

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
Hat World, Inc.		01/21/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3775170	ANACONDA SPORTS	
Registration Number:	2242889	ANACONDA SPORTS	
Registration Number:	1534487	CITY ROCK	
Registration Number:	2804533	CITY ROCK	
Registration Number:	2049744	CITY ROCK	
Registration Number:	2077055	GREAT WHITE	
Registration Number:	2271729	HAT SHACK	
Registration Number:	2273775	HAT SHACK	
Registration Number:	2335089	HAT WORLD	
Registration Number:	2264964	HW HAT WORLD	
Registration Number:	2899961	HS HAT SHACK	
Serial Number:	76643420	IMPACT SPORTS	
Registration Number:	3020927	IT'S A BOY	
Registration Number:	3020926	IT'S A GIRL	

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 REEL: 004461 FRAME: 0818

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Registration Number:	3408199	KEEP ON ROCKIN'
Registration Number:	3815075	KEEP ON ROCKIN'
Registration Number:	2434043	L
Registration Number:	2718326	L
Registration Number:	2174170	LIDS
Registration Number:	2456310	LIDS CARD
Registration Number:	3565985	LIDS KIDS
Registration Number:	3593180	LIDS KIDS
Registration Number:	2816210	PROFESSIONAL SIGNATURE SERIES
Registration Number:	2843728	SPECIAL DAY
Registration Number:	2846146	SPECIAL DAY
Registration Number:	3292529	SPORTS FAN-ATTIC
Registration Number:	3333366	THE BIG ROCK
Registration Number:	1948751	THE HAT ZONE
Registration Number:	1951224	THE ROCK
Registration Number:	2719009	THE ROCK
Serial Number:	78722281	THE ROCK
Registration Number:	3254394	THE ROCK
Registration Number:	3333365	THE ROCK
Registration Number:	3527570	TRUMP

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121
Email: jberg@cscinfo.com
Correspondent Name: Jean Patterson
Address Line 1: 1090 Vermont Avenue, NW
Address Line 2: Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	656744
NAME OF SUBMITTER:	Jody Berg
Signature:	/Jody Berg/
Date:	01/27/2011

Total Attachments: 11

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement"), dated January 21, 2011, by Hat World, Inc., a Minnesota corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as collateral agent (the "Collateral Agent"), for the benefit of the Secured Parties, pursuant to the agreement titled Second Amended and Restated Security Agreement and dated as of the date hereof (the "Security Agreement").

WITNESSETH:

WHEREAS, prior to the date of this Agreement, the Grantor, among others, on the one hand, and Bank of America, N.A., as Collateral Agent thereunder, and certain of the Lenders on the other hand, previously entered into the Existing Security Agreement (as defined in the Security Agreement);

WHEREAS, prior to the date of this Agreement, in connection with the Existing Security Agreement, the Grantor and Bank of America, N.A., as Collateral Agent thereunder, were parties to the Trademark Security Agreement dated December 1, 2006 (the "Existing Trademark Security Agreement");

WHEREAS, by this Agreement, Grantor desires to acknowledge and reaffirm the Existing Liens and acknowledge that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, under the Existing Security Agreement (as modified and restated thereby), in order to secure the Secured Obligations; and

WHEREAS, the Grantor is party to the Security Agreement in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of the Grantor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any "intent-to-use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. This Agreement and the Liens and security interests granted hereunder shall terminate in accordance with Section 2.1(B) of the Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 6. Reaffirmation. Effective as of the date hereof, Grantor hereby acknowledges and reaffirms the Existing Liens and acknowledges that the Existing Liens are continuing valid and enforceable first priority perfected Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, under the Existing Security Agreement and the Existing Trademark Security Agreement, as modified and restated hereby and by the Security Agreement, in order to secure the Secured Obligations. Grantor hereby confirms and agrees that such Liens are hereby ratified and confirmed in all respects in favor of the Collateral Agent, for the benefit of the Secured Parties. This Agreement does not discharge or release the Liens or first priority therefor, which shall continue, as modified and restated hereby, without interruption and in full force and effect.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder Of Page Intentionally Left Blank; Signature Page Follows.]

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

HAT WORLD, INC.

By: James S. Gulmi
Name: James S. Gulmi
Title: Senior Vice President

Signature Page to Amended and Restated Trademark Security Agreement – Hat World, Inc.

