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
GFSI, Inc.		11/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3592534	AMERICAN CLASSIC SPORTSWEAR BY GFSI, INC.
Registration Number:	2326248	BIG COTTON
Registration Number:	3037350	G GEAR FOR SPORTS
Registration Number:	1674293	GEAR FOR SPORTS
Registration Number:	3734925	GEAR FOR SPORTS
Registration Number:	3064160	GEAR FOR SPORTS CLUB HOUSE PIQUE
Registration Number:	2627713	GFS CO.ED
Registration Number:	2098391	GS
Registration Number:	2096115	GS
Registration Number:	2848924	LUXE TOUCH
Registration Number:	3535082	MONDAY'S LAUNDRY
Registration Number:	1665340	NO NAME SAYS YOUR NAME LIKE OUR NAME
Registration Number:	3355588	OL II
Registration Number:	1016367	WINNING WAYS
		TRADEMARK

Serial Number:	77810139	HOMETOWN CLASSICS
CORRESPONDENCE DAT	A	
Fax Number:	(212)455-2502	
Correspondence will be ser	nt via US Mail wl	hen the fax attempt is unsuccessful.
Phone:	(212) 455-7976	
Email:	ksolomon@stbl	aw.com
Correspondent Name:	Mindy M. Lok, E	Esq.
Address Line 1:	Simpson Thach	ner & Bartlett LLP
Address Line 2:	425 Lexington	Avenue
Address Line 4:	New York, NE	W YORK 10017
ATTORNEY DOCKET NUM	IBER:	509265/1392
NAME OF SUBMITTER:		Mindy M. Lok
Signature:		/ml/
Date:		11/19/2010
Total Attachments: 17 source=GFSITSI#page1.tif source=GFSITSI#page2.tif source=GFSITSI#page3.tif source=GFSITSI#page4.tif source=GFSITSI#page5.tif source=GFSITSI#page6.tif source=GFSITSI#page7.tif source=GFSITSI#page8.tif source=GFSITSI#page9.tif source=GFSITSI#page10.tif source=GFSITSI#page11.tif source=GFSITSI#page12.tif source=GFSITSI#page13.tif source=GFSITSI#page13.tif source=GFSITSI#page14.tif source=GFSITSI#page15.tif source=GFSITSI#page15.tif source=GFSITSI#page16.tif source=GFSITSI#page17.tif	f f f f f	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2010 (this "<u>Agreement</u>"), is made by GFSI, Inc., a Delaware corporation (the "<u>Grantor</u>"), in favor of JPMORGAN CHASE BANK, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "<u>Collateral Agent</u>") for each of the Secured Parties.

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of December 10, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, Barclays Bank PLC and Goldman Sachs Credit Partners L.P. as the Co-Documentation Agents, Bank of America, N.A. and HSBC Securities (USA) Inc., as the Co-Syndication Agents, the Administrative Agent, the Collateral Agent, and J.P. Morgan Securities Inc., Bank of America Securities LLC, HSBC Securities (USA) Inc. and Barclays Capital as the Joint Lead Arrangers and Joint Bookrunners, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of December 10, 2009, as supplemented by the Supplement thereto, dated as of November 1, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "<u>Trademark Collateral</u>"):
 - (a) (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or

acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications (except for any such applications filed pursuant to 15 U.S.C. § 1051(b) unless and until a "Statement of Use" has been filed in respect of such application) in the United States Patent and Trademark Office, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "<u>Trademarks</u>"), including those Trademarks referred to in <u>Item A</u> of <u>Schedule I</u>;

- (b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any Trademark (each a "<u>Trademark License</u>"), including each Trademark License referred to in <u>Item B</u> of <u>Schedule I</u>;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in <u>clause (a)</u> and, to the extent applicable, <u>clause (b)</u>;
- (d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in <u>clause (a)</u> and, to the extent applicable, <u>clause (b)</u> or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and
- (e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole request and expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>Loan Document</u>. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer, solely in such capacity and not as an individual, as of the date first above written.

