

**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
River's End Holdings LLC		01/15/2010	LIMITED LIABILITY COMPANY: MINNESOTA

**RECEIVING PARTY DATA**

Name:	PremiumWear, Inc.
Street Address:	5500 Feltl Road
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	76587723	PAGE & TUTTLE
Serial Number:	76587722	PT PAGE & TUTTLE
Serial Number:	76598833	COOL SWING
Serial Number:	78523888	COOL SWING
Serial Number:	76587721	H2O MOISTURE WICKING
Serial Number:	76587720	H2O MOISTURE WICKING
Serial Number:	76611265	DERMA2
Serial Number:	77223642	COOL ELITE
Serial Number:	77901288	PAGE & TUTTLE

**CORRESPONDENCE DATA**

Fax Number: (404)527-4817  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4045274957  
 Email: ljackson@mckennalong.com

**900152381**

**TRADEMARK  
 REEL: 004133 FRAME: 0050**

**CH \$240.00 76587723**

Correspondent Name: Leah D Jackson  
Address Line 1: 303 Peachtree Street NE  
Address Line 2: Suite 5300  
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	32128.0001
NAME OF SUBMITTER:	Leah D Jackson
Signature:	/ldj/
Date:	01/19/2010

Total Attachments: 11  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of January 15, 2010, between River's End Holdings, LLC, a Minnesota limited liability company ("Pledgor"), and PremiumWear, Inc., a Delaware corporation ("Lender").

### WITNESSETH:

WHEREAS, Lender and Pledgor have entered into that certain Purchase and Transition Agreement, effective as of January 15, 2010, by and among Lender, Forsyth Holdings Inc., a Delaware corporation, and Pledgor (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase and Transition Agreement");

WHEREAS, in connection with the transactions contemplated by the Purchase and Transition Agreement, Pledgor issued that certain Contingent Secured Promissory Note dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Note) to Lender in the principal amount of \$400,000.00; and

WHEREAS, in order to induce Lender to agree to make the financial accommodation evidenced by the Note, Pledgor has agreed to grant a continuing first priority purchase money security interest in and to the Trademark Collateral (as defined below) in order to secure the prompt and complete payment, observance and performance of all of the present and future obligations of Pledgor arising from this Agreement and the Note, including, without limitation, reasonable attorneys' fees and expenses and any interest, fees or expenses that accrue after the filing of any proceeding against Pledgor commenced by or against any person under any provision of the United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), as amended, or under any other state, federal or non-US bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief (each, an "Insolvency Proceeding"), regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding (collectively, the "Secured Obligations");

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and Lender hereby agree as follows:

1. Grant of Security Interest in Intellectual Property. Pledgor, to secure the Secured Obligations, hereby unconditionally mortgages, pledges and hypothecates to Lender, and unconditionally grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following assets of Pledgor, whether now owned or hereafter acquired or arising and wherever located (the "Trademark Collateral"):

- (a) all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1;
- (b) all extensions, modifications and renewals thereof;
- (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

- (d) the right to sue for past, present and future infringements and dilutions thereof;
- (e) the goodwill of Pledgor's business symbolized by the foregoing or connected therewith;
- (f) all of Pledgor's rights corresponding thereto throughout the world; and
- (g) all of the proceeds (as that term is defined in the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York (the "UCC")) and products, whether tangible or intangible, of any of the foregoing.

2. Obligations Secured. The security interest granted hereby secures the prompt and complete payment and performance when due of all Secured Obligations, whether now existing or hereafter arising.

3. Representations and Warranties. Pledgor hereby represents and warrants to Lender that:

(a) No financing statement covering any of the Trademark Collateral is on file in any public office, except any which may have been filed on behalf of Lender or Wells Fargo Bank, N.A. ("Wells Fargo").

(b) Pledgor is and will be the lawful owner of all Trademark Collateral, free of all liens and claims whatsoever, except the subsequent security interest granted hereby and the second priority security interest granted by Pledgor to Wells Fargo.

(c) The name of Pledgor as it appears in the official filings in the State of Minnesota of Pledgor, the type of entity of Pledgor, the organizational identification number issued by the State of Minnesota, its chief executive office and the state of formation of Pledgor is as specified on Schedule 2.

4. Agreements of Pledgor. Pledgor hereby agrees that:

(a) Pledgor shall not, without prior notice thereof to Lender, make any changes to its organizational status, legal name, state of formation or organizational number from that in existence on the date hereof.

(b) Pledgor will keep the Trademark Collateral free of all liens and claims whatsoever, except the security interest granted hereby and the security interest of Wells Fargo.

