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
TCX, LLC		07/12/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association - USA:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78622610	JUST FOR US
Serial Number:	76612541	TCX APPAREL
Serial Number:	78628353	
Serial Number:	76521451	

CH $115.00 78622610

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-420-5527
Email: rbirdwell@phrd.com
Correspondent Name: Rhonda J. Birdwell, Paralegal - PHR&D
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	312-171

NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	07/26/2010

Total Attachments: 7
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THIRD AMENDMENT AND JOINDER TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS THIRD AMENDMENT AND JOINDER TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made as of July 12, 2010, 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") **TO THE GAME, LLC**, a Georgia limited liability company ("TTG", and together with Delta, Soffe and JCC, each an "Existing Debtor" and collectively, the "Existing Debtors"), **TCX, LLC**, a North Carolina limited liability company ("TCX", and together with Existing Debtors, the "Debtors", and each individually a "Debtor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association and successor by merger to Wachovia Bank, National 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, TCX has been joined to the Loan Agreement and the other Financing Agreements as a "Borrower" thereunder. In connection therewith, TCX 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 TCX's joinder as a "Debtor" under the Trademark Security Agreement and to add TCX'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 TCX as a "Debtor" for all purposes thereunder and (b) add each of the Trademarks listed on Exhibit A-3 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 TCX as well as Delta, Soffe, JCC and TTG. Agent is hereby authorized to attach to the Trademark Security Agreement a copy of Exhibit A-3 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 TCX.** 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), TCX 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 TCX's now existing or hereafter acquired right, title, and interest in and to:

(i) all of TCX'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-3 hereto, together with all rights and privileges arising under applicable law with respect to TCX'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 TCX. 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. TCX 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.

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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**

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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

TO THE GAME, LLC

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

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TCX:

TCX, LLC

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

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, successor to Wachovia Bank, National Association, as Agent

By: _____
Name: _____
Title: _____

TCX:

TCX, LLC

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

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, successor to Wachovia Bank, National Association, as Agent

By: _____
Name: _____
Title: _____

Exhibit A-2

Additional Trademarks

UNITED STATES OF AMERICA MARKS

Trademarks	Serial No./Registration No.
Just For Us	3085231
TCX Apparel	3164387
Sergeant Design	3092867

Cotton Ball Design	2842697