GFSI, INC.
By: / / / / / / / / / / / / / / / / / / /
Name: Richard D. Moss
Title: Vice President and Treasurer
JPMORGAN CHASE BANK, N.A., as Collateral Agent
By:
Name:
Title:

REEL: 004419 FRAME: 0006

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer, solely in such capacity and not as an individual, as of the date first above written.

GFSI, INC.

By: Name: Richard D. Moss

Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:

Title:

James A. Knight Vice President

Item A. Trademarks

Registered Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
AMERICAN CLASSIC SPORTSWEAR BY GFSI, INC.	U.S.	77/343801 12/4/2007	3592534 3/17/2009	GFSI, Inc. (Delaware corp.)
BIG COTTON	U.S.	75/655223 3/8/1999	2326248 3/7/2000	GFSI, Inc. (Delaware corp.)
G GEAR FOR SPORTS and Design	U.S.	76/614477 10/1/2004	3037350 1/3/2006	GFSI, Inc. (Delaware corp.)
GEAR FOR SPORTS	U.S.	73/692639 10/30/1987	1674293 2/4/1992	GFSI, Inc. (Delaware corp.)
GEAR FOR SPORTS and Design	U.S.	77/538040 8/4/2008	3734925 1/5/2010	GFSI, Inc. (Delaware corp.)
GEAR FOR SPORTS CLUB HOUSE PIQUE	U.S.	76/578940 3/2/2004	3064160 2/28/2006	GFSI, Inc. (Delaware corp.)
GFS CO.ED	U.S.	76/234933 4/4/2001	2627713 10/1/2002	GFSI, Inc. (Delaware corp.)
GS Design	U.S.	75/146544 8/7/1996	2098391 9/16/1997	GFSI, Inc. (Delaware corp.)
GS Design	U.S.	75/145742 8/6/1996	2096115 9/9/1997	GFSI, Inc. (Delaware corp.)
LUXE TOUCH	U.S.	76/474990 12/10/2002	2848924 6/1/2004	GFSI, Inc. (Delaware corp.)
MONDAY'S LAUNDRY	U.S.	77/292456 9/30/2007	3535082 11/18/2008	GFSI, Inc. (Delaware corp.)
NO NAME SAYS YOUR NAME LIKE OUR NAME	U.S.	74/103350 10/5/1990	1665340 11/19/1991	GFSI, Inc. (Delaware corp.)

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
OL II	U.S.	77/145503 3/31/2007	3355588 12/18/2007	GFSI, Inc. (Delaware corp.)
WINNING WAYS	U.S.	73/022812 5/30/1974	1016367 7/22/1975	GFSI, Inc. (Delaware corp.)

Pending Trademark Applications

Mark	Jurisdiction	Serial No./Filing Date	
HOMETOWN CLASSICS	U.S.	77/810139 8/21/2009	GFSI, Inc. (Delaware corp.)

Item B. Trademark Licenses

(a) Non-exclusive Trademark Licenses

				Effective	Expiration
Title	Trademark(s)	Licensor	Licensee	Date	Date
Standard Retail	Marks and Indicia of NCAA	Collegiate Licensing	GFSI, Inc. d/b/a	December	June 30,
Product License	Schools,	Company	Gear For Sports.	16, 2004	2011
Agreement and	as identified in the Standard				
Addendum	Product License Agreement				
NCAA	NCAA Indicia as indicated in	Collegiate Licensing	GFSI, Inc. d/b/a	March 2,	June 30,
Championship	the agreement	Company	Gear For Sports	2010	2011
License					
Agreement					
NCAA	NCAA Indicia as indicated in	Collegiate Licensing	CC Products, Inc.	July 1,	June 30,
Championship	the agreement	Company	d/b/a Champion	2008	2011
License			Custom Products		
Agreement	Maria and Tadisia a CNICIA A	Calleriate I in main	CC Doo to to Lo	Daniel	I 20
Standard Retail Product License	Marks and Indicia of NCAA Schools.	Collegiate Licensing	CC Products, Inc.	December	June 30, 2011
Agreement and	as identified in the Standard	Company	d/b/a Champion Custom Products	16, 2004	2011
Addenda	Product License Agreement		Custom Froducts		
Conference Retail	Identifying Indicia of	Collegiate Licensing	Gear For Sports	November	June 30,
Product License	conferences and collegiate	Company	Gear For Sports	25, 2003	2011
	institutions as listed on	Company		23, 2003	2011
Agreement and					
Addenda	Appendix B				
Addendum to the	Identifying Indicia of	Collegiate Licensing	Champion	November	June 30,
Conference Retail	conferences and collegiate	Company	Custom Products	25, 2003	2011
Product License	institutions as listed on				
Agreement and	Appendix B				
Addenda					

