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
Delta Apparel, Inc.		08/27/2013	CORPORATION: GEORGIA
M.J. Soffe, LLC		08/27/2013	CORPORATION: NORTH CAROLINA
Junkfood Clothing Company		08/27/2013	CORPORATION: GEORGIA
To The Game, LLC		08/27/2013	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4251032	THE NEIGHBORHOOD THIEVES
Registration Number:	4090801	SKM STANDARD KNITTING MILLS
Serial Number:	85654033	DELTA-DRI
Serial Number:	85888765	LIVE LIFE UNANCHORED
Serial Number:	85844989	AMERICAN THREADS EST. 1986
Serial Number:	85646652	US MADE
Registration Number:	4296178	S PROPERTY OF M.J. SOFFE SINCE 1946
Serial Number:	85346235	I INTENSITY
Serial Number:	85698844	HI, HELLO, HIGH FIVE.
Serial Number:	85801552	

CH $490.00 4251032

Serial Number:	85789056	REINFORCED COTTON
Serial Number:	85320482	XT46
Serial Number:	85320460	XT46
Registration Number:	2697853	
Serial Number:	85748741	NEW PAINT TEE SHOP
Serial Number:	85745811	STRAY HEARTS
Serial Number:	85745785	PAINT + CLOTH
Serial Number:	85816537	LOVE + ART
Registration Number:	4251227	DEEP BLUE KINGDOM

CORRESPONDENCE DATA

Fax Number: 6785337772

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-681-5974
Email: mlg@phrd.com
Correspondent Name: Parker Hudson Rainer & Dobbs, LLP
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: 15th Floor - Mike Grove
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	312.171
NAME OF SUBMITTER:	Douglas A. Nail
Signature:	/DAN/
Date:	09/25/2013

Total Attachments: 31
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THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated August 27, 2013, is made and entered into by and among **DELTA APPAREL, INC.**, a Georgia corporation ("Delta"), **M.J. SOFFE, LLC**, a North Carolina limited liability company and successor-by-merger to TCX, LLC ("Soffe"), **JUNKFOOD CLOTHING COMPANY**, a Georgia corporation ("Junkfood"), **TO THE GAME, LLC**, a Georgia limited liability company ("TTG"; Delta, Soffe, Junkfood and TTG, each a "Debtor" and collectively, "Debtors"), each with its chief executive office at 322 South Main Street, Greenville, South Carolina 29601; and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association having an office at 1100 Abernathy Road, Suite 1600, Atlanta, Georgia 30328, in its capacity as agent (together with its successors in such capacity, "Agent") for various financial institutions ("Lenders") party from time to time to the Loan Agreement (as defined below).

Recitals:

Agent, Debtors and TCX, LLC, a North Carolina limited liability company ("TCX"), are parties to a certain Second Amended and Restated Trademark Security Agreement dated May 27, 2011 (as at any time amended, supplemented or otherwise modified, the "Existing Trademark Security Agreement"), which was entered into in connection with (i) that certain Fourth Amended and Restated Loan and Security Agreement dated May 27, 2011 (as at any time amended, supplemented or otherwise modified, the "Loan Agreement"), among Agent, Lenders, Debtors, TCX and certain affiliates of Debtors, and (ii) certain other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement and the other Financing Agreements (as defined in the Loan Agreement) (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, being collectively referred to herein as the "Financing Agreements"), pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Debtors and Debtors' affiliates (collectively, "Borrowers") as set forth therein.

Prior to the date hereof, TCX merged with and into Soffe, with Soffe being the surviving entity.

Borrowers have requested that Agent and Lender consent to certain acquisitions and agree to amend the Loan Agreement in certain respects pursuant to a certain Consent and First Amendment to Fourth Amended and Restated Loan and Security Agreement (the "First Amendment") dated the date hereof.

A condition to Agent's and Lenders' willingness to enter into the First Amendment is each Debtor's agreement to amend and restate the Existing Trademark Security Agreement in its entirety as hereinafter set forth.

