

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.		03/27/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PROSPECT CAPITAL CORPORATION
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: 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:	3230204	APPLES & ORANGES
Registration Number:	3003365	BRODER
Registration Number:	3056846	BRODER
Registration Number:	4146725	CHESTNUT HILL

CH \$540.00 3067404

Registration Number:	3056852	GREAT REPUBLIC
Registration Number:	3319005	HARRITON
Registration Number:	3308802	WINTERCEPT
Registration Number:	3694950	DEVON & JONES SPORT
Registration Number:	3862456	DEVON JONES
Serial Number:	85636802	OURCHOICE
Serial Number:	85430592	BLEND-TEK

CORRESPONDENCE DATA

Fax Number: 9736247070
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 973-622-4444
Email: rsmith@mccarter.com, kknoll@mccarter.com
Correspondent Name: Robert W. Smith, Esq.
Address Line 1: McCarter & English, LLP
Address Line 2: 100 Mulberry Street, 4 Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	101804-00054
NAME OF SUBMITTER:	Robert W. Smith
Signature:	/Robert W. Smith/
Date:	04/04/2013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into as of March 27, 2013, by **BRODER BROS., CO.**, a Delaware corporation (“**Grantor**”), in favor of **PROSPECT CAPITAL CORPORATION**, in its capacity as agent (“**Agent**”) for the benefit of the Purchasers (as hereinafter defined).

R E C I T A L S :

A. Pursuant to that certain Senior Secured Loan Agreement dated as of March 27, 2013 among Broder Bros., Co., a Delaware corporation (the “**Borrower**”), Agent and the Purchasers from time to time party thereto (the “**Purchasers**”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), Purchasers have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Borrower and Borrower has incurred certain obligations to Purchasers and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Purchasers, a Security Agreement dated as of March 27, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for the benefit of the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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 Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of Purchasers, 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 (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof or to the extent a Lien on such assets could give any other party a legally enforceable right to terminate Grantor’s right to use such asset, and any such restriction, prohibition or requirement of consent is not rendered ineffective by §§ 406-409 of the Code) (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks, service marks, trade names, trade dress, other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any

State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each mark, registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (the property in this clause (a) being, collectively, the “**Trademarks**”);

(b) all renewals of each of the Trademarks;

(c) all rights of Grantor in all present and future agreements containing any right or license with respect to the Grantor’s Trademarks when the Grantor is a licensor under any such agreement, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, the Grantor (“**Intent to Use Applications**”) and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Trademark Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Purchasers, or any of them.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. No less than annually, Grantor shall give notice in writing to Agent with respect to any such new Trademark or new Trademark License. Without limiting Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way

affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

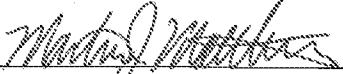
6. APPLICABLE LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

7. COUNTERPARTS. Any number of counterparts of this Trademark Security Agreement, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, 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.

BRODER BROS., CO., a Delaware corporation

By: 

Name: Martin J. Matthews

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004998 FRAME: 0312

Acknowledged by:

PROSPECT CAPITAL CORPORATION,
as Secured Party

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

SCHEDULES
TO
TRADEMARK SECURITY AGREEMENT

among

BRODER BROS., CO.,
as Grantor

and

PROSPECT CAPITAL CORPORATION,
as Agent

Schedule 1 Trademarks
Schedule 2 Trademark Licenses

**SCHEDULE 1
Trademarks**

Trademark Registrations

Country	Mark	Owner	Registration Number	Date of Registration
UNITED STATES	DESERT WASH	Broder Bros., Co.	3067404	3/14/06
UNITED STATES	HARVARD SQUARE	Broder Bros., Co.	2952243	5/17/05
UNITED STATES	ALPHA	Broder Bros., Co.	1989637	7/30/96
UNITED STATES	ALPHA	Broder Bros., Co.	2903274	11/16/04
UNITED STATES	ALPHA SHIRT COMPANY	Broder Bros., Co.	2002303	9/24/96
UNITED STATES	ALPHA SHIRT COMPANY	Broder Bros., Co.	2903275	11/16/04
UNITED STATES	AUTHENTIC PIGMENT AND DESIGN	Broder Bros., Co.	3209183	2/13/07
UNITED STATES	AUTHENTIC PIGMENT AND DESIGN	Broder Bros., Co.	2930590	3/8/05
UNITED STATES	DEVON & JONES	Broder Bros., Co.	2985778	8/16/05
UNITED STATES	DEVON & JONES BLUE	Broder Bros., Co.	3211051	2/20/07
UNITED STATES	APPLES & ORANGES & DESIGN	Broder Bros., Inc.*	3230204	4/17/07
UNITED STATES	BRODER AND DESIGN	Broder Bros., Inc.*	3003365	10/4/05
UNITED STATES	BRODER AND DESIGN	Broder Bros., Inc.*	3056846	2/7/06
UNITED STATES	CHESTNUT HILL	Broder Bros., Co.	4146725	5/22/12
UNITED STATES	GREAT REPUBLIC	Broder Bros., Inc.*	3056852	2/7/06

UNITED STATES	HARRITON	Broder Bros., Inc.*	3319005	10/23/07
UNITED STATES	WINTERCEPT	Broder Bros., Inc.*	3308802	10/9/07
UNITED STATES	DEVON JONES SPORT	Broder Bros., Co.	3694950	10/13/09
UNITED STATES	DEVON JONES & PINK RIBBON DESIGN	Broder Bros., Co.	3862456	10/19/10

* Correction of company name *Broder Bros., Inc.* to *Broder Bros., Co.*, filed with U.S. Patent and Trademark Office on 8/25/06

Trademark Applications

Country	Mark	Applicant	Application Number	Application Date	Status
UNITED STATES	OUR CHOICE	Broder Bros., Co.	Pending	Pending	Pending
UNITED STATES	BLEND TEK	Broder Bros., Co.	Pending	Pending	Pending

Unregistered Trademarks

BACKROADS
COMMON THREAD
THE CORPORATE CHOICE
IMPRINTS WHOLESALE, INC.
FLEX EXPRESS
PERFORMANCE PLEDGE
BRAND ADVANTAGE PLUS
QUALITY ASSURANCE PLUS

SCHEDULE 2
Trademark Licenses

None.