Standard License Agreement and Addendum	Universities' Marks, as identified in the Standard License Agreement	Licensing Resource Group, Inc.	Champion Custom Products	May 30, 2006	June 30, 2011 [Automatically renews for one year terms]
Standard License Agreement and Addendum	Universities' Marks, as identified in the Standard License Agreement	Licensing Resource Group, Inc.	GFSI, Inc.	May 30, 2006	June 30, 2011 [Automa- tically renews for one year terms]
License Agreement	NFHS marks, as described in Schedule H to the Agreement	Licensing Resource Group, Inc.	GFSI, Inc.	January 1, 2010	December 31, 2014
Trademark License Agreement, as amended	Harvard Marks, as identified in the Trademark License Agreement	President and Fellows of Harvard College	Champion Custom Products	January 1, 2009	December 31, 2011
Trademark License Agreement	Harvard Marks, as identified in the Trademark License Agreement	President and Fellows of Harvard College	GFSI, Inc. — Under Armour	January 1, 2009	December 31, 2011
Trademark License Agreement	Harvard Marks, as identified in the Trademark License Agreement	President and Fellows of Harvard College	GFSI, Inc. d/b/a Gear For Sports	January 1, 2009	December 31, 2011
Trademark License Agreement	MIT Marks, as identified in the Trademark License Agreement	Massachusetts Institute of Technology	Champion Custom Products	November 12, 2008	November 12, 2010
Trademark License Agreement	MIT Marks, as identified in the Trademark License Agreement	Massachusetts Institute of Technology	Gear For Sports	November 12, 2008	November 12, 2010
Trademark License Agreement	MIT Marks, as identified in the Trademark License Agreement	Massachusetts Institute of Technology	GFSI, Inc. (d/b/a Under Armour)	November 12, 2008	November 12, 2010
Michigan State University Trademark License Agreement	MICHIGAN STATE UNIVERSITY; MICHIGAN STATE; MSU; STATE; BLOCK S EMBLEM;	Michigan State University	GFSI, Inc. (Under Armour by GFSI, Inc.)	January 1, 2009	December 31, 2011
Michigan State University Addendum to the NonExclusive Trademark License	MICHIGAN STATE UNIVERSITY; MICHIGAN STATE; MSU; STATE; SPARTANS; IT'S GREAT AT STATE; Block S Emblem; Contemporary Spartan Helmet Emblem; Spartan Football Helmet Emblem;	Michigan State University	Champion Products, Inc.	January 1, 2003	December 31, 2011

	Sparty Mascot Emblem				
Michigan State University Addendum to the NonExclusive Trademark License	Michigan State University marks	Michigan State University	Gear For Sports	January 1, 2009	December 31, 2011
The University of Iowa Trademark Licensing Program Nonexclusive License	University of Iowa trademarks [note: details regarding marks not specified in agreement]	University of Iowa	GFSI, Inc. (d/b/a Gear For Sports/Champion Custom Products/Under Armour by GFSI)	January 1, 2008	Automatical ly renews on January 1 of each year
Non-Exclusive License Agreement to Use Certain Marks of the University of Massachusetts Amherst	Certain University Marks of the University of Massachusetts Amherst [note: details regarding marks not specified in agreement]	University of Massachusetts	Champion Custom Products	April 1, 2010	March 31, 2013
Non-Exclusive License Agreement to Use Certain University Marks of the University of Massachusetts Amherst	Certain University Marks of the University of Massachusetts Amherst [note: details regarding marks not specified in agreement]	University of Massachusetts	GFSI, Inc.	April 1, 2010	March 31, 2013
License and Distribution Agreement	UNDER ARMOUR; UA UNDER ARMOUR (& design); UA; UNDER ARMOUR METAL; UA METAL; UA METAL & design;	Under Armour, Inc.	GFSI, Inc. d/b/a Gear for Sports	January 1, 2006	December 31, 2011
License and Distribution Agreement, as amended	UNDER ARMOUR UNDER ARMOUR & Design Mark UNDER ARMOUR Design Mark	Under Armour, Inc.	GFSI, Inc. d/b/a Gear for Sports	January 1, 2011	December 31, 2015
Trademark License Agreement	MARINE CORPS; U.S. MARINE CORPS; MARINES; USMC; USMC Eagle Globe & Archor/USMC Emblem Design; Marine Corps Coast of Arms Design	United States Marine Corps	GFSI, Inc.	December 10, 2009	December 10, 2014
License Agreement	PGA Tour Licensed Indicia, as identified in the License Agreement	IMG Worldwide, Inc. on behalf of PGA TOUR, Inc.	Gear For Sports, Inc.	January 1, 2009	December 31, 2010

