

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
BOXERCRAFT INCORPORATED		07/01/2011	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	PROSPECT CAPITAL CORPORATION (successor to Patriot Capital Funding, Inc.), as Agent for the Subordinated Secured Loan Agreement
Street Address:	10 East 40th Street, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3901685	PLAYING THE FIELD
Registration Number:	3716691	
Registration Number:	3575862	FOREVER FABULOUS
Registration Number:	2106279	JONES & MITCHELL
Serial Number:	85299523	BOXERCRAFT AMERICA'S #1 SPIRITWEAR SOURCE
Serial Number:	85299647	BOXERCRAFT EXCLUSIVE APPAREL FOR STUDENT BODIES

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergekohn.com
 Correspondent Name: Nancy Brougher
 Address Line 1: Goldberg Kohn Ltd.
 Address Line 2: 55 East Monroe Street, Suite 3300

OP \$165.00 3901685

900196540

**TRADEMARK
 REEL: 004578 FRAME: 0076**

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 5654.016

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 07/08/2011

Total Attachments: 5

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Intellectual Property Security Agreement dated as of September 16, 2008 (the "IP Security Agreement") made by BOXERCRAFT INCORPORATED, a Georgia corporation ("Grantor"), in favor of PROSPECT CAPITAL CORPORATION (successor to Patriot Capital Funding, Inc., "Agent") is dated as of July 1, 2011.

WHEREAS, pursuant to that certain Subordinated Secured Loan Agreement dated as of September 16, 2008, by and among Grantor, BXC Holding Company ("Holdings"), Agent, and the Purchasers from time to time party thereto (the "Original Loan Agreement"), Agent and Purchasers (i) purchased Notes from, and advanced loans to, Grantor, and (ii) required, among other things, that Grantor grant to Agent, for the benefit of the Purchasers, a perfected lien on the security interest in all of the Grantor's trademarks, copyrights and patents, whether then or thereafter existing, owned or acquired, pursuant to the terms of the IP Security Agreement;

WHEREAS, Grantor, Holdings, Agent and the Purchasers have entered into that certain Amended and Restated Subordinated Secured Loan Agreement ("Amended and Restated Loan Agreement") dated as of the date hereof, in connection with the consummation of the transactions set forth in that certain Asset Purchase Agreement dated as of the date hereof, by and between Grantor and Jones & Mitchell Sportswear, Inc., pursuant to which Grantor has acquired interests in certain additional Trademarks (the "New Trademarks");

WHEREAS, Grantor has acquired interest in certain additional Copyrights (the "New Copyrights"); and

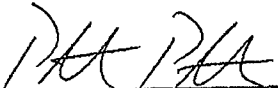
WHEREAS, in accordance with the Amended and Restated Loan Agreement, the parties agree to amend the IP Security Agreement to confirm the inclusion of such New Trademarks and New Copyrights;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the IP Security Agreement as follows:

1. Schedules. Schedule B-1 to the IP Security Agreement shall be deemed to refer to Schedule B-1 as amended by the addition of the New Trademarks listed on Schedule A attached hereto. Schedule C-1 to the IP Security Agreement shall be deemed to refer to Schedule C-1 as amended by the addition of the New Copyrights listed on Schedule B attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the IP Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

BOXERCRAFT INCORPORATED

By: 
Name: G.H. Patten Pettway, Jr.
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION, as Agent

By: *M. J. White*

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SCHEDULE A
NEW TRADEMARKS

Trademark	Country	Serial Number	Status	Reg. No.	Reg. Date	First Use Date
Playing the Field	US	77843101	Registered	3901685	01/04/11	10/22/10
None (design only)	US	77615103	Registered	3716691	11/24/09	11/01/07
Forever Fabulous	US	77517949	Registered	3575862	02/17/09	12/07
Jones & Mitchell	US	75024244	Registered	2106279	10/21/97	11/94
BOXERCRAFT AMERICA'S #1 SPIRITWEAR SOURCE	US	85299523	Pending	N/A		03/09
BOXERCRAFT EXCLUSIVE APPAREL FOR STUDENT BODIES	US	85299647	Pending	N/A		03/09

SCHEDULE B
NEW COPYRIGHTS

Application Title	Full Title	Copyright Number	Date
Boxercraft 2011 College Catalog & Boxercraft 2011 Resort Catalog	Boxercraft 2011	VA0001763114	2010
1) Boxercraft Spring 2008 Catalog (including fabric artwork & photos); 2) Boxercraft Cheer 08 Catalog; 3) Boxercraft College 08 Catalog	Boxercraft Cheer Edition – Spring 2008 et al	VA0001652287	2007
Boxercraft Fall 08 Main & Cheer & College Catalog	Boxercraft Fall 08 Main & Cheer & College Catalog	VA0001649057	2008
Boxercraft Fall 2009 Main Catalog	Boxercraft Fall 2009 Main Catalog	VA0001729594	2009
Boxercraft Fall 2010 Main Catalog	Boxercraft Fall 2010 Main Catalog	VA0001729596	2010
Boxercraft Spring 2009 Main & Cheer & College Catalog	Boxercraft Spring 2009 Main & Cheer & College Catalog	VA0001663388	2009
Boxercraft Spring 2011 Main Catalog	Boxercraft Spring 2011	VA0001763110	2010