

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
Broder Bros., Co.		05/21/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	One Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3067404	DESERT WASH
Registration Number:	2952243	HARVARD SQUARE
Registration Number:	1989637	ALPHA
Registration Number:	2903274	ALPHA
Registration Number:	2002303	ALPHA SHIRT COMPANY
Registration Number:	2903275	ALPHA SHIRT COMPANY
Registration Number:	1978685	AUTHENTIC PIGMENT
Registration Number:	2930590	AUTHENTIC PIGMENT
Registration Number:	2088039	COPA BANANA
Registration Number:	2985778	DEVON & JONES
Registration Number:	1990235	EARTH COLLECTION
Registration Number:	2903276	EARTH COLLECTION
Registration Number:	2099187	LUNA PIER COLLECTION LUNA PIER
Registration Number:	3003365	BRODER

CH \$590.00 3067404

Registration Number:	3056846	BRODER
Registration Number:	3009710	CHESTNUT HILL
Registration Number:	3056852	GREAT REPUBLIC
Serial Number:	78876206	AUTHENTIC PIGMENT
Serial Number:	78857783	DEVON & JONES BLUE
Serial Number:	76595929	DILLY DALLY
Serial Number:	76588353	APPLES & ORANGES
Serial Number:	76609577	HARRITON
Serial Number:	78691525	WINTERCEPT

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	9060800
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	06/11/2009

Total Attachments: 12
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SECOND AMENDED AND RESTATED COPYRIGHT SECURITY AGREEMENT

SECOND AMENDED AND RESTATED COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of May 21, 2009, by Broder Bros., Co., a Delaware corporation ("Grantor"), in favor of Bank of America, N.A., in its capacity as Collateral Agent for the Secured Parties.

WITNESSETH:

WHEREAS, Grantor entered into (i) that certain Amended and Restated Credit Agreement (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") dated as of August 31, 2006 with, among others, the lenders party thereto, Banc of America Securities LLC, as sole lead arranger and bookrunner and Bank of America, N.A., as Administrative Agent and Collateral Agent for the Secured Parties, Swingline Lender and Issuing Bank, (ii) that certain Amended and Restated Security Agreement (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement") dated as of August 31, 2006 with, among others, Bank of America, N.A., as collateral agent, and (iii) that certain Amended and Restated Copyright Security Agreement (the "Existing Copyright Security Agreement") dated as of August 31, 2006 with, among others, Bank of America, N.A., as collateral agent;

WHEREAS, Grantor has converted from a corporation organized under the laws of the State of Michigan to a corporation organized under the laws of the State of Delaware (the "Conversion");

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make the Loans and the Issuing Bank has agreed to issue Letters of Credit for the benefit of, among others, Grantor;

WHEREAS, the Agents and the Lenders are willing to continue to make the Loans and the Issuing Bank is willing to continue to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, this Agreement in order to reaffirm Grantor's obligations following the Conversion; and

WHEREAS, pursuant to the Security Agreement, Grantor has authorized the Collateral Agent to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Agent, as secured party;

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, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

"Copyright License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

2 GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL.

Grantor hereby grants to the Collateral Agent, on behalf of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright Collateral"), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:

(a) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Agreement shall not extend to, and the term "Copyright Collateral" shall not include, any Excluded Property (as defined in the Security Agreement).

3 SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4 AMENDMENT AND RESTATEMENT. This Agreement amends and restates in its entirety that certain Amended and Restated Copyright Security Agreement dated as of August 31, 2006 and recorded at the United States Copyright Office by and between Grantor and Bank of America, N.A., as Collateral Agent.

5 TERMINATION. This Agreement shall terminate and the Copyright Collateral shall be released from the liens and security interest of this Agreement in accordance with the provisions of the Security Agreement, and upon such termination the Collateral Agent shall, upon the request and at the sole cost and expense of Grantor, assign, transfer and deliver to Grantor, against receipt and without recourse to or warranty by the Collateral Agent except as to the fact that the Collateral Agent has not encumbered the released assets, proper documents and instruments (including terminations or releases) acknowledging the termination hereof or the release of the Collateral Agent's liens and security interests hereunder, as the case may be.

[signature page follows]

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

BRODER BROS., CO., a Delaware corporation

By: 
Name: Martin J. Matthews
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Gregory Kress

Title: Senior Vice President

TRADEMARK

REEL: 004002 FRAME: 0580

SCHEDULE I
to
COPYRIGHT SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS

OWNER	COPYRIGHT TITLE	REGISTRATION NUMBER
Broder Bros., Co. (via merger with Alpha Shirt Company)	Alpha Shirt Company confidential wholesale price list	TX3273422 2/18/92
Broder Bros., Co. (via merger with Alpha Shirt Company)	Alpha Shirt Company: imprintable sportswear, 1997.	TX4483708 1/27/97
Broder Bros., Co. (via merger with Alpha Shirt Company)	Imprintable sportswear	TX3254857 2/18/92

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 21, 2009, by Broder Bros., Co., a Delaware corporation ("Grantor"), in favor of Bank of America, N.A., in its capacity as Collateral Agent for the Secured Parties.