License Agreement	PGA Tour Licensed Marks, as identified in the License Agreement	IMG Worldwide, Inc. on behalf of PGA TOUR, Inc.	Under Armour, a division of Gear for Sports, Inc.	January 1, 2009	December 31, 2010
Minor League Baseball License Agreement	MLB Marks, as identified in the Major League Baseball License Agreement	Major League Baseball Properties, Inc.	GFSI, Inc.	January 1, 2010	December 31, 2012
Yale University Trademark License Agreement	Yale Marks, as identified in the Yale University Trademark License Agreement	Yale University	Under Armour	January 1, 2009	December 31, 2011
Yale University Trademark License Agreement	Yale Marks, as identified in the Yale University Trademark License Agreement	Yale University	GFSI, Inc.	January 1, 2009	December 31, 2011
Yale University Trademark License Agreement	Yale Marks, as identified in the Yale University Trademark License Agreement	Yale University	Champion Custom Products	January 1, 2009	December 31, 2011
Master Manufacturers' Agreement and Addendum	U.S. OPEN; U.S. OPEN CHAMPIONSHIP; UNITED STATES OPEN; UNITED STATES OPEN CHAMPIONSHIP; THE OPEN; THE NATIONAL OPEN; NATIONAL CHAMPIONSHIP; U.S. SENIOR OPEN; U.S. SENIOR OPEN CHAMPIONSHIP; UNITED STATES SENIOR OPEN; UNITED STATES SENIOR OPEN; THE NATIONAL SENIOR OPEN; Championship Combined Logo	United States Golf Association	Gear For Sports as (GFSI, Incorporated)	January 13, 1998	December 31, 2012
License Agreement, as amended	Licensed Marks, as described in Schedule A of the License Agreement	HBI Branded Apparel Enterprises, LLC	CC Products, Inc.; CCP Acquisition, Inc.; GFSI, Inc.	July 1, 2001	June 30, 2016
Licensing Agreement to Use Licensed Indicia of Member Universities and Addendum	Member University Marks and Indicia, as described in the Licensing Agreement	Strategic Marketing Affiliates	Gear for Sports, Inc	May 1, 2003	March 31, 2011
Licensing Agreement to Use Licensed	Member University Marks and Indicia, as described in the Licensing Agreement	Strategic Marketing Affiliates	Champion Custom Products	May 1, 2003	March 31, 2011

