

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
Holloway Sportswear, Inc.		01/15/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLIED CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	1919 PENNSYLVANIA AVENUE, N.W.		
Internal Address:	3RD FLOOR		
City:	WASHINGTON		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3217235	H HOLLOWAY	
Registration Number:	3217236	H HOLLOWAY	
Registration Number:	3217237	H	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170/00284		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$90.00 3217235

Signature:	/Carole Dobbins/
Date:	01/17/2008
Total Attachments: 14 source=Holloway TSA 2nd lien#page1.tif source=Holloway TSA 2nd lien#page2.tif source=Holloway TSA 2nd lien#page3.tif source=Holloway TSA 2nd lien#page4.tif source=Holloway TSA 2nd lien#page5.tif source=Holloway TSA 2nd lien#page6.tif source=Holloway TSA 2nd lien#page7.tif source=Holloway TSA 2nd lien#page8.tif source=Holloway TSA 2nd lien#page9.tif source=Holloway TSA 2nd lien#page10.tif source=Holloway TSA 2nd lien#page11.tif source=Holloway TSA 2nd lien#page12.tif source=Holloway TSA 2nd lien#page13.tif source=Holloway TSA 2nd lien#page14.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN 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 Allied Capital Corporation, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties (each as defined in the Second Lien Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien 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 from time to time party thereto, General Electric Capital Corporation, as Agent for the Lenders, and Allied Capital Corporation, as Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement (Second Lien) of even date herewith in favor of the Collateral 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 Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. 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 Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 Schedule 1 hereto;

- (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 Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 Second Lien 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.

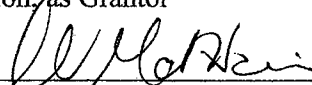
Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

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

Very truly yours,

HOLLOWAY SPORTSWEAR, INC., a Delaware corporation, as Grantor

By: 
Name: W. Pat Harris
Title: Secretary

ACCEPTED AND AGREED
as of the date first written above:

ALLIED CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

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

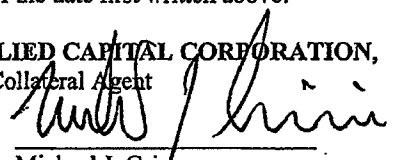
Very truly yours,

HOLLOWAY SPORTSWEAR, INC., a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first written above:

ALLIED CAPITAL CORPORATION,
as Collateral Agent




By: 

Michael J. Grissus
Managing Director

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Registration #	Registration Date	Serial #	Filing Date
 HOLLOWAY	3,217,235	March 13, 2007	78/734,083	October 16, 2005
 HOLLOWAY	3,217,236	March 13, 2007	78/734,093	October 16, 2005
	3,217,237	March 13, 2007	78/734,096	October 16, 2005

TRADEMARK APPLICATIONS

Trademark	Registration #	Registration Date	Serial #	Filing Date
Dry-xcel	N/A	N/A	*	*

IP LICENSES

See below.

Holloway Sportswear, Inc.
List of Licenses

Licensors	Effective Date	Expiration Date
The Collegiate Licensing Company* (CLC)		2/2008
<i>*Reference contract for institutions covered.</i>		
ALCORN STATE	7/1/2007	6/30/2008
AMERICAN UNIVERSITY	Renewal pending	
ASHLAND	7/25/2003	On going
BOWIE STATE	Renewal pending	
CALIFORNIA - IRVINE	Renewal pending	
CALIFORNIA - MERCED	6/8/2007	6/8/2008
CALIFORNIA UNIV OF PA	1/1/2007	1/1/2010
CARNEGIE MELLON	7/1/2007	6/30/2008
CENTRAL STATE	9/30/2005	9/2007
CLARK ATLANTA	6/15/2007	6/15/2008
CLEVELAND STATE	10/12/2006	6/30/2008
COASTAL CAROLINA	5/2/2005	On going
COLLEGE OF WILLIAM & MARY	7/12/2006	7/2008
FORDHAM	9/28/2006	7/31/2009
GEORGIA SOUTHERN	4/15/2007	4/15/2008
GRAMBLING STATE	4/23/2007	4/2008
HARVARD	Renewal pending	
HOLY CROSS	8/2002	On going
HOWARD	4/1/2005	12/31/2009
INDIANA	8/1/1997	8/1/2008
INDIANA UNIV OF PA	7/1/2007	7/1/2008
IOWA	2/3/1989	On going
IVY TECH STATE	7/11/2005	On going
JOHN CARROLL	10/21/2005	10/21/2007
JOHNS HOPKINS	3/20/2006	2/2011
LAMAR UNIVERSITY	8/7/2007	8/2008
LOYOLA COLLEGE of MARYLAND	Renewal pending	
MASSACHUSETTS- Boston, Dartmouth, Lowell, Worcester	Renewal pending	
MICHIGAN STATE	5/1/2006	12/31/2008
MICHIGAN TECH	12/7/2006	12/31/2008
MINNESOTA - DULUTH	6/19/2002	On going
MISSISSIPPI VALLEY STATE	Renewal pending	
MISSOURI STATE	9/19/2005	On going
MOREHOUSE COLLEGE	3/29/2007	3/29/2008
NEBRASKA- OMAHA	7/1/2007	6/30/2008
NORTHERN MICHIGAN	5/8/2002	On going
NORTHWEST MISSOURI STATE	6/7/2006	5/2008
OHIO STATE	7/1/2007	6/30/2008
PENNSYLVANIA	7/1/2007	6/30/008
PITTSBURGH STATE (KS)	8/26/2002	1/2008
PRAIRIE VIEW A&M	Renewal pending	
PRINCETON	1/1/2007	1/2009
RUTGERS	5/9/2007	6/2008
San Francisco	4/2000	On going

