and (v) all goodwill of the business symbolized by the trademark.

This Assignment is intended to operate as a release of all liens and security interests conveyed by Assignee to Assignor pursuant to the terms of the Trademark Security Agreement, and to reassign to Assignee all of Assignor's right, title, and interest acquired pursuant to the terms of such Trademark Security Agreement.

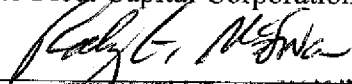
IN WITNESS WHEREOF, Assignor has caused this Agreement to be signed and sealed by its duly authorized officer, on October 24, 2006.

**BANK OF AMERICA, N.A.**, as successor in interest to Fleet Capital Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**RODNEY G. MCSWAIN**

*So Vice President*

ACKNOWLEDGMENT

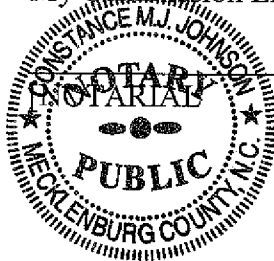
STATE OF North Carolina )  
 ) ss.:  
COUNTY OF Mecklenburg )

Before me, the undersigned Notary Public in and for said County and State, on this 24<sup>th</sup> day of October, 2006, personally appeared before me Patney G. McSwain, known or identified to me to be the Sr. Vice President of Bank of America, N.A. that executed the within and foregoing instrument, and known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she signed, executed, sealed and delivered same individually and on behalf of said corporation, with authority as his/her free and voluntary act and deed for the uses, purposes and considerations therein mentioned and set forth.

Given under my hand and seal of office the day and year last above written.

Constance M. J. Johnson  
NOTARY PUBLIC

My Commission Expires: 3/6/2008



SEAL]

SCHEDULE A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
Fun Tees	U.S.	1911515	August 15, 1995