In consideration for, among other things, the execution and delivery of the First Amendment by Agent and Lenders, and to secure the full and prompt payment and performance of all of the Secured Obligations (as hereinafter defined), the parties hereto agree that the Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and each Debtor has agreed to grant and regrant to Agent a continuing security interest in and to the Collateral (as hereinafter defined) as security for the timely payment and performance of the Obligations (as defined in the Loan Agreement).

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NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid, and for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Existing Trademark Security Agreement as follows:

1. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Secured Obligations (as hereinafter defined), each Debtor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of such Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of such Debtor's trademarks, tradenames, trade styles, service marks and domain names and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to such Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"), and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by such Debtor against third parties for past or future infringement of the Trademarks.

In addition to the foregoing, each Debtor hereby ratifies, reaffirms and regrants its prior grant of a security interest in favor of Agent, for the benefit of itself and Lenders, in all of the Collateral described in the Existing Trademark Security Agreement.

2. **OBLIGATIONS SECURED**

The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the full and prompt payment and performance of the Obligations (as defined in the Loan Agreement), and the other covenants, agreements and liabilities of the Debtors under the Loan Agreement and all of the obligations of each Debtor, each Borrower (as defined in the Loan Agreement) and each Obligor (as defined in the Loan Agreement) to Agent under (i) this Agreement, and other Financing Agreements and any extensions, renewals or amendments to any of the foregoing, however created, acquired, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to any Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Agent or Lenders (all of the foregoing now existing or hereafter arising obligations being referred to, collectively, as the "Secured Obligations").

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3. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Each Debtor hereby represents, warrants and covenants with and to Agent and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Secured Obligations are outstanding and the Financing Agreements have not been terminated in writing):

(a) Each Debtor has adopted, used or is using, and is the owner of the entire right, title, and interest in and to, the Collateral described in Exhibit A hereto set forth opposite the name of such Debtor and, to the extent that any such Collateral constitutes Eligible Trademarks under (and as defined in) the Loan Agreement, the applicable Debtor is using such Collateral.

(b) Such Debtor shall pay and perform all of the Secured Obligations according to their terms.

(c) All of the existing Collateral is valid and subsisting in full force and effect, and such Debtor has the right and power to grant the security interest granted hereunder. Such Debtor shall, at such Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, and (ii) the licenses permitted under Section 3(f) below.

(d) Such Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent to any such action, except as such action is expressly permitted hereunder.

(e) Such Debtor shall, at such Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Such Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent. Such Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(f) As of the date hereof, such Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(g) Such Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C hereto for the implementation, following the occurrence of an Event of Default, of the assignment, sale or other disposition of the Collateral and the taking of any other action Agent, in its discretion, deems necessary or advisable pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

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(h) Agent may, in its discretion, pay any amount or do any act which such Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, without limitation, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees actually incurred and legal expenses. Such Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to such Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Secured Obligations secured hereby.

(i) If, after the date hereof, such Debtor shall (i) obtain any registered trademark, tradename, trade style, service mark and domain name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark, tradename, trade style, service mark or domain name registrations or applications for trademark, tradename, trade style, service mark or domain name registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto, such Debtor shall give Agent notice thereof in writing in connection with the monthly reporting required by Section 7.1 of the Loan Agreement, and such Debtor hereby irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any such trademark, tradename, trade style, service mark or domain name registrations or applications for any such trademark, tradename, trade style, service mark or domain name registrations. Upon the request of Agent, such Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in such Trademark in favor of Agent.