WITNESSETH:

WHEREAS, Grantor entered into (i) that certain Amended and Restated Credit Agreement (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") dated as of August 31, 2006 with, among others, the lenders party thereto, Banc of America Securities LLC, as sole lead arranger and bookrunner and Bank of America, N.A., as Administrative Agent and Collateral Agent for the Secured Parties, Swingline Lender and Issuing Bank, (ii) that certain Amended and Restated Security Agreement (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement") dated as of August 31, 2006 with, among others, Bank of America, N.A., as collateral agent, and (iii) that certain Amended and Restated Trademark Security Agreement (the "Existing Trademark Security Agreement") dated as of August 31, 2006 with, among others, Bank of America, N.A., as collateral agent;

WHEREAS, Grantor has converted from a corporation organized under the laws of the State of Michigan to a corporation organized under the laws of the State of Delaware (the "Conversion");

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make the Loans and the Issuing Bank has agreed to issue Letters of Credit for the benefit of, among others, Grantor;

WHEREAS, the Agents and the Lenders are willing to continue to make the Loans and the Issuing Bank is willing to continue to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, this Agreement in order to reaffirm Grantor's obligations following the Conversion; and

WHEREAS, pursuant to the Security Agreement, Grantor has authorized the Collateral Agent to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Agent, as secured party;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, on behalf of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything to the contrary contained in clauses (a) through (d) above, the security interest created by this Agreement shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENT AND RESTATEMENT. This Agreement amends and restates in its entirety that certain Amended and Restated Trademark Security Agreement dated as of August 31, 2006 and recorded on September 14, 2006 at the United States Patent and Trademark Office on Reel 3389 and beginning on Frame 0890 by and between Grantor and Bank of America, N.A., as Collateral Agent.

5. TERMINATION. This Agreement shall terminate and the Trademark Collateral shall be released from the liens and security interest of this Agreement in accordance with the provisions of the Security Agreement, and upon such termination the Collateral Agent shall, upon the request and at the sole cost and expense of Grantor, assign, transfer and deliver to Grantor, against receipt and without recourse to or warranty by the Collateral Agent except as to the fact that the Collateral Agent has not encumbered the released assets, proper documents and instruments (including terminations or releases) acknowledging the termination hereof or the release of the Collateral Agent's liens and security interests hereunder, as the case may be.

[signature page follows]

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

BRODER BROS., CO., a Delaware corporation

By: 
Name: Martin J. Matthews
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A.,
as Collateral Agent


By: 

Name: Gregory Kress

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

ITEM	OWNER	MARK	REG. NUMBER/ APPLICATION NUMBER	SERIAL NUMBER
1.	Broder Bros., Co. (via merger with Alpha Shirt Company)	DESERT WASH & Design DESERT WASH	3067404 3/14/06	78/328353 11/14/03
2.	Broder Bros., Co. (via merger with Aprons Unlimited)	HARVARD SQUARE	2952243 5/17/05	76/359618 1/16/02
3.	Broder Bros., Co.	ALPHA	1989637 7/30/96	74/628833 2/2/95
4.	Broder Bros., Co.	ALPHA	2903274 11/16/04	78/264148 6/18/03
5.	Broder Bros., Co.	ALPHA SHIRT COMPANY	2002303 9/24/96	74/629750 2/3/95
6.	Broder Bros., Co.	ALPHA SHIRT COMPANY	2903275 11/16/04	78/264157 6/18/03
7.	Broder Bros., Co.	AUTHENTIC PIGMENT	1978685 6/4/96	74/444843 10/7/93
8.	Broder Bros., Co.	AUTHENTIC PIGMENT AND DESIGN		78/876206 5/4/06
9.	Broder Bros., Co.	AUTHENTIC PIGMENT AND DESIGN	2930590 3/8/05	78/264166 6/18/03
10.	Broder Bros., Co.	COPA BANANA	2088039 8/12/97	74/634296 2/14/95
11.	Broder Bros., Co.	DEVON & JONES	2985778 8/16/05	76/446731 9/3/02
12.	Broder Bros., Co.	DEVON & JONES BLUE & Design DEVON & JONES BLUE		78/857783 4/10/06
13.	Broder Bros., Co.	DILLY DALLY		76/595929 6/4/04
14.	Broder Bros., Co.	EARTH COLLECTION	1990235 7/30/1996	74/457414 11/9/93
15.	Broder Bros., Co.	EARTH	2903276	78/264162

ITEM	OWNER	MARK	REG. NUMBER/ APPLICATION NUMBER	SERIAL NUMBER
		COLLECTION	11/16/04	6/18/03
16.	Broder Bros., Co.	LUNA PIER COLLECTION LUNA PIER Design 	2099187 9/23/1997	75/150755 7/29/96
17.	Broder Bros., Inc.	APPLES & ORANGES & Design <small>APPLES & ORANGES</small>		76/588353 4/22/04
18.	Broder Bros., Co.	BRODER AND DESIGN	3003365 10/4/05	76/581089 3/12/04
19.	Broder Bros., Co.	BRODER AND DESIGN	3056846 2/7/06	76/581088 3/12/04
20.	Broder Bros., Co.	CHESTNUT HILL	3009710 10/25/05	76/588354 4/22/04
21.	Broder Bros., Co.	GREAT REPUBLIC	3056852 2/7/06	76/588352 4/22/04
22.	Broder Bros., Co.	HARRITON AND DESIGN		76/609577 8/30/04
23.	Broder Bros., Co.	WINTERCEPT		78/691525 8/12/05