SAVANNAH STATE	9/28/2007	9/2008
SOUTH DAKOTA STATE	5/26/2000	On going
SOUTHERN CALIFORNIA	Renewal pending	
SOUTHERN INDIANA	11/27/2006	6/30/2008
SOUTHERN MISSISSIPPI	Renews every Jan.	
TARLETON STATE	5/6/2002	On going
TEXAS SOUTHERN	9/13/2004	7/2008
UCLA	7/1/2007	6/30/2008
VALDOSTA STATE	12/5/2006	1/2008
VIRGINIA MILITARY INSTITUTE	4/25/2000	On going
WAYNE STATE COLLEGE	5/31/2006	On going
WEST FLORIDA	6/7/2005	6/2008
WEST VIRGINIA	5/21/2007	6/30/2008
WESTERN STATE COLLEGE OF COLORADO	5/16/2003	On going
WISCONSIN-RIVER FALLS	5/9/2007	5/9/2008
Licensing Resource Group* (LRG) <i>*Reference contract for institutions covered.</i>	9/11/1996	6/30/2008
Strategic Marketing Affiliates* (SMA) <i>*Reference contract for institutions covered.</i>	6/12/2007	6/30/2008
US Licensing Company* <i>*Reference contract for institutions covered.</i>	See enclosed	See enclosed

Other Licenses

AAFES	2/15/2007	2/15/2008
MINOR LEAGUE BASEBALL	12/31/2007	12/31/2008

ALABAMA - BIRMINGHAM	CLC
ALABAMA - TUSCALOOSA	CLC
ALASKA - ANCHORAGE	CLC
ARKANSAS - FAYETTEVILLE	CLC
ARKANSAS STATE	CLC
AUBURN	CLC
BAYLOR	CLC
BOISE STATE	CLC
BOSTON UNIVERSITY	CLC
CALIFORNIA - BERKELEY	CLC
CALIFORNIA STATE - NORTHRIDGE	CLC
CALIFORNIA STATE - SACRAMENTO	CLC
CENTRAL WASHINGTON UNIVERSITY	CLC
CINCINNATI (10%)	CLC
CITADEL, THE	CLC
CLEMSON	CLC
COLGATE	CLC
COLORADO	CLC
COLORADO at COLORADO SPRINGS	CLC
COLORADO STATE	CLC
COLORADO STATE - PUEBLO	CLC
CONNECTICUT	CLC
CORNELL	CLC
DELAWARE	CLC
FIESTA BOWL	CLC
DUKE	CLC
EAST CAROLINA	CLC
EASTERN MICHIGAN	CLC
FLORIDA	CLC
FLORIDA STATE	CLC
GEORGE WASHINGTON UNIVERSITY	CLC
GEORGETOWN UNIVERSITY	CLC
GEORGIA	CLC
GEORGIA STATE UNIVERSITY	CLC
GEORGIA TECH	CLC
GONZAGA UNIVERSITY	CLC
HOUSTON	CLC
IDAHO	CLC
IDAHO STATE UNIVERSITY	CLC
ILLINOIS	CLC
JAMES MADISON UNIVERSITY	CLC
KANSAS	CLC
KANSAS STATE (10%)	CLC
KENTUCKY	CLC
LOUISIANA at LAFAYETTE	CLC
LOUISIANA STATE: L.S.U.	CLC
LOUISIANA TECH UNIVERSITY	CLC
LOUISVILLE	CLC
MARSHALL	CLC
MASSACHUSETTS - AMHERST	CLC
MCNEESE STATE	CLC

