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
Jones & Mitchell Sportswear, Inc.		01/15/2008	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2106279	JONES & MITCHELL

CORRESPONDENCE DATA

Fax Number: (312)577-4565

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-284
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	01/15/2008

TRADEMARK REEL: 003697 FRAME: 0025

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 15, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 15, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender) and L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

- NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:
- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
 - (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;

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- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each 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.

Very truly yours,

JONES & MITCHELL SPORTSWEAR, INC., a Kansas corporation, as Grantor

By: Name: W. Pat Harris

Title: Secretary

ACCEPTED AND AGREED as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

By:	
Name:	
Title:	

IN WITNESS WHEREOF, each 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.

Very truly yours,

JONES & MITCHELL SPORTSWEAR, INC., a Kansas corporation, as Grantor

ranous corporation, as cranter

ACCEPTED AND AGREED as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

By: _ Name: _

Title: Duly Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Registration #	Registration Date	Serial #	Filing Date
Jones & Mitchell	2,106,279	October 21,	75/024,244	November 24,
		1997		1995

TRADEMARK APPLICATIONS

None.

IP LICENSES

See Below.

List of Licenses	_			
A STATE OF THE PARTY OF THE PAR				
Act as adents for universities:				
LRG = Licensing Resource Group				
ICE - The Collegiate Licensing Company				
SMA = Strategic Marketing Affiliates, Inc.				
IND = Independent school license	O VO COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPA			
IMS= Indianapolis Motor Speedway				
ISC = International Motor Speedway USL = U.S. Licensing Company				
◆Cells with CONTRACT IN PROCESS indicate that we had a prior contract that had expired as of 12/31/07 and are working on obtaining the renewal contract.	we had a prior contract th	at had expired as of	f 12/31/07 and are worl	king on obtaining th
		Code:	Expiration	Initial
School/Institution	CONTRACT	(See Legend)	Date	Contract Date
ARIZONA - THE UNIVERSITY OF	YES	빌	12/31/2008	May 2004
CITADEL	YES	빌	12/31/2008	June 2002
MONTANA WESTERN-UNIV OF	YES	2 2	12/31/2008	March 2004
MONITARY STATE-BILLINGS	VEG	2 2	12/31/2008	004 2004
MONTANA STATE-NORTHERN/HARVE	VES	<u> </u>	12/31/2008	Oct 2001
MORGAN STATE	YES	13	12/31/2008	Aug 2003
NORTHWESTERN STATE UNIVERSITY (LA)	YES	핑	12/31/2008	June 2002
SAM HOUSTON STATE UNIVERSITY	YES	핑	12/31/2008	March 2003
CALIF UNIV-LA	Contract In Process	2	12/31/2008	1/1/2008
SOUTHERN MISSISSIPPI	Contract In Process	<u>N</u>	12/31/2008	2/15/99
MIT ATHLETICS BEAVER/MARKS	YES	2	4/18/2009	5/3/2007
RADFORD UNIVERSITY	YES	2	Not available	Not available
CALIFORNIA SPEEDWAY	Contract in Process	200	11/30/2009	12/1/2007
DAKLINGTON INTERNATIONAL RACEWAY	Contract In Process	2 6	11/30/2009	12/1/2007
DAYTONA 500	Contract In Process	SC	11/30/2009	12/1/2007
HOMESTEAD-MIAMI SPEEDWAY	Contract In Process	SC	11/30/2009	12/1/2007
INTERNATIONAL SPEEDWAY CORP	Contract In Process	ISC	11/30/2009	12/1/2007
KANSAS SPEEDWAY	Contract In Process	SC	11/30/2009	12/1/2007
MARTINSVILLE SPEEDWAY	Contract In Process	ည္သ	11/30/2009	12/1/2007
MICHIGAN INTERNATIONAL SPEEDWAY	Contract In Process	2 2	11/30/2009	7002/1/21
NAZARE I H SPEEDWAY	Contract In Process	3 6	11/30/2009	12/1/2007
NOR IN CAROLINA SPEEDWAT	Contract in Process	3 6	11/30/2009	12/1/2007
RICHMOND INTERNATIONAL RACEWAY	Contract in Process	328	11/30/2009	12/1/2007
TALLADEGA SUPERSPEEDWAY	Contract In Process	<u>8</u>	11/30/2009	12/1/2007
WATKINS GLEM INTERNATIONAL	Contract In Process	281	11/30/2009	12/1/2007
WICHITA STATE UNIV	YES	LRG	6/30/2008	10/1/1989
BINGHAMTON UNIVERSITY	YES	SMA	3/31/2008	4/1/2007
FAIRMONT STATE UNIVERSITY	YES	SMA	3/31/2008	4/1/2007
INDIANAPOLIS -UNIVERSITY OF	YES	SMA	3/31/2008	4/1/2007
LOUISIANA STATE U - ALEXANDRIA	YES	SMA	3/31/2008	4/1/2007
MONTEVALLO-UNIVERSITY OF	YES	SMA	3/31/2008	4/1/2007
NEBRASKA-KEARNEY	YES	SMA	3/31/2008	4/1/2007
PLYMOUTH STATE UNIVERSITY	YES	SMA	3/31/2008	7000/1/4
RAMAPO COLLEGE OF NEW SERVEY	750	OMA	3/31/2008	4/1/2007
SAINT MARY'S COLLEGE OF CALIFORNIA	VES.	SMA	3/31/2008	4/1/2007
SIENA COLLEGE	YES	SMA	3/31/2008	4/1/2007
TROY UNIVERSITY	YES	SMA	3/31/2008	4/1/2007
WESLEYAN UNIVERSITY(CT)	YES	SMA	3/31/2008	4/1/2007
SOUTH CAROLINA STATE UNIVERSITY	Contract In Process	LRG	6/30/2008	1/2/2008
MOLINIT VERNON NA ZARENE LINIVERSITY	YES	2	Non Expiring	Aldelieve told

