

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titan Apparel, Inc.		12/14/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Greystone Business Credit II, L.L.C.
Street Address:	152 West 57th Street
Internal Address:	60th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2989422	FUNFLOPPS
Registration Number:	2385574	SLIPIT
Registration Number:	2232277	DRY-SHOD
Registration Number:	2464070	DATT USA
Registration Number:	2243195	GBMI
Registration Number:	2279692	GBMI GLOBAL BRAND MARKETING INC.
Serial Number:	78928348	NOMASS BY DRY-SHOD
Serial Number:	78923019	NOMASS
Serial Number:	78870457	MEHANDI
Serial Number:	78870380	
Serial Number:	78836695	MEHANDI
Serial Number:	78742971	DRY-SHOD VERDE
Serial Number:	78663644	

OP \$515.00 2989422

Serial Number:	78663586	DRY-SHOD VERDE
Serial Number:	78585285	FF FUNFLOPPS OF SANTA BARBARA
Serial Number:	78551964	FUNFLOPPS
Serial Number:	78346265	GLOBAL FEET KIDS
Serial Number:	78324620	DRY-SHOD
Serial Number:	78189259	GLOBAL FEET
Serial Number:	78188774	GLOBAL FEET

CORRESPONDENCE DATA

Fax Number: (312)863-7807
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637233
Email: rena.kollias@goldbergkohn.com
Correspondent Name: rena kollias
Address Line 1: 55 East Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5734.012
NAME OF SUBMITTER:	Rena Kollias
Signature:	/renakollias/
Date:	12/17/2007

Total Attachments: 4
source=Document#page1.tif
source=Document#page2.tif
source=Document#page3.tif
source=Document#page4.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**") is made this 14 day of December, 2007, between TITAN APPAREL, INC., a Delaware corporation (the "**Borrower**"), in favor of GREYSTONE BUSINESS CREDIT II, L.L.C., a Delaware limited liability company (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan and Security Agreement**") between Borrower and Lender, Lender is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to Section 3.3 of Loan and Security Agreement, Borrower is required to execute and deliver to Lender 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, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the full payment and performance of all of the Obligations, Borrower hereby grants to Lender a continuing first priority security interest in all of such Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) (i) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, throughout the world and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (E) all of Borrower's rights corresponding thereto (the "**Trademarks**"), including, without limitation, those Trademarks filed with the United States Patent and Trademark Office, as set forth on Schedule A hereto, and (ii) any rights under or interest in any Trademark, and the right to use the foregoing in connection with the enforcement of Lender's rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Borrower and now or hereafter covered

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

TITAN APPAREL, INC.,
as Borrower

By: 
Name: S. DATTA
Title: CEO and President

ACCEPTED AND ACKNOWLEDGED BY:

GREYSTONE BUSINESS CREDIT II, L.L.C.,
as Lender

By: _____
Name: _____
Title: _____

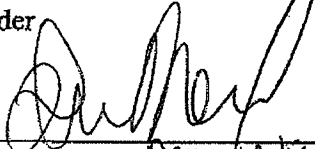
IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TITAN APPAREL, INC.,
as Borrower

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GREYSTONE BUSINESS CREDIT II, L.L.C.,
as Lender

By:  _____
Name: Drew N. [unclear]
Title: [unclear]

SCHEDULE A

TRADEMARKS

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
FUNFLOPPS	2989422	08/30/05
SLIPIT	2385574	09/02/00
DRY-SHOD	2232277	03/16/99
DATT USA	2464070	06/26/01
GBMI	2243195	05/04/99
GBMI GLOBAL BRAND MARKETING INC.	2279692	9/21/99

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Application Date</u>
NOMASS BY DRY-SHOD	78-928348	07/12/06
NOMASS	78-923019	07/05/06
MEHANDI	78-870457	04/26/06
NONE (DESIGN ONLY)	78-870380	04/26/06
MEHANDI	78-836695	03/14/06
DRY-SHOD VERDE	78-742971	10/28/05
NONE (DESIGN ONLY)	78-663644	07/05/05
DRY-SHOD VERDE	78-663586	07/05/05
FF FUNFLOPPS OF SANTA BARBARA	78-585285	03/11/05
FUNFLOPPS	78-551964	01/21/05
GLOBAL FEET KIDS	78-346265	12/29/03
DRY-SHOD	78-324620	11/07/03
GLOBAL FEET	78-189259	11/26/02
GLOBAL FEET	78-188774	11/25/02