

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, is dated as of November 20, 2006, by **101 ACQUISITION, INC.**, a Delaware corporation (the "**Grantor**"), in favor of **SANKATY ADVISORS, LLC**, in its capacity as Collateral Agent for the Purchasers.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among the Grantor, the other persons named therein as Note Parties, Collateral Agent and the persons signatory thereto as Purchasers (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Note Purchase Agreement**"), Purchasers have agreed to purchase Senior Secured Term A Notes due 2011 and Senior Secured Term B Notes due 2011 of the Issuers (the "**Notes**");

WHEREAS, Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that each Note Party shall have executed and delivered to Collateral Agent, for the benefit of Purchasers, that certain 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**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for the benefit of Purchasers, this Trademark Security Agreement;

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, the 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 Note Purchase Agreement or in Annex I thereto and if not defined therein, in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to Collateral Agent, on behalf of Purchasers, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**");

(a) all of its Trademarks now or hereafter recorded in the United States ("**Domestic Trademarks**") and the rights under any written agreement now owned or hereafter acquired by it granting any right to use any Domestic Trademark (the "**Domestic Trademark Licenses**") to which it is a party including those referred to on Exhibit A hereto;

(b) all of its Trademarks now or hereafter recorded in any country, state or jurisdiction other than the United States ("Foreign Trademarks" and collectively with the Domestic Trademarks, the "Trademarks") and the rights under any written agreement now owned or hereafter acquired by it granting any right to use any Foreign Trademark (the "Foreign Trademark Licenses" and, collectively with the Domestic Trademark Licenses, the "Trademark Licenses") to which it is a party including those referred to on Exhibit B hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by the 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.

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 Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interests 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. PERFECTION. The Grantor authorizes the Collateral Agent to record the security interests in any Domestic Trademarks hereunder, as set forth in Exhibit A, with the United States Patent and Trademark Office at the expense of the Grantor. Notwithstanding the foregoing, this Section 4 does not impair the Collateral Agent's ability, pursuant to any Note Document, to perfect any security interest in any Foreign Trademark set forth in Exhibit B with any applicable state or foreign filing office.

5. NOTICE OF ADDITIONAL TRADEMARKS. Within 30 days following the end of each fiscal year of the Grantor, or, upon reasonable request by the Collateral Agent, within 30 days following the end of each fiscal month of the Grantor, the Grantor shall disclose to the Collateral Agent any Trademark known to the Grantor that are not set forth in Exhibit A or Exhibit B as of the date thereof.

6. FUTURE MODIFICATIONS. The Grantor authorizes the Collateral Agent from time to time to modify this Agreement by amending Exhibit A and Exhibit B to include any future trademarks, applications, disclosures and licenses that are or may become Trademarks hereunder and to record such modifications (or notice thereof) in the United States Patent and Trademark Office or with any applicable state or foreign filing office for the filing of UCC financing statements or their equivalent at the expense of the Grantor. The Grantor agrees to


execute any and all instruments (including individual conditional assignments or security agreements) necessary to confirm such amendment or to enable such recording.

7. OBLIGATIONS UNDER INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of that certain Amended and Restated Intercreditor Agreement, dated as of November 20, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the persons named therein as Borrowers, the guarantors party thereto, Wells Fargo Foothill, Inc., as the First Lien Agent, Sankaty Advisors, LLC, as the Second Lien Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

101 ACQUISITION, INC.

By: 
Name: Charles A. Peart
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

SANKATY ADVISORS, LLC,
as Collateral Agent

By: _____
Name:
Title:

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

101 ACQUISITION, INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

SANKATY ADVISORS, LLC,
as Collateral Agent

By: _____
Name: **Jeffrey Hawkins**
Title: **Executive Vice President**

ACKNOWLEDGMENT OF GRANTOR

STATE OF CA)

) ss.

COUNTY OF San Mateo

On this 20 day of Nov, 2006, before me personally appeared Charles A. Frank, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 101 ACQUISITION, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the corporation's Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sharon Pointer
{scal}



EXHIBIT A

DOMESTIC TRADEMARKS

(1) WEATHERKNIT

Owner: 101A Acquisition, Inc.

Application No. 78/1472,268

Registration No. 3,057,336

(2) Two Shark Tooth Design

Owner: 101A Acquisition, Inc.

Application No. 78/344,940

Registration No. application pending

EXHIBIT B
FOREIGN TRADEMARKS

(1) WEATHERKNIT

Owner: 101A Acquisition, Inc.

| Country | Application No. | Registration No. |
|--------------------|-----------------|------------------|
| Australia | 1017544 | 1017544 |
| European Community | 00400 1 03 8 | 00400 1 03 8 |
| Hong Kong | 300277588 | 300277588 |
| India | 1305456 | 1305456 |
| Mexico | 674085 | 853715 |
| Singapore | TO4/141 82G | TO4/141 82G |
| Thailand | 564367 | TM228 196 |

(2) Two Shark Tooth Design

Owner: 101A Acquisition, Inc.

| Country | Application No. | Registration No. |
|----------------------|-------------------|---------------------|
| Australia | 983323 | 983323 |
| Indonesia | D00.2003.35682.36 | IDM000045483 |
| Malaysia | 200311 7541 | application pending |
| New Zealand | 706368 | application pending |
| Saudi Arabia | 86829 | 737/12 |
| South Ahca | 2003122641 | application pending |
| United Arab Emirates | 58089 | 47821 |