Indicia of	T	<u> </u>	I	ı	1
Indicia of Member					1
Universities and					
Addendum					
Licensing	Member University Marks and	Strategic Marketing	Under Armour by	December	December
Agreement to	Indicia, as described in the	Affiliates	GFSI, Inc.	4, 2007	31, 2010
Use Licensed	Licensing Agreement	1 11111111111		., 2007	101,2010
Indicia of					
Member					
Universities and					
Addendum					
License	GEAR FOR SPORTS;	GFSI, Inc.	Bonmax Co., Ltd.	October	December
Agreement and	BIG COTTON;			27, 1998	31, 2010
Addendum	BRIDGEPORT LEATHER				
	PRODUCTS;				
	REPUBLIC METAL				
G T:	PRODUCTS	T 11 D C 1 1			, , , , , , , , , , , , , , , , , , ,
Gear License	LPGA marks, as indicated in	Ladies Professional Golf Association	Gear For Sports,	January 1,	December
Agreement	Exhibit A of the Agreement	Golf Association	Inc.	2010	31, 2011
University of	University of Pennsylvania	The Trustees of the	GFSI, Inc. d/b/a	July 1,	June 30,
Pennsylvania	marks, as indicated in Exhibit	University of	Gear For Sports	2010	2011
Trademark	A to the Agreement	Pennsylvania	Gear For Sports	2010	2011
License	Trio die rigreement	1 omisyrvama			
<u> Litering</u>					
Non-Exclusive	ALCORN STATE	Alcorn State	GFSI, Inc.	October	June 30,
Licensing	UNIVERSITY;	University		21, 2008	2010
	ASU;				
Agreement	ALCORN & A Design Mark				[with
					automatic
					renewals for
					one year
					periods]
Standard License	Davis Ctata University Marks	Bowie State	CECL Inc	November	November
Agreement	Bowie State University Marks including:	University	GFSI, Inc. (Champion	20, 2009	20, 2010
Agreement	mending.	University	Products)	20, 2009	20, 2010
	BOWIE STATE		1 Toducts)		
	UNIVERSITY IN				
	MARYLAND;				
	BOWIE STATE				
	UNIVERSITY;				
	BSU;				
	BOWIE STATE;				
	BULLDOGS				
License	California State University,	Research	Champion	December	December
Agreement	Chico marks as indicated in	Foundation of	Custom Products	16, 2009	16, 2011
	Schedule A of the Agreement	California State			1
Revocable	with California State	University, Chico			1
License to Use	University, Chico				
the Name and					
Symbols of					
California State					
University, Chico					

License Agreement Revocable License to Use the Name and Symbols of California State University, Chico	California State University, Chico marks as indicated in Schedule A of the Agreement with California State University, Chico	California State University, Chico	Gear For Sports	March 30, 2009	March 30, 2011
Licensing Agreement	Central State University Marks, as indicated in Schedule A of the Agreement	Central State University	GFSI, Inc.	April 28, 2009	April 27, 2011
Non-Exclusive Collegiate Licensing Agreement	Dakota State University Marks [note: details regarding marks not specified in agreement]	Dakota State University	Gear For Sports, Inc.	April 17, 2009	April 17, 2010 [automatical ly renewed each year for one year terms]
Standard License Agreement	Loyola Indicia, including LOYOLA UNIVERSITY MARYLAND; LOYOLA UNIVERSITY; and GREYHOUNDS	Loyola University Maryland, Inc.	GFSI, Inc.	June 1, 2010	December 31, 2010
UC Merced License Agreement and Addenda	UC Merced marks, as defined in Schedule A to Amendment No. 5 of the UC Merced License Agreement	The Regents of the University of California on behalf its Merced campus	Gear For Sports/GFSI	April 1, 2006	March 31, 2011
Standard UCSC License Agreement	UCSC marks, as indicated in Exhibit A to the Agreement	The Regents of the University of California, through the Bay Tree Bookstore, an Auxiliary Enterprise of the University of California, Santa Cruz	Gear For Sports	March 7, 2000	n/a [agreement is revocable with 90 days notice]
Non-Exclusive, Revocable License to Use Licensed Marks of the University of Wisconsin Oshkosh	University of Wisconsin Oshkosh marks as indicated to Schedule B	University of Wisconsin Oshkosh	GFSI, Inc. (d/b/a Gear For Sports/ Champion Custom Products/Under Armour by GFSI)	September 2, 2008	n/a [agreement is revocable]
National Apparel License Agreement	ECHL Member Teams' marks, as indicated in Exhibit B	ECHL Properties, LLC	GFSI, Inc.	May 1, 2010	April 30, 2013