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Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By:



Name: Matthew Potter
Title: Vice President

Hat World, Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Australia	CITY ROCK	Reg. No. 1207329
Australia	L in Circle Design	Reg. No. 816092
Australia	THE ROCK	App. No. 1207327
Australia	THE ROCK	App. No. 1209954
Canada	CAP CONNECTION	Reg. No. 1308411
Canada	CITY ROCK	Reg. No. 680065
Canada	HAT WORLD	App. No. 1471008
Canada	HEADQUARTERS	Reg. No. 649782
Canada	L in Circle Design	Reg. No. 564752
Canada	LIDS	Reg. No. 673977
Canada	LIDS FOR KIDS	Reg. No. 467892
Canada	LIDS.CA & Design	App. No. 1456737
Canada	THE ROCK	App. No. 1280455

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 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
Chile	L in Circle Design	Reg. No. 626983
Chile	L in Circle Design	Reg. No. 599727
China	CITY ROCK	Reg. No. 3692397
China	L in Circle Design	Reg. No. 1475306
China	LIDS L & Design	Reg. No. 1475305
China	LIDS L & Design	Reg. No. 1517352
China	THE ROCK	App. No. 5244295
China	THE ROCK	App. No. 5243800
China	THE ROCK	App. No. 5243798
China	THE ROCK	App. No. 5243797
China	THE ROCK	App. No. 5243796
China	THE ROCK	Reg. No. 5243802
China	THE ROCK	Reg. No. 5243799

Hat World, Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
European Union	CITY ROCK	Reg. No. 3330651
European Union	L in Circle Design	Reg. No. 1248970
European Union	LIDS	Reg. No. 1659572
European Union	LIDS	Reg. No. 251512
European Union	LIDS L & Design	Reg. No. 1249184
European Union	THE ROCK	App. No. 4761276
Japan	CITY ROCK	Reg. No. 4770495
Japan	THE ROCK	App. No. 2005-117041
Korea	HAT WORLD HW & Design	Reg. No. 11413
Republic of Korea	LIDS	Reg. No. 11414
United Kingdom	LIDS	Reg. No. 2039197
United States	ANACONDA SPORTS	Reg. No. 3775170

Hat World, Inc.
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 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
United States	ANACONDA SPORTS & Design	Reg. No. 2242889
United States	CITY ROCK	Reg. No. 1534487
United States	CITY ROCK	Reg. No. 2804533
United States	CITY ROCK & Design	Reg. No. 2049744
United States	GREAT WHITE & Design	Reg. No. 2077055
United States	HAT SHACK	Reg. No. 2271729
United States	HAT SHACK & Baseball Cap Design	Reg. N o. 2273775
United States	HAT WORLD	Reg. No. 2335089
United States	HAT WORLD & Design	Reg. No. 2264964
United States	HS HAT SHACK & Design	Reg. No. 2899961
United States	IMPACT SPORTS	App. No. 76643420
United States	IT'S A BOY	Reg. No. 3020927

Hat World, Inc.
 Trademark Status Report
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Jurisdiction	Mark	App./Reg. No.
United States	IT'S A GIRL	Reg. No. 3020926
United States	KEEP ON ROCKIN'	Reg. No. 3408199
United States	KEEP ON ROCKIN'	Reg. No. 3815075
United States	L in Circle Design	Reg. No. 2434043
United States	L in Circle Design	Reg. No. 2718326
United States	LIDS (Stylized)	Reg. No. 2174170
United States	LIDS CARD	Reg. No. 2456310
United States	LIDS KIDS	Reg. No. 3565985
United States	LIDS KIDS & Design	Reg. No. 3593180
United States	PROFESSIONAL SIGNATURE SERIES	Reg. No. 2816210
United States	SPECIAL DAY	Reg. No. 2843728
United States	SPECIAL DAY & Design	Reg. No. 2846146

Hat World, Inc.
 Trademark Status Report
 January 13, 2011

Jurisdiction	Mark	App./Reg. No.
United States	SPORTS FAN-ATTIC & Design	Reg. No. 3292529
United States	THE BIG ROCK & Design	Reg. No. 3333366
United States	THE HAT ZONE & Design	Reg. No. 1948751
United States	THE ROCK	Reg. No. 1951224
United States	THE ROCK	Reg. No. 2719009
United States	THE ROCK	App. No. 7872281
United States	THE ROCK & Design	Reg. No. 3254394
United States	THE ROCK & Design	Reg. No. 3333365
United States	TRUMP	Reg. No. 3527570