

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Delta Apparel, Inc. | | 10/02/2006 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Wachovia Bank, National Association | | |
| Street Address: | 171 17th Street NW | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30363 | | |
| Entity Type: | National Banking Association: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1911515 | FUN TEES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)522-8409 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-420-5527 | | |
| Email: | rbirdwell@phrd.com | | |
| Correspondent Name: | Rhonda J. Birdwell -- PHRD | | |
| Address Line 1: | 285 Peachtree Center Avenue | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Atlanta, GEORGIA 30303 | | |
| ATTORNEY DOCKET NUMBER: | 312-DELTA APPAREL | | |
| NAME OF SUBMITTER: | Douglas A. Nail | | |
| Signature: | /dan/ | | |
| Date: | 11/10/2006 | | |

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Total Attachments: 4

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October 2, 2006

Wachovia Bank, National Association, as Agent
171 17th Street NW
Atlanta, Georgia 30363
Attention: Mr. Daniel Denton

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Trademark Security Agreement dated August 22, 2005, as recorded in the United States Patent and Trademark Office ("USPTO") at Reel/Frame number 003152/0123 (the "Trademark Security Agreement"), by and among Delta Apparel, Inc., a Georgia corporation ("Delta"), M.J. Soffe Co., a North Carolina corporation ("Soffe"), Junkfood Clothing Company, a Georgia corporation ("JCC"; Delta, Soffe and JCC collectively referred to herein as "Borrowers" and each individually as a "Borrower"), and Wachovia Bank, National Association, a national banking association, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for various financial institutions ("Lenders") party from time to time to that certain Second Amended and Restated Loan and Security Agreement, dated August 22, 2005 (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), by and among Borrowers, Agent and Lenders.

Delta has obtained rights to the trademark listed on Exhibit A-1 hereto (the "Additional Trademark"). Agent and Borrowers agree that the Trademark Security Agreement is hereby amended to add the Additional Trademark to the list of Trademarks contained on Exhibit A thereto. Agent is hereby authorized to attach to the Trademark Security Agreement a copy of Exhibit A-1 as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at the Borrowers' expense.

Borrowers and Agent further agree that the reference to "Section 3(f)" contained in Section 5(d) of the Trademark Security Agreement shall be deleted and a reference to "Section 3(g)" shall be substituted in lieu thereof.

Each Borrower hereby restates and reaffirms the representations, warranties, covenants and agreements made by such Borrower in the Trademark Security Agreement, including with respect to the Trademark added thereto pursuant to this letter agreement.

This letter agreement shall be effective upon execution by each Borrower and by acceptance by Agent (notice of which acceptance is hereby waived). This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party hereto by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence Agent's acceptance by executing the enclosed copy of this letter.

Very truly yours,

DELTA APPAREL, INC.

By: Deborah H. Merrill
Deborah H. Merrill, Vice President, Chief
Financial Officer and Treasurer

M.J. SOFFE CO.

By: Deborah H. Merrill
Deborah H. Merrill, Assistant Secretary

JUNKFOOD CLOTHING COMPANY

By: Deborah H. Merrill
Deborah H. Merrill, Assistant Secretary

Accepted:

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent**

By: _____
Name: _____
Title: _____

If the terms of this letter agreement are acceptable to Agent, please evidence Agent's acceptance by executing the enclosed copy of this letter.

Very truly yours,

DELTA APPAREL, INC.

By: _____
Deborah H. Merrill, Vice President, Chief
Financial Officer and Treasurer

M.J. SOFFE CO.

By: _____
Deborah H. Merrill, Assistant Secretary

JUNKFOOD CLOTHING COMPANY

By: _____
Deborah H. Merrill, Assistant Secretary

Accepted:

**WACHOVIA BANK, NATIONAL
ASSOCIATION**, as Agent

By: _____
Name: Dan Deaton
Title: Director

Exhibit A-1

ADDITIONAL TRADEMARK

Delta Apparel, Inc.

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------|----------------------------|--------------------------|
| Fun Tees | 1911515 | August 15, 1995 |