

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: | 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2106279 | JONES & MITCHELL | |
| 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 | | |
| Signature: | /Carole Dobbins/ | | |

CH \$40.00 2106279

Date:

01/17/2008

Total Attachments: 7

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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,

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:

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.

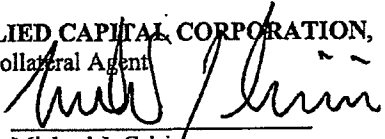
Very truly yours,

JONES & MITCHELL SPORTSWEAR, INC., a
Kansas 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. Grisius
Managing Director

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

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

TRADEMARK APPLICATIONS

None.

IP LICENSES

See below.

| School/Institution | CONTRACT* | Code: (See Legend) | Expiration Date | Initial Contract Date |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------|--------------------|--------------------------|
| Jones & Mitchell Sportswear Inc. | | | | |
| List of Licenses | | | | |
| Act as agents for universities: | | | | |
| LRG = Licensing Resource Group | | | | |
| ICE - The Collegiate Licensing Company | | | | |
| SMA = Strategic Marketing Affiliates, Inc. | | | | |
| IND = Independent school license | | | | |
| 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. | | | | |
| ARIZONA - THE UNIVERSITY OF | YES | ICE | 12/31/2008 | May 2004 |
| CITADEL | YES | ICE | 12/31/2008 | June 2002 |
| MONTANA WESTERN-UNIV OF | YES | ICE | 12/31/2008 | March 2004 |
| MONTANA STATE-BILLINGS | YES | ICE | 12/31/2008 | Oct 2001 |
| MONTANA STATE-GREAT FALLS | YES | ICE | 12/31/2008 | Oct 2001 |
| MONTANA STATE-NORTHERN/HARVE | YES | ICE | 12/31/2008 | Oct 2001 |
| MORGAN STATE | YES | ICE | 12/31/2008 | Aug 2003 |
| NORTHWESTERN STATE UNIVERSITY (LA) | YES | ICE | 12/31/2008 | June 2002 |
| SAM HOUSTON STATE UNIVERSITY | YES | ICE | 12/31/2008 | March 2003 |
| CALIF UNIV-LA | Contract In Process | IND | 12/31/2008 | 1/1/2008 |
| SOUTHERN MISSISSIPPI | Contract In Process | IND | 12/31/2008 | 2/15/99 |
| MIT ATHLETICS BEAVERMARKS | YES | IND | 4/18/2009 | 5/3/2007 |
| RADFORD UNIVERSITY | YES | IND | Not available | Not available |
| CALIFORNIA SPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| DARLINGTON INTERNATIONAL RACEWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| DAYTONA INTERNATIONAL SPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| DAYTONA 500 | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| HOMESTEAD-MIAMI SPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| INTERNATIONAL SPEEDWAY CORP | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| KANSAS SPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| MARTINSVILLE SPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| MICHIGAN INTERNATIONAL SPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| NAZARETH SPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| NORTH CAROLINA SPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| PHOENIX INTERNATIONAL RACEWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| RICHMOND INTERNATIONAL RACEWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| TALLADEGA SUPERSPEEDWAY | Contract In Process | ISC | 11/30/2009 | 12/1/2007 |
| WATKINS GLEM INTERNATIONAL | Contract In Process | ISC | 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 | 4/1/2007 |
| RAMAPO COLLEGE OF NEW JERSEY | YES | SMA | 3/31/2008 | 4/1/2007 |
| RHODE ISLAND COLLEGE | YES | SMA | 3/31/2008 | 4/1/2007 |
| SAINT MARY'S COLLEGE OF CALIFORNIA | YES | 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 |
| MOUNT VERNON NAZARENE UNIVERSITY | YES | IND | Non Expiring | Not available |

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.

