

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
Holloway Sportswear, Inc.		07/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3217235	H HOLLOWAY	
Registration Number:	3217236	H HOLLOWAY	
Registration Number:	3217237	H	
Serial Number:	78288634		
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-381		
NAME OF SUBMITTER:	Kristin Brozovic		

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**TRADEMARK
 REEL: 004252 FRAME: 0954**

Signature:	/Kristin Brozovic/
Date:	08/03/2010
Total Attachments: 11 source=holloway- trademark security agreement#page1.tif source=holloway- trademark security agreement#page2.tif source=holloway- trademark security agreement#page3.tif source=holloway- trademark security agreement#page4.tif source=holloway- trademark security agreement#page5.tif source=holloway- trademark security agreement#page6.tif source=holloway- trademark security agreement#page7.tif source=holloway- trademark security agreement#page8.tif source=holloway- trademark security agreement#page9.tif source=holloway- trademark security agreement#page10.tif source=holloway- trademark security agreement#page11.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 30, 2010 (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 and the L/C Issuers from time to time party thereto and GE Capital, as Revolver Agent for itself and the Revolving Lenders, a Lender, L/C Issuer and as Administrative Agent to the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative 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 Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 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 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HOLLOWAY SPORTSWEAR, INC., a Delaware corporation, as Grantor

By: W. Pat Harris
Name: W. PAT HARRIS
Title: Secretary

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

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


Very truly yours,

HOLLOWAY SPORTSWEAR, INC., a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first written above:




GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: David Indelicato
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Registration #	Registration Date	Serial #	Filing Date
 HOLLOWAY	3,217,235	March 13, 2007	78/734,083	October 16, 2005
 HOLLOWAY	3,217,236	March 13, 2007	78/734,093	October 16, 2005
	3,217,237	March 13, 2007	78/734,096	October 16, 2005

TRADEMARK APPLICATIONS

Trademark	Registration #	Registration Date	Serial #	Filing Date
Dry-xcel	N/A	N/A	78/288,634	*

IP LICENSES

See "Holloway Intellectual Property Attachment" for its list of License Agreements.

COLLEGE	AGENCY
ALABAMA - TUSCALOOSA	CLC
ARKANSAS - FAYETTEVILLE	CLC
ARKANSAS STATE	CLC
AUBURN	CLC
BOISE STATE	CLC
BOSTON UNIVERSITY	CLC
CALIFORNIA - BERKELEY	CLC
CALIFORNIA - DAVIS	CLC
CALIFORNIA STATE - SACRAMENTO	CLC
CENTRAL WASHINGTON UNIVERSITY	CLC
CITADEL, THE	CLC
CLEMSON	CLC
COLGATE	CLC
COLORADO at COLORADO SPRINGS	CLC
COLORADO STATE - PUEBLO	CLC
COLORADO STATE	CLC
CONNECTICUT	CLC
CORNELL	CLC
DELAWARE	CLC
DUKE	CLC
EAST CAROLINA	CLC
FLORIDA	CLC
FLORIDA STATE	CLC
GEORGE WASHINGTON UNIVERSITY	CLC
GEORGETOWN UNIVERSITY	CLC
GEORGIA	CLC
GEORGIA STATE UNIVERSITY	CLC
GEORGIA TECH	CLC
HOWARD UNIVERSITY	CLC
ILLINOIS	CLC
KANSAS	CLC
KENTUCKY	CLC
LOUISIANA at LAFAYETTE	CLC
LOUISIANA TECH UNIVERSITY	CLC
LOUISVILLE	CLC
MARSHALL	CLC
MCNEESE STATE	CLC
MEMPHIS	CLC
MIAMI (FLORIDA)	CLC
MICHIGAN	CLC
MIDDLE TENNESSEE STATE	CLC
MINNESOTA - CROOKSTON	CLC
MINNESOTA	CLC
MISSISSIPPI (OLE MISS)	CLC
MISSOURI	CLC
MISSOURI STATE UNIVERSITY	CLC
MONTANA	CLC
MONTANA STATE - BILLINGS	CLC
MONTANA STATE - BOZEMAN	CLC
MONTANA STATE - NORTHERN	CLC
MONTANA WESTERN	CLC
MORGAN STATE UNIVERSITY	CLC
NEBRASKA	CLC

