

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCI Direct, Inc.	FORMERLY Hosiery Corporation of America, Inc.	03/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1406850	ALWAYS THERE
Registration Number:	1471167	LAVCO
Registration Number:	0248742	ENCHANTRESS
Serial Number:	78948087	FASTASLEEP
Serial Number:	78825369	SILKIES SPIRIT
Serial Number:	77040683	SPRAYWELL
Serial Number:	77040675	DIETCHARGE
Serial Number:	76652633	PAIN VANISH
Serial Number:	76637711	SILKIES

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8008339848

CH \$240.00 1406850

Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	CSC # 823577
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/04/2007

Total Attachments: 6

source=HCI_PNC_TM9#page2.tif
source=HCI_PNC_TM9#page3.tif
source=HCI_PNC_TM9#page4.tif
source=HCI_PNC_TM9#page5.tif
source=HCI_PNC_TM9#page6.tif
source=HCI_PNC_TM9#page7.tif

Supplement to Trademark Security Agreement

This Supplement to Trademark Security Agreement ("Supplement"), dated as of March 26, 2007, is entered into by HCI DIRECT, INC. (f/k/a Hosiery Corporation of America, Inc.), a Delaware corporation, with a mailing address of 3050 Tillman Drive, Bensalem, Pennsylvania 19020 ("HCI"), the "Grantor" and delivered to PNC Bank, National Association ("Agent"), with a mailing address of 1600 Market Street, Philadelphia, Pennsylvania 19103, Attention: Jacqueline MacKenzie.

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Revolving Credit, Term Loan and Security Agreement, dated October 28, 2003 by and among Grantor, the other Borrowers named as a Borrower therein, Agent, and certain financial institutions which are now or which hereafter become a party thereto as Lenders (as amended, supplemented, restated, replaced, or otherwise modified from time to time, most recently by that certain Fourth Amendment and Joinder to Revolving Credit, Term Loan and Security Agreement of even date herewith, the "Credit Agreement") and (ii) that certain Trademark Security Agreement, dated October 28, 2003, by and among HCI and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, most recently by that certain Supplement to Trademark Security Agreement between HCI and Agent dated as of March 16, 2005, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Credit Agreement and the Trademark Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor's Trademarks (as defined therein).

C. Grantor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-2 attached hereto and made part hereof (collectively, "Additional Trademarks").

D. Grantor and Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Agent's lien on and security interest in the Additional Trademarks, as set forth more fully in the Trademark Security Agreement and for recording in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the Trademark Security Agreement and the Other Documents (as defined in the Credit Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Agent for the ratable benefit of Lenders, in all of their present and future right, title and interest in and

to the Additional Trademarks, together with all the goodwill of Grantor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Collateral Agent and Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Credit Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Trademark Agreement is hereby supplemented by the information contained on Schedule A-2. All references to Schedule A contained in the Credit Agreement, Trademark Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule A-2.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

HCI DIRECT, INC.

By: *Deirdre J. Mistr*
Name: DEIRDRE J MISTR
Title: CEO/VP

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
As Agent under the Credit Agreement

By: _____
Name: _____
Title: _____

**[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY
AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

HCI DIRECT, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
As Agent under the Credit Agreement

By: *Jacqueline Mackenzie*
Name: *Jacqueline Mackenzie*
Title: *VP*

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

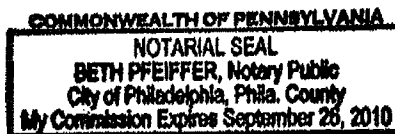
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 23 day of March, 2007, before me personally appeared Deirdre J. Mistr, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **HCI DIRECT, INC.**; that s/he signed the Supplement attached hereto pursuant to the authority vested in him by law; that the within Supplement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Beth Pfeiffer
Notary Public

My Commission Expires:



SCHEDULE A-2
Trademarks

TRADEMARK APPLICATIONS			
Name and Title	Country	Registration Number (Application No.)	Date of Registration (Date of Application)
FastAsleep	US	(78/948087)	(8/09/06)
Silkes Spirit	US	(78/825369)	(2/28/06)
Spraywell	US	(77/040683)	(11/09/06)
DietCharge	US	(77/040675)	(11/09/06)
PainVanish	US	(76/652633)	(12/28/05)
Silkies	US	(76/637711)	(5/03/05)
Always There	US	1406850	08/26/86
LAVCO	US	1471167	5/19/87
Enchantress	US	0248742	10/30/28

074658.01179/21571313v.1