

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.		10/13/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	225 Franklin Street
Internal Address:	MA1-225-02-05
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 21

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:	3209183	AUTHENTIC PIGMENT
Registration Number:	2930590	AUTHENTIC PIGMENT
Registration Number:	2985778	DEVON & JONES
Registration Number:	3211051	DEVON & JONES BLUE
Registration Number:	2903276	EARTH COLLECTION
Registration Number:	3230204	APPLES & ORANGES
Registration Number:	3003365	BRODER

CH \$540.00 3067404

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**TRADEMARK
 REEL: 004419 FRAME: 0378**

Registration Number:	3056846	BRODER
Registration Number:	3009710	CHESTNUT HILL
Registration Number:	3056852	GREAT REPUBLIC
Registration Number:	3319005	HARRITON
Registration Number:	3308802	WINTERCEPT
Registration Number:	3694950	DEVON & JONES SPORT
Serial Number:	77583874	DEVON JONES
Serial Number:	77637634	ECO EARTH FRIENDLY APPAREL

CORRESPONDENCE DATA

Fax Number: (703)519-1821
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7034151555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1725 Duke Street
Address Line 2: Suite 530
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	1010805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	11/19/2010

Total Attachments: 7
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THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 13, 2010, by Broder Bros., Co., a Delaware corporation ("Grantor"), in favor of Bank of America, N.A., in its capacity as Administrative Agent for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor entered into (i) that certain Amended and Restated Credit Agreement (the "Existing Credit Agreement") dated as of August 31, 2006 with, among others, the lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent, (ii) that certain Amended and Restated Security Agreement (the "Existing Security Agreement") dated as of August 31, 2006 with, among others, Bank of America, N.A., as collateral agent, and (iii) that certain Second Amended and Restated Trademark Security Agreement (the "Existing Trademark Security Agreement") dated as of May 21, 2009 with, among others, Bank of America, N.A., as collateral agent;

WHEREAS, the Grantor has requested that the Lenders amend and restate the Existing Credit Agreement, and the Borrowers, the Lenders party thereto and Bank of America, N.A., as administrative agent and Bank of America, N.A. and General Electric Capital Corporation, as co-collateral agents for the Lenders, are contemporaneously herewith entering into that certain Second Amended and Restated Credit Agreement (the "Credit Agreement"); and

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, the Grantor; and

WHEREAS, the Agents and the Lenders are willing to make the Loans and the Issuing Bank is willing 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 Administrative Agent, for the benefit of the Secured Parties, that certain Second Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has authorized the Administrative 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 Administrative 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. As collateral security for the payment and performance in full of all Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to Administrative 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 Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 the Existing Trademark Security Agreement.

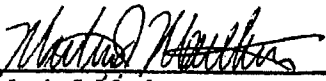
5. TERMINATION. This Agreement shall terminate and the Trademark Collateral shall be released from the liens and security interest of this Agreement in accordance with the

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

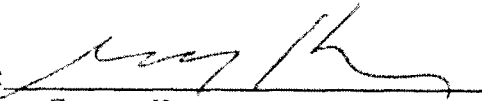
[signature page follows]

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

BRODER BROS., CO.

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

ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A.,
as Administrative 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.	DESERT WASH	3067404 3/14/06	78/328353 11/14/03
2.	Broder Bros., Co.	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 AND DESIGN	3209183 2/13/07	78/876206 5/4/06
8.	Broder Bros., Co.	AUTHENTIC PIGMENT AND DESIGN	2930590 3/8/05	78/264166 6/18/03
9.	Broder Bros., Co.	DEVON & JONES	2985778 8/16/05	76/446731 9/3/02
10.	Broder Bros., Co.	DEVON & JONES BLUE	3211051 2/20/07	78/857783 4/10/06
11.	Broder Bros., Co.	EARTH COLLECTION	2903276 11/16/04	78/264162 6/18/03
12.	Broder Bros., Inc.*	APPLES & ORANGES & Design APPLES & ORANGES	3230204 4/17/07	76/588353 4/22/04
13.	Broder Bros., Inc.*	BRODER AND DESIGN	3003365 10/4/05	76/581089 3/12/04
14.	Broder Bros., Inc.*	BRODER AND DESIGN	3056846 2/7/06	76/581088 3/12/04
15.	Broder Bros., Inc.*	CHESTNUT HILL	3009710 10/25/05	76/588354 4/22/04
16.	Broder Bros., Inc.*	GREAT REPUBLIC	3056852 2/7/06	76/588352 4/22/04

ITEM	OWNER	MARK	REG. NUMBER/ APPLICATION NUMBER	SERIAL NUMBER
17.	Broder Bros., Inc.*	HARRITON	3319005 10/23/07	76/609577 8/30/04
18.	Broder Bros., Inc.*	WINTERCEPT	3308802 10/9/07	78/691525 8/12/05
19.	Broder Bros., Co.	DEVON JONES SPORT	3694950 10/13/09	77/579699 9/26/08
20.	Broder Bros., Co.	DEVON JONES & Pink Ribbon Design		77/583874 10/2/08
21.	Broder Bros., Co.	ECO EARTH FRIENDLY APPAREL		77/637634 12/22/08

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