NEW HAMPSHIRE	CLC
NEW MEXICO	CLC
NEW YORK U.	CLC
NORTH CAROLINA - CHARLOTTE	CLC
NORTH CAROLINA	CLC
NORTH CAROLINA A & T STATE	CLC
NORTH CAROLINA CENTRAL	CLC
NORTH TEXAS	CLC
NORTHWESTERN STATE	CLC
NORTHWESTERN UNIVERSITY	CLC
NOTRE DAME	CLC
OKLAHOMA STATE	CLC
OLD DOMINION UNIVERSITY	CLC
PENN STATE	CLC
PITTSBURGH	CLC
PURDUE	CLC
RUTGERS	CLC
SAM HOUSTON STATE	CLC
SAN JOSE STATE UNIVERSITY	CLC
SOUTH CAROLINA	CLC
SOUTH FLORIDA	CLC
SOUTHERN ILLINOIS	CLC
SOUTHERN UTAH	CLC
SPELMAN COLLEGE	CLC
ST. BONAVENTURE	CLC
ST. CLOUD STATE UNIVERSITY	CLC
STANFORD UNIVERSITY	CLC
STEPHEN F. AUSTIN STATE	CLC
SYRACUSE	CLC
TENNESSEE - CHATTANOOGA	CLC
TENNESSEE - MARTIN	CLC
TEXAS A & M	CLC
TEXAS TECH	CLC
TUSKEGEE UNIVERSITY	CLC
U.C.L.A.	CLC
U.S. AIR FORCE ACADEMY	CLC
U.S. MILITARY ACADEMY (West Point)	CLC
UTAH	CLC
UTAH STATE	CLC
VANDERBILT UNIVERSITY	CLC
VIRGINIA	CLC
VIRGINIA COMMONWEALTH	CLC
WASHINGTON (10%)	CLC
WASHINGTON STATE	CLC
WAYNE STATE UNIVERSITY	CLC
WEBER STATE	CLC
WEST VIRGINIA	CLC
WESTERN KENTUCKY	CLC
WISCONSIN - MADISON	CLC
WYOMING	CLC
ASHLAND	INDEP
CALIFORNIA - IRVINE	INDEP
CALIFORNIA - MERCED	INDEP
CARNEGIE MELLON UNIVERSITY	INDEP
DAKOTA STATE UNIVERSITY	INDEP

DARTMOUTH COLLEGE	INDEP
DELTA STATE UNIVERSITY	INDEP
FORDHAM UNIVERSITY	INDEP
FURMAN UNIVERSITY	INDEP
GEORGIA SOUTHERN	INDEP
ILLINOIS WESLEYAN	INDEP
INDIANA	INDEP
INDIANA UNIV OF PA	INDEP
IOWA	INDEP
JOHN CARROLL	INDEP
LOYOLA COLLEGE OF MARYLAND	INDEP
LOYOLA UNIVERSITY - NEW ORLEANS	INDEP
MICHIGAN STATE	INDEP
MICHIGAN TECH	INDEP
MINNESOTA - DULUTH	INDEP
NORTHERN MICHIGAN	INDEP
NORTHWEST MISSOURI STATE	INDEP
OHIO STATE	INDEP
PITTSBURG STATE (KS)	INDEP
PRAIRIE VIEW A & M	INDEP
SAN FRANCISCO (UNIV. OF)	INDEP
SAN FRANCISCO STATE UNIV.	INDEP
SOUTH DAKOTA STATE	INDEP
SOUTHERN CALIFORNIA	INDEP
SOUTHERN INDIANA	INDEP
SOUTHERN MISSISSIPPI	INDEP
TARLETON STATE	INDEP
TEXAS SOUTHERN	INDEP
WAYNE STATE COLLEGE (PAW LOGO ONLY)	INDEP
WESTERN STATE COLLEGE OF COLORADO	INDEP
WISCONSIN - RIVER FALLS	INDEP
AKRON - FEAR THE ROO	LRG
AKRON	LRG
ALABAMA - BIRMINGHAM	LRG
ALABAMA - HUNTSVILLE	LRG
APPALACHIAN STATE	LRG
AUSTIN PEAY STATE UNIVERSITY	LRG
BALL STATE	LRG
BAYLOR UNIVERSITY	LRG
CALIFORNIA - SANTA BARBARA	LRG
CALIFORNIA STATE - FULLERTON	LRG
CALIFORNIA STATE - LONG BEACH	LRG
CANISIUS	LRG
CENTRAL MICHIGAN	LRG
DAYTON	LRG
DELAWARE STATE	LRG
DENISON	LRG
EASTERN KENTUCKY	LRG
EASTERN WASHINGTON	LRG
EMPORIA STATE UNIVERSITY	LRG
EVANSVILLE	LRG
FLORIDA GULF COAST UNIVERSITY	LRG
GARDNER-WEBB UNIVERSITY	LRG
GRAND VALLEY STATE UNIVERSITY	LRG
ILLINOIS STATE	LRG