National Headwear License Agreement	ECHL Member Teams' marks, as indicated in Exhibit B	ECHL Properties, LLC	GFSI, Inc.	May 1, 2010	April 30, 2013
Agreement	NATIONAL BASEBALL HALL OF FAME AND MUSEUM & Design Mark as indicated in Appendix B	National Baseball Hall of Fame and Museum, Inc.	GFSI, Inc.	August 1, 2008	December 31, 2011
Retail Product License Agreement	NBA marks and mascots, as indicated on Exhibits A and B	NBA Properties, Inc.	Gear For Sports	October 1, 2009	September 30, 2011
Princeton University Trademark License Agreement	Princeton University marks, as indicated in Exhibit A	Trustees of Princeton University	Champion Custom Products, Inc.	April 1, 2010	April 1, 2012
Princeton University Trademark License Agreement	Princeton University marks, as indicated in Exhibit A	Trustees of Princeton University	Gear For Sports	April 1, 2010	April 1, 2012
Princeton University Trademark License Agreement	Princeton University marks, as indicated in Exhibit A	Trustees of Princeton University	GFSI, Inc. – Under Armour	April 1, 2010	April 1, 2012
Non-Exclusive License	Saginaw Valley State University marks [note: details regarding marks not specified in agreement]	Saginaw Valley State University	Winning Ways, Inc. and its div. Gear For Sports	March 31, 1993	March 31, 1994 [automatical ly renews for one year periods]
Licensed Agreement to Use Licensed Indicia	San Francisco State University marks	Trustees of the California State University, on behalf of San Francisco State University	GFSI, Inc.	November 20, 2009	November 20, 2012
Revocable Nonexclusive License to Certain Indicia of South Dakota University	South Dakota State Indicia as identified in Appendix A of the Agreement	South Dakota State University	CC Products, Inc. d/b/a Champion Custom Products	November 15, 2001	November 15, 2002 [automatical ly renews for one year periods]

Revocable Nonexclusive License to Certain Indicia of South Dakota University	South Dakota State Indicia as identified in Appendix B of the Agreement	South Dakota State University	Winning Ways, Inc./Gear For Sports, Inc.	March 30, 1993	March 31, 1994 [automatical ly renews for one year periods]
License Agreement	Tarleton State University marks, as indicated in Attachment A	Tarleton State University	GFSI, Inc. d/b/a Gear For Sports and Champion Custom Products	February 7, 2004	February 7, 2006 [automatical ly renews for one year periods]
Licensing Agreement	Marks, as indicated in Appendix A to the Agreement	Co-op Store, Indiana University of Pennsylvania	Gear For Sports	June 19, 2002	June 19, 2003 [automatical ly renews for one year periods]
Virginia Polytechnic Institute and State University	Virginia Polytechnic Institute and State University marks as indicated on Attachment B to the agreement	Virginia Polytechnic Institute and State University	Gear For Sports/Champion Custom Products dba Under Armour	January 17, 2006	July 1, 2011 [renews for one year terms]
Nonexclusive license agreement	Georgia College & State University marks as indicated in Exhibit A to the agreement	Georgia College & State University	GFSI, Inc. (dba Champion Custom Products)	November 8, 2004	n/a [agreement is revocable]
Amendment to License Agreement	Fordham University marks	Fordham University	GFSI, Inc.	July 8, 2008	July 31, 2011
Amendment to License Agreement	Fordham University marks	Fordham University	Champion Custom Products	July 8, 2008	July 31, 2011
Non-Exclusive License Agreement	GSU Marks as described in Exhibit A to the agreement	Board of Regents of the University System of Georgia (Georgia Southern University)	GFSI, Inc.	January 1, 2010	December 31, 2010
Amendment to License Agreement	Michigan Technological University marks	Michigan Technological University	Gear For Sports	December 31, 2006	December 31, 2010