(j) Such Debtor has not abandoned any of the Trademarks that such Debtor has used in the ordinary course of such Debtor's business within the two (2) years preceding the date of this Agreement and such Debtor will not do any act, nor omit to do any act, whereby such Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable other than due to lack of commercial use by such Debtor in the ordinary course of its business. Such Debtor shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks that it currently uses, uses after the date of this Agreement or has used in the ordinary course of its business within the two (2) years preceding the date of this Agreement may become abandoned, canceled, invalidated, avoided, or avoidable. Notwithstanding anything to the contrary contained herein, no Debtor will do any act, omit to do any act or cease to use commercially any Trademark that constitutes an Eligible Trademark under (and as defined in) the Loan Agreement such that any Trademarks that constitutes an Eligible Trademark under (and as defined in) the Loan Agreement may become abandoned, invalidated, unenforceable, avoided, or avoidable.

(k) Such Debtor shall render any assistance, as Agent shall determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country to maintain such application and registration of the Trademarks as such Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(l) To the best of such Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. Such Debtor shall promptly notify Agent if such Debtor (or any affiliate or subsidiary

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thereof) learns of any use by any person of any term or design which materially infringes on any Trademark that it currently uses, uses after the date of this Agreement or has used in the ordinary course of its business within the two (2) years preceding the date of this Agreement or is likely to cause confusion with any such Trademark. If requested by Agent, such Debtor, at such Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(m) Such Debtor assumes all responsibility and liability arising from the use of the Trademarks and such Debtor hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees actually incurred and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by such Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Debtor (or any affiliate or subsidiary thereof), except for losses, claims, damages, liabilities, costs or expenses resulting from the gross negligence or willful misconduct of Agent as determined pursuant to a final non-appealable order of a court of competent jurisdiction. The foregoing indemnity shall survive the payment of the Secured Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(n) Such Debtor shall promptly pay Agent for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Secured Obligations, the Collateral, or the security interests granted hereunder, including, without limitation, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees actually incurred and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then the Obligations set forth in the Loan Agreement and shall be part of the Secured Obligations secured hereby.

4. EVENTS OF DEFAULT

All Secured Obligations shall become immediately due and payable, without notice or demand, at the option of Agent, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, any Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that Debtors and their respective Affiliates or Subsidiaries not make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent by any Debtor or any Subsidiary or Affiliate of any Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

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(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that if notice to Debtors of intended disposition of Collateral is required by law, the giving of five (5) days' prior written notice to Debtors of any proposed disposition shall be deemed reasonable notice thereof and Debtors waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of any Debtor, pursuant to the authority granted in the Special Power of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Each Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees actually incurred and legal expenses. Each Debtor agrees that Agent has no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale, other disposition or handling of any of the Collateral to the costs and expenses of Agent relating to such license, assignment, sale, other disposition or handling, including, without limitation, reasonable attorneys' fees actually incurred and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent shall apply any remaining proceeds to such of the Secured Obligations in the order of application set forth in the Loan Agreement. Debtors shall remain liable to Agent for any of the Secured Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Agent on demand any such unpaid amount, together with interest at the rate then the Obligations set forth in the Loan Agreement and shall be part of the Secured Obligations secured hereby.

(f) Each Debtor shall use commercially reasonable efforts to supply to Agent or to Agent's designee such Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and such Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. **JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Georgia without giving effect to principles of conflicts of law or other rule of law that would result in the application of the law of any jurisdiction other than the State of Georgia.

(b) Each Debtor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of a Georgia State court or Superior court located in Fulton County, Georgia and the United States District Court for the Northern District of Georgia and waive any objection based on venue or forum non

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conveniens with respect to any action instituted therein arising under this Agreement or in any way connected or related or incidental to the dealings of Debtors and Agent in respect of this Agreement or the transactions related hereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against such Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against such Debtor or its property).

(c) Each Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to Debtors at their respective addresses set forth in the Loan Agreement, and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon any Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, any Debtor so served shall appear in answer to such process, failing which such Debtor shall be deemed in default and judgment may be entered by Agent against such Debtor for the amount of the claim and other relief requested.