IOWA STATE	LRG
KANSAS STATE UNIVERSITY	LRG
KENT STATE	LRG
KENYON COLLEGE	LRG
LOYOLA UNIVERSITY - CHICAGO	LRG
MAINE (UNIV. OF)	LRG
MIAMI (OXFORD, OHIO)	LRG
MINNESOTA STATE - MANKATO	LRG
MISSISSIPPI STATE	LRG
MISSOURI VALLEY CONFERENCE	LRG
MONMOUTH COLLEGE	LRG
MOREHEAD STATE UNIVERSITY	LRG
MOUNT UNION COLLEGE	LRG
MURRAY STATE UNIVERSITY	LRG
NORTH CAROLINA - ASHEVILLE	LRG
NORTH CAROLINA - WILMINGTON - ATHLETIC MARK	LRG
NORTH CAROLINA - WILMINGTON - BASEBALL MARK	LRG
NORTH CAROLINA - WILMINGTON	LRG
NORTH CAROLINA STATE	LRG
NORTH DAKOTA - SIOUX LOGO	LRG
NORTH FLORIDA	LRG
NORTHERN ILLINOIS	LRG
OHIO UNIVERSITY	LRG
SOUTHEAST MISSOURI STATE	LRG
SOUTHEASTERN LOUISIANA UNIVERSITY	LRG
SUNY COLLEGE OF FREDONIA	LRG
TENNESSEE TECH	LRG
VALPARAISO	LRG
VERMONT	LRG
WASHINGTON UNIVERSITY in St. Louis	LRG
WESTERN CAROLINA UNIVERISTY	LRG
WESTERN ILLINOIS	LRG
WICHITA STATE UNIVERSITY	LRG
WISCONSIN - GREEN BAY	LRG
WISCONSIN - LA CROSSE	LRG
WISCONSIN - MILWAUKEE	LRG
WISCONSIN - MILWAUKEE PANTHER HEAD (10%)	LRG
WISCONSIN - PLATTEVILLE	LRG
WISCONSIN - STEVENS POINT	LRG
WISCONSIN - WHITEWATER	LRG
WRIGHT STATE	LRG
YOUNGSTOWN STATE	LRG
ANGELO STATE UNIVERSITY	SMA
ARKANSAS - MONTICELLO	SMA
ARKANSAS - PINE BLUFF	SMA
BELMONT UNIVERSITY	SMA
BETHUNE-COOKMAN UNIVERSITY	SMA
BLOOMSBURG UNIVERSITY	SMA
BRIDGEWATER STATE COLLEGE	SMA
CALIFORNIA STATE - CHANNEL ISLANDS	SMA
CALIFORNIA STATE - DOMINGUEZ HILLS	SMA
CALIFORNIA STATE - SAN BERNARDINO	SMA
CARROLL COLLEGE	SMA
CASTLETON STATE COLLEGE	SMA
CENTRAL MISSOURI (UNIVERSITY OF)	SMA

CLARION	SMA
CLEVELAND STATE UNIVERSITY	SMA
DUQUESNE UNIVERSITY	SMA
EAST TENNESSEE STATE	SMA
ELIZABETH CITY STATE UNIVERSITY	SMA
FAIRFIELD UNIVERSITY	SMA
FITCHBURG STATE COLLEGE	SMA
FRAMINGHAM STATE COLLEGE	SMA
INDIANA UNIV. - PURDUE UNIV.	SMA
INDIANAPOLIS (UNIV OF)	SMA
IVY TECH STATE COLLEGE	SMA
JACKSON STATE UNIVERSITY	SMA
JACKSONVILLE STATE UNIVERSITY	SMA
JACKSONVILLE UNIVERSITY	SMA
KENNESAW STATE	SMA
KUTZTOWN UNIVERSITY	SMA
LAMAR UNIVERSITY	SMA
LEHIGH UNIVERSITY	SMA
LINCOLN UNIVERSITY (LINCOLN, PA)	SMA
LOYOLA MARYMOUNT UNIVERSITY	SMA
MARYLAND, BALTIMORE COUNTY	SMA
MASSACHUSETTS COLLEGE OF LIBERAL ARTS	SMA
MASSACHUSETTS MARITIME ACADEMY	SMA
MILLIKIN UNIVERSITY	SMA
MISSISSIPPI VALLEY STATE	SMA
MISSOURI SOUTHERN STATE UNIV.	SMA
MONTANA TECH	SMA
MONTEVALLO (UNIV OF)	SMA
MOREHOUSE COLLEGE	SMA
NEBRASKA - KEARNEY	SMA
NEBRASKA - OMAHA	SMA
NORTH ALABAMA	SMA
NORTHERN KENTUCKY	SMA
RAMAPO COLLEGE OF NEW JERSEY	SMA
ROLLINS COLLEGE	SMA
ROWAN UNIVERSITY	SMA
SALEM STATE COLLEGE	SMA
SAVANNAH STATE UNIVERSITY	SMA
SIENNA COLLEGE	SMA
SLIPPERY ROCK	SMA
SOUTH ALABAMA	SMA
SOUTH CAROLINA - UPSTATE	SMA
STETSON UNIVERSITY	SMA
TENNESSEE STATE	SMA
TEXAS - ARLINGTON	SMA
TEXAS - DALLAS	SMA
TEXAS - SAN ANTONIO	SMA
TEXAS A & M - COMMERCE	SMA
TEXAS STATE TECHNICAL COLLEGE	SMA
TROY UNIVERSITY	SMA
VIRGINIA COLLEGE AT WISE	SMA
VIRGINIA STATE	SMA
WASHBURN UNIVERSITY	SMA
WESLEYAN UNIVERSITY	SMA
WEST FLORIDA	SMA

WEST TEXAS A & M UNIVERSITY	SMA
WEST VIRGINIA STATE	SMA
WESTFIELD STATE COLLEGE	SMA
WORCESTER STATE COLLEGE	SMA
CONCORDIA COLLEGE - MOORHEAD, MN	USLC
MINNESOTA STATE - MOORHEAD	USLC
NORTH DAKOTA STATE COLLEGE OF SCIENCE	USLC