

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
To The Game, LLC		03/31/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	171 17th Street NW		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30363		
Entity Type:	National Banking Association – USA:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3030061	G GIRL EXCLUSIVELY BY THE GAME	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-420-5527		
Email:	rbirdwell@phrd.com		
Correspondent Name:	Rhonda J. Birdwell, Paralegal – PHRD		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	312-171 - DELTA APPAREL		
NAME OF SUBMITTER:	Bobbi Acord		
Signature:	/ba/		

CH \$40.00 3030061

900132871

TRADEMARK
REEL: 003978 FRAME: 0648

Date:

04/29/2009

Total Attachments: 6

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**SECOND AMENDMENT AND JOINDER TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT AND JOINDER TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made as of March 31, 2009, by and among DELTA APPAREL, INC., a Georgia corporation ("Delta"), M.J. SOFFE, LLC, a North Carolina limited liability company, successor to M.J. Soffe Co. ("Soffe"), JUNKFOOD CLOTHING COMPANY, a Georgia corporation ("JCC", and together with Delta and Soffe, each an "Existing Debtor" and collectively, the "Existing Debtors"), TO THE GAME, LLC, a Georgia limited liability company ("TTG", and together with Existing Debtors, the "Debtors", and each individually a "Debtor") and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (together with its successors in such capacity, "Agent") for various financial institutions ("Lenders").

Recitals:

Reference is made to that certain Amended and Restated Trademark Security Agreement among Delta, Soffe, JCC and Agent, dated August 22, 2005, as amended by a letter amendment dated October 2, 2006 and recorded on November 10, 2006 at Reel/Frame 003426/0756, and that certain First Amendment to Amended and Restated Trademark Security Agreement dated December 31, 2008 (as at any time amended, restated, modified or supplemented, the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") on September 1, 2005, at Reel/Frame number 003152/0123. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Effective as of the date hereof, TTG has been joined to the Loan Agreement and the other Financing Agreements as a "Borrower" thereunder. In connection therewith, TTG has pledged all of its personal property as collateral security for the Secured Obligations, which personal property includes certain Trademarks.

Debtors and Agent have agreed to enter into this Amendment to evidence TTG's joinder as a "Debtor" under the Trademark Security Agreement and to add TTG's Trademarks to the Trademark Security Agreement as Collateral thereunder, subject to all of the terms and conditions thereof.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Joinder; Amendments to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended to (a) add TTG as a "Debtor" for all purposes thereunder and (b) add each of the Trademarks listed on Exhibit A-2 hereto to the list of Trademarks contained on Exhibit A thereto. Each reference in the Trademark Security Agreement to "Debtor" or "Debtors" shall be understood to mean and include TTG as well as Delta, Soffe and JCC. Agent is hereby authorized to attach to the Trademark Security Agreement a copy of Exhibit A-2 as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or a copy of this Agreement, with the USPTO at the Debtors' expense.

2. **Grant of Security Interest by TTG.** As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Secured Obligations (as defined in the Trademark Security Agreement), TTG hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Additional Collateral"):

(a) all of TTG's now existing or hereafter acquired right, title, and interest in and to:

(i) all of TTG's trademarks, tradenames, trade styles, service marks and domain names and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A-2 hereto, together with all rights and privileges arising under applicable law with respect to TTG's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Additional Trademarks"), and

(ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature;

(b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks;

(c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(d) the right to sue for past, present and future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by such Debtor against third parties for past or future infringement of the Additional Trademarks.

3. **Reaffirmation by Existing Debtors; Confirmation by TTG.** Each Existing Debtor hereby restates, reaffirms and ratifies the grant of security interest and all representations, warranties, covenants and agreements made by such Debtor in the Trademark Security Agreement. TTG confirms, ratifies and agrees to make, be bound by and comply with all representations, warranties, covenants and agreements made by each Debtor in the Trademark Security Agreement. Each Debtor further represents and warrants to Agent that it has full authority to enter into this Amendment and to grant the security interest and Lien provided for in the Trademark Security Agreement, as amended by this Amendment.

4. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia.

5. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or

accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

7. **Counterparts; Telecopied Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or by email in portable document format (PDF) shall be deemed to be an original signature hereto.

8. **Further Assurances.** Each Debtor agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

9. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

10. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, each Debtor and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Amendment or the Collateral.

[Remainder of page intentionally left blank; signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

EXISTING DEBTORS

DELTA APPAREL, INC.

By: Deborah H Merrill
Name: Deborah H. Merrill
Title: Vice President, Chief Financial Officer and
Treasurer

M.J. SOFFE, LLC

By: Deborah H Merrill
Name: Deborah H. Merrill
Title: Vice President, Chief Financial Officer and
Treasurer

JUNKFOOD CLOTHING COMPANY

By: Deborah H Merrill
Name: Deborah H. Merrill
Title: Vice President, Chief Financial Officer and
Treasurer

TTG:

TO THE GAME, LLC

By: Deborah H Merrill
Name: Deborah H. Merrill
Title: Vice President, Chief Financial Officer and
Treasurer

AGENT:

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

EXISTING DEBTORS

DELTA APPAREL, INC.

By: _____
Name: Deborah H. Merrill
Title: Vice President, Chief Financial Officer and
Treasurer

M.J. SOFFE, LLC

By: _____
Name: Deborah H. Merrill
Title: Vice President, Chief Financial Officer and
Treasurer

JUNKFOOD CLOTHING COMPANY

By: _____
Name: Deborah H. Merrill
Title: Vice President, Chief Financial Officer and
Treasurer

TTG:

TO THE GAME, LLC

By: _____
Name: Deborah H. Merrill
Title: Vice President, Chief Financial Officer and
Treasurer

AGENT:

**WACHOVIA BANK NATIONAL
ASSOCIATION, as Agent**

By: _____
Name: Dan Denton
Title: Director

Exhibit A-2

Additional Trademarks

UNITED STATES OF AMERICA MARKS

<u>Trademarks</u>	<u>Serial No./Registration No.</u>
THE GAME	1410919
THE GAME (script design)	1561018
G DESIGN (design)	1495869
CIRCLE DESIGN (design)	1489462
SPLIT-BAR DESIGN (design)	2275077
TWO-BAR DESIGN (design)	2576773
THREE-BAR DESIGN (design)	3564708
MISCELLANEOUS DESIGN (design)	77/608822
KUDZU	2715347
KUDZU AND DESIGN (design)	1942163
G Girl Exclusively by the Game	3030061

CANADIAN MARKS

<u>Trademarks</u>	<u>Serial No./Registration No.</u>
THE GAME & G DESIGN (design)	424085

CHINESE MARKS

<u>Trademarks</u>	<u>Serial No./Registration No.</u>
THE GAME & G DESIGN (design)	612830

JAPANESE MARKS

<u>Trademarks</u>	<u>Serial No./Registration No.</u>
THE GAME & G DESIGN (design)	2693238

MEXICAN MARKS

<u>Trademarks</u>	<u>Serial No./Registration No.</u>
THE GAME & G DESIGN (design)	442664

NEW ZEALAND MARKS

<u>Trademarks</u>	<u>Serial No./Registration No.</u>
THE GAME	227595

Second Amendment to Amended and Restated Trademark Security Agreement