MEMPHIS	CLC
MIAMI (FLORIDA)	CLC
MICHIGAN	CLC
MINNESOTA	CLC
MINNESOTA - CROOKSTON	CLC
MISSISSIPPI (OLE MISS)	CLC
MISSOURI	CLC
MONTANA	CLC
MONTANA STATE - BILLINGS	CLC
MONTANA STATE - BOZEMAN	CLC
MONTANA STATE - NORTHERN	CLC
MORGAN STATE UNIVERSITY	CLC
NEBRASKA	CLC
NEW HAMPSHIRE	CLC
NEW MEXICO	CLC
NEW MEXICO STATE	CLC
NEW YORK U.	CLC
NORTH CAROLINA	CLC
NORTH CAROLINA - CHARLOTTE	CLC
NORTH CAROLINA A & T STATE	CLC
NORTH CAROLINA CENTRAL	CLC
NORTH TEXAS	CLC
NORTHERN ARIZONA	CLC
NORTHERN COLORADO	CLC
NORTHWESTERN	CLC
NORTHWESTERN STATE	CLC
NOTRE DAME	CLC
OKLAHOMA	CLC
OKLAHOMA STATE	CLC
OREGON STATE	CLC
PENN STATE	CLC
PITTSBURGH	CLC
PORTLAND STATE	CLC
PURDUE	CLC
SAINT JOSEPH'S UNIVERSITY	CLC
SAM HOUSTON STATE	CLC
SOUTH CAROLINA	CLC
SOUTHERN ILLINOIS	CLC
SOUTHERN UNIVERSITY	CLC
SOUTHERN UTAH	CLC
SPELMAN COLLEGE	CLC
ST. BONAVENTURE	CLC
ST. CLOUD STATE UNIVERSITY	CLC
STANFORD UNIVERSITY	CLC
STEPHEN F. AUSTIN STATE	CLC
SYRACUSE	CLC
TENNESSEE - CHATTANOOGA	CLC
TENNESSEE - KNOXVILLE	CLC
TENNESSEE - MARTIN	CLC
TEXAS - EL PASO	CLC
TEXAS TECH	CLC

TULSA (UNIV OF)	CLC
TUSKEGEE UNIVERISTY	CLC
U.S. AIR FORCE ACADEMY	CLC
U.S. MILITARY ACADEMY	CLC
UTAH STATE	CLC
VANDERBILT	CLC
VIRGINIA	CLC
VIRGINIA COMMONWEALTH	CLC
WASHINGTON	CLC
WASHINGTON STATE	CLC
WAYNE STATE UNIVERSITY	CLC
WEBER STATE	CLC
WESTERN KENTUCKY	CLC
WESTERN WASHINGTON	CLC
WISCONSIN - MADISON	CLC
WYOMING	CLC
XAVIER UNIVERSITY	CLC

AKRON	LRG
AKRON - FEAR THE ROO	LRG
ALABAMA - HUNTSVILLE	LRG
APPALACHIAN STATE	LRG
ARIZONA STATE	LRG
AUSTIN PEAY STATE UNIVERSITY	LRG
BALL STATE UNIVERSITY	LRG
BOWLING GREEN (OHIO)	LRG
BRADLEY	LRG
BROWN UNIVERSITY	LRG
BUCKNELL UNIVERSITY	LRG
BUFFALO	LRG
BUTLER	LRG
CALIFORNIA - DAVIS	LRG
CALIFORNIA - FULLERTON	LRG
CALIFORNIA - SANTA BARBARA	LRG
CALIFORNIA STATE - LONG BEACH	LRG
CAMPBELL UNIVERSITY	LRG
CANISIUS	LRG
CENTRAL ARKANSAS	LRG
CENTRAL MICHIGAN	LRG
CREIGHTON	LRG
DAYTON	LRG
DELAWARE STATE	LRG
DENISON	LRG
DePAUL	LRG
DETROIT - MERCY	LRG
EAST TENNESSEE STATE	LRG
EASTERN KENTUCKY	LRG
EASTERN WASHINGTON	LRG
EMORY UNIVERSITY	LRG
EMPORIA STATE UNIVERSITY	LRG
EVANSVILLE	LRG
FAIRLEIGH DICKINSON UNIVERSITY	LRG
FERRIS STATE	LRG
FLORIDA GULF COAST UNIVERSITY	LRG
GARDNER-WEBB UNIVERSITY	LRG
GRAND VALLEY STATE UNIVERSITY	LRG
HARTFORD (UNIV OF)	LRG
HAWAII	LRG
ILLINOIS STATE	LRG
IOWA STATE	LRG
JACKSONVILLE STATE	LRG
KENT STATE	LRG
LAFAYETTE COLLEGE	LRG
LINCOLN UNIVERSITY (JEFFERSON CITY, MO)	LRG
LIPSCOMB UNIVERSITY	LRG
LOYOLA - CHICAGO	LRG
MAINE	LRG
MIAMI (OXFORD, OHIO)	LRG
MIDDLE TENNESSEE STATE	LRG