| School/Institution | CONTRACT* | Code: (See Legend) | Expiration Date | Initial Contract Date |
|-------------------------------------|---------------------|-----------------------|--------------------|--------------------------|
| ARMY LOGO | Contract In Process | IND | 1/1/2008 | 6/30/2010 |
| LOYOLA UNIVERSITY NEW ORLEANS | YES | IND | 10/1/2008 | 9/3/99 |
| LOYOLA COLLEGE IN MARYLAND | Contract In Process | IND | 12/31/2008 | 9/1/96 |
| CHICAGOLAND SPEEDWAY | Contract In Process | IND | 11/30/2009 | 12/1/2007 |
| CHICAGO - THE UNIVERSITY OF | YES | IND | 12/21/2008 | 12/7/94 |
| NORTHWEST MISSOURI STATE UNIVERSITY | YES | IND | 12/31/2008 | 7/5/06 |
| US TENNIS ASSOCIATION | Contract In Process | IND | 12/31/2008 | 6/1/2007 |
| TUFTS UNIVERSITY | Contract In Process | IND | 1/1/2009 | 1/1/02 |
| GRAMBLING STATE UNIVERSITY | YES | IND | 11/16/2008 | 2/6/91 |
| CAL STATE-CHICO | YES | IND | 3/14/2008 | 7/20/94 |
| CLARK ATLANTA UNIV | YES | IND | 3/29/2008 | 8/29/95 |
| CALIF UNIV-MERCED | YES | IND | 3/31/2008 | 4/1/06 |
| ALCORN STATE UNIV | YES | IND | 6/30/2008 | 12/6/94 |
| CLEVELAND STATE UNIVERSITY | YES | IND | 6/30/2008 | 6/21/94 |
| OREGON - UNIVERSITY OF | YES | IND | 6/30/2008 | 7/6/95 |
| USA HOCKEY | YES | IND | 8/31/2008 | 7/1/03 |
| WISCONSIN-RIVER FALLS | YES | IND | 8/31/2008 | 9/29/96 |
| GEORGIA SOUTHERN UNIVERSITY | YES | IND | 9/14/2008 | 8/19/96 |
| TEXAS SOUTHERN UNIVERSITY | YES | IND | 9/27/2008 | 1/1/03 |
| TORONTO - UNIVERSITY OF | YES | IND | 11/1/2008 | 4/20/07 |
| COCA-COLA RETAIL | YES | IND | 12/31/2008 | 9/27/00 |
| COKE PROMOTIONS | YES | IND | 12/31/2008 | 7/1/2007 |
| MOREHOUSE COLLEGE | YES | IND | 12/31/2008 | 3/19/93 |
| WEST FLORIDA - UNIV OF | YES | IND | 5/12/2009 | 5/12/94 |
| SOUTHERN INDIANA - UNIV OF | YES | IND | 6/30/2009 | 7/1/98 |
| ADELPHI UNIVERSITY | YES | IND | 10/31/2009 | 10/15/97 |
| CALIF UNIV OF PENNSYLVANIA | YES | IND | 12/31/2009 | 5/1/96 |
| JOHNS HOPKINS UNIVERSITY | YES | IND | 9/4/2011 | 6/17/93 |
| IVY TECH STATE COLLEGES | YES | IND | Auto | 7/8/97 |
| PRAIRIE VIEW A&M UNIVERSITY | YES | IND | Auto | 6/26/00 |
| WESTERN STATE COLLEGE OF COLORADO | YES | IND | Auto | 8/17/99 |
| ALASKA-FAIRBANKS | YES | IND | Auto Renew | 3/7/00 |
| HOLY CROSS - COLLEGE OF THE | YES | IND | Auto Renew | 7/22/03 |
| PRESBYTERIAN COLLEGE (SC) | YES | IND | Auto Renew | 4/9/03 |
| SAN FRANCISCO - UNIV OF | YES | IND | Auto Renew | 3/10/99 |
| ARKANSAS TECH UNIVERSITY | YES | IND | Non Expiring | 6/7/01 |
| CALIF UNIV-SANTA CRUZ | YES | IND | Non Expiring | 4/22/94 |
| COASTAL CAROLINA UNIVERSITY | YES | IND | Non Expiring | 9/6/94 |
| NORTHERN MICHIGAN UNIV | YES | IND | Non Expiring | 9/23/99 |
| SAGINAW VALLEY STATE UNIV | YES | IND | Non Expiring | 6/13/94 |
| SOUTH DAKOTA STATE UNIV | YES | IND | Non Expiring | 6/12/96 |
| TARLETON STATE | YES | IND | Non Expiring | 4/5/93 |