Agreement Use of the Presbyterian College Trademark / Logo	Presbyterian marks as indicated on Appendix A	Presbyterian College	Gear for Sports	September 1, 2007	August 31, 2008 [automatical ly renews in one year intervals]
Licensing Agreement for Use of University Trademarks and Tradenames	Shippensberg University of Pennsylvania Marks and Names as set forth in attachment #1 to the agreement	Shippensberg University of Pennsylvania	CC Products dba Champion Custom Products	December 17, 2009	December 17, 2014
Licensing Agreement for Use of University Trademarks and Tradenames	Shippensberg University of Pennsylvania Marks and Names as set forth in attachment #1 to the agreement	Shippensberg University of Pennsylvania	Gear For Sports	December 17, 2009	December 17, 2014
Amendment to the Tufts License Agreement	Tufts University marks	Tufts University	GFSI, Inc. (dba Gear for Sports, dba Champion Custom Products)	December 15, 2001	January 1, 2011
Amendment to the USCD license agreement	UCSD marks	The Regents of the University of California, acting for and on behalf of the San Diego campus	Champion Products (CC Products, Inc.)	December 15, 2003	December 31, 2010
Amendment to the USCD license agreement	UCSD marks	The Regents of the University of California, acting for and on behalf of the San Diego campus	Gear for Sports (Under Amour)	December 15, 2003	December 31, 2010
Non exclusive license	University of Minnesota- Duluth marks	The Regents of the University of Minnesota	Winning Ways, Inc. & its division Gear for Sports	October 7, 1992	Automatical ly renews for 1 year terms
Licensing Agreement	University of Wisconsin-River Falls trademarks	University of Wisconsin-River Falls	Champion Custom Products	September 16, 2008	Not listed
Licensing Agreement	University of Wisconsin-River Falls trademarks	University of Wisconsin-River Falls	GFSI, Inc. (Gear for Sports)	September 16, 2008	Not listed

Licensing Agreement	University of Wisconsin-River Falls trademarks	University of Wisconsin-River Falls	GFSI, Inc. (Under Armour by GFSI, Inc.)	September 16, 2008	Not listed
Nonexclusive license	Wayne State marks and indicia	Board of Trustees of Wayne State College	Gear For Sports	November 17, 2003	Automatical ly renews for one year terms
Trademark License Agreement	Air Force Marks as indicated on Schedule A of the agreement	Department of the Air Force, an agency of the United States government	Gear For Sports, Champion, Under Armour	[date not indicated on agreement]	5 years
Trademark License Agreement	Marine Corps marks as indicated on Schedule A to the agreement	United States Marine Corps, an agency of the United States government	GFSI, Inc.	December 10, 2009	December 10, 2014
Licensing Agreement	AHL marks and member marks as identified in §1(a) of the agreement	American Hockey League	GFSI Inc. (DBA Gear For Sports, Champion Custom Products)	July 1, 2010	June 30, 2012
AF1 National License Agreement	Arena Football One and Member team marks and indicia as indicated on Exhibit A to the agreement	AF1, LLC	GFSI, Inc.	January 1, 2010	December 31, 2010
National Lacrosse League Licensing Agreement	National Lacrosse League marks	National Lacrosse League Inc.	Gear for Sports	January 1, 2010	June 30, 2011
GMNAO License Agreement and Addendum	CHEVROLET; CORVETTE; VETTE; Z06; CORVETTER 50TH ANNIVERSARY LIMITED EDITION; CORVETTE C6	General Motors Corporation	GFSI, Inc. d/b/a Gear For Sports, Inc. and Champion Custom Products	August 1, 2005	September 30, 2011
Retail License Agreement	NHL Marks, including Vintage Hockey Marks	NHL Enterprises, L.P.	Gear for Sports	July 1, 2010	June 30, 2012

Trademark License Agreement	INDIANA UNIVERSITY INDIANA INDIANA HOOSIERS INDIANA BASKETBALL IU INDIANA UNIVERSITY PURDUE UNIVERSITY INDIANAPOLIS IUPUI IUPUI JAGUARS INDIANA UNIVERSITY KOKOMO INDIANA UNIVERSITY SOUTH BEND INDIANA UNIVERSITY EAST INDIANA UNIVERSITY NORTHWEST	Trustees of Indiana University	GFSI, Inc.	January 1, 2009	June 30, 2011 [automatical ly renews for one-year terms]
	Indiana Logos as indicated on Exhibit A to the agreement				
Apparel License Agreement	Major League Baseball marks as described in Schedule D to the agreement	Major League Baseball Properties, Inc.	GFSI, Inc.	November 1, 2007	October 31, 2010

(b) Exclusive Trademark Licenses

None.

RECORDED: 11/19/2010