ISC = International Motor Speedway USL = U.S. Licensing Company			er feren er	
			10170101	- 1
Teals with CONTRACT IN PROCESS indicate that we had a prior contract that had expired as of 12/3/10/1 and are working on obtaining the renewal contract.	re nad a prior contract tn	at nad expired as or	12/31/0/ and are wor	King on obtaining the
		Code:	Expiration	Initial
School/Institution	CONTRACT*	(See Legend)	Date	Contract Date
ARMY LOGO	Contract In Process	2	1/1/2008	6/30/2010
LOYOLA UNIVERSITY NEW ORLEANS	YES	<u>N</u>	10/1/2008	9/3/99
LOYOLA COLLEGE IN MARYLAND	Contract In Process	QN.	12/31/2008	9/1/6
CHICAGOLAND SPEEDWAY	Contract In Process	2	11/30/2009	12/1/2007
CHICAGO - THE UNIVERSITY OF	YES	2	12/21/2008	12/7/94
NORTHWEST MISSOURI STATE UNIVERSITY	YES	2	12/31/2008	2/5/06
US TENNIS ASSOCIATION	Contract In Process	2 2	12/31/2008	6/1/2007
GRAMBLING STATE UNIVERSITY	VES	22	11/16/2008	2/6/91
CAL STATE-CHICO	YES	2	3/14/2008	7/20/94
CLARK ATLANTA UNIV	YES	2	3/29/2008	8/29/95
CALIF UNIV-MERCED	YES	QN	3/31/2008	4/1/06
ALCORN STATE UNIV	YES	<u>N</u>	6/30/2008	12/6/94
CLEVELAND STATE UNIVERSITY	YES	<u>N</u>	6/30/2008	6/21/94
OREGON - UNIVERSITY OF	YES	2	6/30/2008	7/6/95
USA HOCKEY	YES	2	8/31/2008	7/1/03
WISCONSIN-RIVER FALLS	YES	2	8/31/2008	9/26/96
GEORGIA SOUTHERN UNIVERSITY	YES	2	9/14/2008	8/19/96
TOBONITO LIMINGERSITY OF	YES	22	9/2//2008	1/1/03
COCA-COLA BETAIL	VEC	2 2	12/31/2008	9/27/00
COXF PROMOTIONS	2 ×	2 2	12/31/2008	7/1/2007
MOREHOUSE COLLEGE	YES	2	12/31/2008	3/19/93
WEST FLORIDA - UNIV OF	YES	2	5/12/2009	5/12/94
SOUTHERN INDIANA - UNIV OF	YES	<u>N</u>	6/30/2009	7/1/98
ADELPHI UNIVERSITY	YES	ONI	10/31/2009	10/15/97
CALIF UNIV OF PENNSYLVANIA	YES	2	12/31/2009	5/1/96
JOHNS HOPKINS UNIVERSITY	YES	2	9/4/2011	6/17/93
IVY TECH STATE COLLEGES	YES	2	Auto	7/8/97
PRAIRIE VIEW A&M UNIVERSITY	YES	2	Auto	6/26/00
WESTERN STATE COLLEGE OF COLORADO	YES	2	Auto	8/17/99
ALASKA-FAIRBANKS	YES	2	Auto Renew	3/7/00
HOLY CROSS - COLLEGE OF THE	YES	2	Auto Renew	7/22/03
PRESBYTERIAN COLLEGE (SC)	YES	2	Auto Renew	4/9/03
SAN FRANCISCO - UNIV OF	YES	2	Auto Kenew	3/10/99
ARKANSAS TECH UNIVERSITY	YES	2	Non Expiring	6/7/01
CALIF UNIV-SANTA CRUZ	YES	2	Non Expiring	4/22/94
COASTAL CAROLINA UNIVERSITY	YES	2	Non Expiring	9/6/94
NORTHERN MICHIGAN UNIV	YES	2	Non Expiring	9/23/99
SAGINAW VALLEY STATE UNIV	YES	2	Non Expiring	6/13/94
SOUTH DAKOTA STATE UNIV	YES	S	Non Expiring	6/12/96
TARLETON STATE	YES	QNI	Non Expiring	4/5/93

TRADEMARK
RECORDED: 01/15/2008 REEL: 003697 FRAME: 0033