(c) Pledgor hereby waives, to the full extent permitted by law, the benefit of all appraisal, valuation, stay, extension and redemption laws, now or hereafter in force, and all rights of marshalling of the assets of Pledgor in the event of any sale of the Trademark Collateral or any part thereof or any interest therein pursuant hereto, whether upon foreclosure or by power of sale or otherwise and whether under executory process or other legal process. Pledgor waives notice of demand and delivery and all other notices, delays and demands.

(d) Pledgor acknowledges and agrees that Lender shall have no duties with respect to the Trademark Collateral. Lender may, however, from time to time, perform any obligation of Pledgor hereunder which Pledgor shall fail to perform and take any other action which Lender deems reasonably necessary for the maintenance or preservation of any of the Trademark Collateral or its interest therein, and Pledgor agrees that all reasonable costs and expenses incurred by Lender in connection with this Section 4(d) shall be a Secured Obligation and due and payable upon demand by Lender.

5. Further Assurances.

(a) Pledgor agrees that from time to time, at its own expense, Pledgor will promptly execute and deliver all further instruments and documents, and do such other acts and things, that may be reasonably necessary, or that Lender may reasonably request, in order to establish and maintain a valid and perfected first priority purchase money security interest in all of the Trademark Collateral or to perfect and protect the lien and security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any of the Trademark Collateral.

(b) Pledgor authorizes Lender at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments, at the expense of Lender, in order to perfect and preserve the lien and security interest granted or purported to be granted hereby (i) in all public offices deemed necessary by Lender at Lender's expense, (ii) describing the Trademark Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance.

6. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, Lender may take the following actions: (i) exercise any and all rights, powers and privileges with respect to the Trademark Collateral; or (ii) exercise from time to time any other right or remedy available to Lender under the applicable Uniform Commercial Code or otherwise available under the Note, at law or in equity. Upon the occurrence and during the continuance of an Event of Default, Pledgor shall pay all costs and expenses of Lender of collection of any and all the Secured Obligations and enforcement of rights hereunder, including reasonable attorneys' fees. If any notification of intended disposition of any of the Collateral is required by law, such notification if mailed shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition in accordance with Section 7.15 of the Purchase and Transition Agreement.

(b) All cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral shall be applied against the Secured Obligations in such order as Lender shall determine in its sole discretion. In the event the proceeds of Trademark Collateral are insufficient to satisfy all of the Secured Obligations in full, Pledgor shall not remain liable for any such deficiency.

7. Pledgor Remains Liable. Pledgor hereby agrees that, anything herein to the contrary notwithstanding, Pledgor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with the Trademark Collateral.

8. Miscellaneous.

(a) No failure or delay on the part of Lender in exercising any right, power or remedy hereunder or under the Note and no course of dealing between Pledgor and Lender shall operate as a waiver thereof. Each right, power, and remedy of Lender as provided for in this Agreement or in the Note or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and not exclusive and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the Note or now or hereafter existing at law or in equity or by statute or otherwise. The exercise, beginning of the exercise, or partial exercise by Lender of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights, powers, or remedies. No notice to or demand on Pledgor required hereunder shall entitle

Pledgor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Lender to any other or further action in any circumstances without notice or demand.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(c) EACH OF PLEDGOR AND LENDER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES, AND OTHERWISE AGREES NOT TO REQUEST, A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OF ANY TYPE IN WHICH PLEDGOR OR LENDER OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IS A PARTY, AS TO ALL MATTERS AND THINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR THE NOTE.

(d) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(e) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) Headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof.

(g) No amendment or waiver of any provision of this Agreement nor consent to any departure by Pledgor therefrom shall in any event be effective unless the same shall be in writing and signed by Lender and Pledgor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(h) All representations and warranties contained herein or made in writing by Pledgor in connection herewith shall survive the execution and delivery of this Agreement and any and all other documents and writings relating to or arising out of any of the foregoing or any of the Secured Obligations.

(i) This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(j) Any notice required or desired to be given under this Agreement shall be provided as set forth in the Purchase and Transfer Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

FLEDGOR:

RIVER'S END HOLDINGS, LLC, a Minnesota limited liability company

By: Richard Hand  
Name: RICHARD HAND  
Title: CEO

LENDER:

PREMIUMWEAR, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

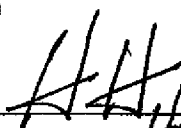
PLEDGOR:

RIVER'S END HOLDINGS, LLC, a Minnesota limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER:

PREMIUMWEAR, INC., a Delaware corporation

By:  \_\_\_\_\_  
Name: HARRIS HESTER  
Title: PRESIDENT



SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

REGISTRATIONS:							
Trademark:	Owner	Serial / App. No.:	Registration No.:	Registration Date:	Renewal Date:	Country:	Wares / Services
Page & Tuttle	Premium Wear, Inc.	76587723	3025427	12/13/2005	12/13/2015	U.S.A.	(1) Luggage and travel bags (2) Insulated coolers (3) Blankets of wool and fleece. (4) Online and mail order catalog. (5) Personalized embroidery
Page & Tuttle (Design)	Premium Wear, Inc.	76587722	3019228	11/29/2005	11/29/2015	U.S.A.	(1) Luggage and travel bags (2) Blankets of wool and fleece (3) Insulated coolers (4) Apparel, namely men's and women's tops, activewear and sportswear. (5) Personalized embroidery
Page & Tuttle	Premiumwear, Inc.	1175752	TMA641210	6/2/2005	6/2/2020	Canada	Wares: (1) Clothing, namely jackets (2) Clothing and bags Services: (1) Online and catalog services for sale of clothing and bags for all purposes and personalized embroidery.