MINNESOTA STATE - MANKATO	LRG
MISSISSIPPI STATE	LRG
MISSOURI - KANSAS CITY	LRG
MISSOURI VALLEY CONFERENCE	LRG
MONMOUTH COLLEGE	LRG
MOREHEAD STATE	LRG
MURRAY STATE UNIVERSITY	LRG
NORTH ALABAMA	LRG
NORTH CAROLINA - ASHEVILLE	LRG
NORTH CAROLINA - WILMINGTON	LRG
NORTH CAROLINA STATE	LRG
NORTH DAKOTA	LRG
NORTH DAKOTA STATE	LRG
NORTHERN ILLINOIS	LRG
NORTHERN IOWA	LRG
OHIO UNIVERSITY	LRG
ORAL ROBERTS UNIVERSITY	LRG
PORTLAND	LRG
QUINNIPIAC UNIVERSITY	LRG
SACRED HEART UNIVERSITY	LRG
SAINT PETER'S COLLEGE	LRG
SETON HALL	LRG
SOUTH DAKOTA	LRG
SOUTHEAST MISSOURI STATE	LRG
SOUTHEASTERN LOUISIANA UNIVERSITY	LRG
ST. JOHN'S UNIVERSITY	LRG
TENNESSEE STATE	LRG
TENNESSEE TECH	LRG
VALPARAISO	LRG
VERMONT	LRG
VIRGINIA TECH	LRG
WAKE FOREST	LRG
WASHINGTON AND LEE	LRG
WASHINGTON UNIVERSITY in St. Louis	LRG
WESTERN CAROLINA	LRG
WESTERN ILLINOIS	LRG
WESTERN MICHIGAN	LRG
WICHITA STATE	LRG
WINSTON-SALEM STATE (sales restricted to NC only)	LRG
WINTHROP UNIVERSITY	LRG
WISCONSIN - GREEN BAY	LRG
WISCONSIN - LA CROSSE	LRG
WISCONSIN - MILWAUKEE	LRG
WISCONSIN - PLATTEVILLE	LRG
WISCONSIN - STEVENS POINT	LRG
WISCONSIN - STOUT	LRG
WISCONSIN - WHITEWATER	LRG
WOFFORD COLLEGE	LRG
WRIGHT STATE	LRG
YOUNGSTOWN STATE	LRG

ANGELO STATE UNIVERSITY	SMA
ARKANSAS - MONTICELLO	SMA
ARKANSAS - PINE BLUFF	SMA
BELMONT UNIVERSITY	SMA
BETHUNE-COOKMAN UNIVERSITY	SMA
BLOOMSBURG UNIVERSITY	SMA
CALIFORNIA STATE - CHANNEL ISLANDS	SMA
CARROLL COLLEGE	SMA
CENTRAL MISSOURI (UNIVERSITY OF)	SMA
CLARION	SMA
COPPIN STATE	SMA
DELTA STATE UNIVERSITY	SMA
ELIZABETH CITY STATE UNIVERSITY	SMA
FAIRFIELD UNIVERSITY	SMA
INDIANA UNIV. - PURDUE UNIV.	SMA
INDIANAPOLIS (UNIV OF)	SMA
JACKSON STATE UNIVERSITY	SMA
JACKSONVILLE UNIVERSITY	SMA
KENNESAW STATE	SMA
KUTZTOWN UNIVERSITY	SMA
LEHIGH UNIVERSITY	SMA
LINCOLN UNIVERSITY (LINCOLN, PA)	SMA
LOYOLA MARYMOUNT UNIVERSITY	SMA
MILLIKIN UNIVERSITY	SMA
MONTEVALLO (UNIV OF)	SMA
NEBRASKA - KEARNEY	SMA
NORFOLK STATE	SMA
NORTH FLORIDA	SMA
NORTHERN KENTUCKY	SMA
RAMAPO COLLEGE OF NEW JERSEY	SMA
SIENNA COLLEGE	SMA
SLIPPERY ROCK	SMA
SOUTH ALABAMA	SMA
TEXAS - ARLINGTON	SMA
TEXAS - DALLAS	SMA
TEXAS - SAN ANTONIO	SMA
TEXAS - TYLER	SMA
TEXAS A & M - COMMERCE	SMA
TROY UNIVERSITY	SMA
VIRGINIA STATE	SMA
WASHBURN UNIVERSITY	SMA
WESLEYAN UNIVERSITY	SMA
WEST TEXAS A & M UNIVERSITY	SMA
WEST VIRGINIA STATE	SMA

		Effective Date	Expiration Date
CONCORDIA COLLEGE - MOORHEAD	USLC	3/8/2005	On going
MINNESOTA STATE - MOORHEAD	USLC	6/1/2005	On going
NORTH DAKOTA STATE COLLEGE OF SCIENCE	USLC	12/14/2004	On going