

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Willow Creek Apparel, Inc.		08/16/2007	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Financial Institution:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2095398	WILLOW WEAR BY WILLOW CREEK
Registration Number:	3149140	WILLOW WEAR FLIP.IT
Registration Number:	1349640	WILLOW CREEK
Serial Number:	76374767	SNOOZIN'
Serial Number:	76556725	FAMILIES THAT CARE GUIDING GOOD CHOICES
Registration Number:	2224526	WILLOW WEAR BY WILLOW CREEK
Serial Number:	76556826	A.M.P.M.

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle

OP \$190.00 2095398

Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31990
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/12/2007

Total Attachments: 5
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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Willow Creek Apparel, Inc., a corporation formed under the laws of South Carolina located at 600 North Loop 288, Denton, Texas 76209 ("Assignor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Assignor is obligated to The CIT Group/Commercial Services, Inc. ("Agent") and various other financial institutions (collectively, "Lenders") pursuant to (i) a certain Guarantee and Collateral Agreement, dated August 16, 2007, made by Assignor and the other parties thereto in favor of Agent (as amended, modified, restated or supplemented from time to time, the "Agreement"); and

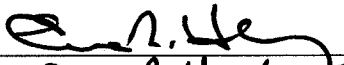
WHEREAS, pursuant to the Agreement, Assignor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Assignor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated:
August 16, 2007

Witness: WILLOW CREEK APPAREL, INC.

By: 
Name: Eric N. Hamburg
Its: VO

Witness: THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

By: 
Name: _____
Its: _____

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Willow Creek Apparel, Inc., a corporation formed under the laws of South Carolina located at 600 North Loop 288, Denton, Texas 76209 ("Assignor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Assignor is obligated to The CIT Group/Commercial Services, Inc. ("Agent") and various other financial institutions (collectively, "Lenders") pursuant to (i) a certain Guarantee and Collateral Agreement, dated August 16 2007, made by Assignor and the other parties thereto in favor of Agent (as amended, modified, restated or supplemented from time to time, the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Assignor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated:
August 16, 2007

Witness: WILLOW CREEK APPAREL, INC.

By: _____
Name:
Its:

Witness: THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

Juli Ann Bayona

By: *Richard Lyons*
Name: RICHARD LYONS
Its: V.P.

STATE OF New York)

: ss.:

COUNTY OF New York)

On this 16 day of August, 2007, before me personally came Eric Hamblang, to me known, who, being by me duly sworn, did depose and say that s/he is the VP of Willow Creek Apparel, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



Joselyn Fine
Notary Public, State of New York
No. 01F16139884
Qualified in New York County
Commission Expires 1/17/2010

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 16, 2007, by and between Willow Creek Apparel, Inc. and The CIT Group/Commercial Services, Inc., as Agent.

Intellectual Property	Registered Owner	Type	Registration No.	Required Filings (next 12 months)	Filing Fees	Renewal Date
WILLOW WEAR BY WILLOW CREEK	Willow Creek Apparel, Inc.	Trademark (registered)	2095398 (Serial No. 75976013)	Combined Section 8 and 9 Declaration/ Application (Renewal Application)		09/09/2007
WILLOW WEAR FLIP.IT & Design	Willow Creek Apparel, Inc.	Trademark (registered)	3149140 (Serial No. 76556827)	None	0.00	09/26/2011
WILLOW CREEK	Willow Creek Apparel, Inc.	Trademark (registered)	1349640 (Serial No. 73515806)	None	0.00	07/16/2015
SNOOZING	Willow Creek Apparel, Inc.	Trademark	Serial No. 76374767	None	0.00	N/A ²
1 WAY PJ	Willow Creek Apparel, Inc.	Trademark	Serial No. 76556725	None	0.00	N/A ²
WILLOW WEAR BY WILLOW CREEK	Willow Creek Apparel, Inc.	Trademark	2224526 (Serial No. 75034498)	None	0.00	N/A ²
A.M.P.M. & Design	Willow Creek Apparel, Inc.	Trademark	Serial No. 76556826	None	0.00	N/A ²