TRADEMARK SECURITY AGREEMENT  
ATLANTA:5201284.4

**REGISTRATIONS:**

Trademark:	Owner	Serial / App. No.:	Registration No.:	Registration Date:	Renewal Date:	Country:	Wares / Services
Cool Swing	Premium Wear, Inc.	76598833	3025622	12/13/2005	12/13/2015	U.S.A.	Apparel, namely men's and women's tops, activewear and sportswear.
Cool Swing & Design	Premium Wear, Inc.	78523888	3395802	3/11/2008	3/11/2018	U.S.A.	Apparel, namely men's and women's tops, activewear and sportswear.
Cool Swing	Premium Wear, Inc.	1230031	TMA703138	12/14/2007	12/14/2022	Canada	Apparel, namely men's and women's tops, activewear and sportswear with and without personalized embroidery.
Cool Swing	Premium Wear, Inc.		1019656	12/7/2005	9/9/2014	Australia	Apparel with and without personalized embroidery in class 25.
Cool Swing Logo	Premium Wear, Inc.		1047343	08/9/2005	3/22/2015	Australia	Apparel with and without personalized embroidery in class 25.
H2O Moisture Wicking	Premium Wear, Inc.	76587721	3014587	11/15/2005	11/15/2015	U.S.A.	Apparel, namely men's and women's tops, activewear and sportswear with and without personalized embroidery.
H2O Moisture Wicking (Design)	Premium Wear, Inc.	76587720	3014586	8/23/2005	8/23/2015	U.S.A.	Apparel, namely men's and women's tops, activewear and sportswear.
H2O Moisture Wicking	Premium Wear, Inc.		1019734	12/7/2005	9/9/2014	Australia	Apparel with and without personalized embroidery in class 25.

TRADEMARK SECURITY AGREEMENT  
ATLANTA:5201284.4

**REGISTRATIONS:**

Trademark:	Owner	Serial / App. No.:	Registration No.:	Registration Date:	Renewal Date:	Country:	Wares / Services
Derma2	PremiumWear, Inc.	1249737	TMA689306	6/7/2007	6/7/2022	Canada	Apparel with and without personalized embroidery, activewear, outerwear and sportswear.
Derma2	PremiumWear, Inc.	76611265	3017050	11/22/2005	11/22/2015	U.S.A	Apparel with and without personalized embroidery, activewear, outerwear and sportswear.
Derma2	PremiumWear, Inc.		726349	12/8/2005	9/9/2014	New Zealand	Apparel with and without personalized embroidery, activewear, outerwear and sportswear.
Derma2	PremiumWear, Inc.		1044953	11/9/2005	3/8/2015	Australia	Apparel with and without personalized embroidery, activewear, outerwear and sportswear.
4-in-1 All Weather System	PremiumWear, Inc.		1045033	2/7/2006	3/8/2015	Australia	Apparel, including outerwear, with and without personalized embroidery being goods in class 25.
Cool Swing & Design	PremiumWear, Inc.	1249734	TMA747823	5/6/2009	5/6/2024	Canada	Wares Apparel, namely outerwear, activewear and sportswear with and without personalized embroidery.

**APPLICATIONS:**

Trademark:	Owner	Serial / App. No.:	Filing Date:	Status:	Country:	Wares / Services
Cool Elite	PREMIUMWEAR, INC.	77223642	7/6/2007	Abandoned; Petition to Revive filed 12/17/2009	U.S.A.	Men's, women's and children's wearing apparel.
Cool Elite	PremiumWear, Inc.	1330636	1/9/2007	Declaration of Use Due 1/9/2010	Canada	Men's, women's and children's wearing apparel.
Page & Tuttle	PREMIUMWEAR, INC.	77901288	12/28/2009	Pending	U.S.A.	Apparel, namely, men's and women's tops, activewear and sportswear

**SCHEDULE 2**

**ORGANIZATIONAL MATTERS**

Name of Pledgor: River's End Holdings LLC

Type of entity of Pledgor: limited liability company

Organizational identification number: 14-1909818

Chief executive office: 415 Eleventh Avenue South  
Minneapolis, MN 55343

State of formation of Pledgor: Minnesota