(d) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF SUCH DEBTOR AND AGENT IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT SUCH DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF SUCH DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent shall not have any liability to Debtors (whether in tort, contract, equity or otherwise) for losses suffered by Debtors in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Agent shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement. Except as prohibited by law, each Debtor waives any right which it may have to claim or recover in any litigation with Agent or any Lender any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Debtor: (i) certifies that neither Agent, any Lender nor any representative, agent or attorney acting for or on behalf of Agent or any Lender has represented, expressly or otherwise, that Agent and Lenders would not, in the event of litigation, seek to enforce any of the waivers provided for in this Agreement and (ii) acknowledges that in entering into this Agreement, Agent and Lenders are relying upon, among other things, the waivers and certifications set forth in this Section 6(e) and elsewhere herein and therein.

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7. **MISCELLANEOUS**

(a) All notices, requests and demands hereunder shall be given in the form and manner and to the addresses set forth in the Loan Agreement.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. All references to Debtors and Agent pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(f) hereof.

(c) This Agreement and any other document referred to herein shall be binding upon Debtors and their respective successors and assigns and inure to the benefit of and be enforceable by Agent, Lenders and their successors and assigns, except that no Debtor may assign its rights under this Agreement and any other Financing Agreement without the prior written consent of Agent.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each Debtor and Agent (except as provided in Section 3(i) hereof). Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic means shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

(g) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

8. **AMENDMENT AND RESTATEMENT**

This Agreement amends and restates the Existing Trademark Security Agreement in its entirety, and is not intended to be or operate as a novation or an accord and satisfaction of the Existing Trademark Security Agreement or the Secured Obligations evidenced or secured thereby or provided for thereunder.

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IN WITNESS WHEREOF, Debtors and Agent have executed this Agreement as of the day and year first above written.

DELTA APPAREL, INC.

By: Deborah H Merrill
Name: Deborah H. Merrill
Title: VP, CFO and Treasurer

M.J. SOFFE, LLC, successor-by-merger to TCX, LLC

By: Deborah H Merrill
Name: Deborah H. Merrill
Title: VP, CFO and Treasurer

JUNKFOOD CLOTHING COMPANY

By: Deborah H Merrill
Name: Deborah H. Merrill
Title: VP, CFO and Treasurer

TO THE GAME, LLC

By: Deborah H Merrill
Name: Deborah H. Merrill
Title: VP, CFO and Treasurer

[Signatures continued on following page]

TRADEMARK
REEL: 005117 FRAME: 0471

Accepted in Atlanta, Georgia:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

List of Trademarks and Trademark Applications

Delta Apparel, Inc.

U.S. Trademark	Registration Number	Registration Date
Delta Est. 1903	2,294,154	November 23, 1999
Healthknit	1,955,069	February 6, 1996
Woodside	1,990,387	July 30, 1996
Pro Weight	1,463,625	November 3, 1987
Royal First Class	1,405,930	August 19, 1986
Quail Hollow	936,138	June 20, 1972
Healthknit	644,790	April 30, 1957
Healthknit	543,705	June 12, 1951
Fun Tees	1,911,515	August 15, 1995
Your Lifestyle, Fit to a Tee	3,952,469	April 26, 2011
Change That Shirt...Now!	3,931,777	March 15, 2011
Delta	3,926,429	March 1, 2011
QH	3,856,373	October 5, 2010
QH	3,856,369	October 5, 2010
Fun Tees Recycled	3,819,380	July 13, 2010
Fun Tees Organic Blend	3,808,089	June 22, 2010
Delta Express	1,808,125	November 30, 1993
Magnum Weight	3,019,396	November 29, 2005
Standard Knitting Mills	4,023,110	September 6, 2011
The Neighborhood Thieves	4,251,032	November 27, 2012
SKM Standard Knitting Mills	4,090,801	January 24, 2012

U.S. Trademark Application	Application / Serial Number	Application Date
Delta-Dri	85/654,033	June 18, 2012
Live Life Unanchored	85/888,765	March 28, 2013
American Threads Est. 1986	85/844,989	February 8, 2013
US Made	85/646,652	June 8, 2012

Canadian Trademark Application	Application / Serial Number	Application Date
Delta & Design	1598262	October 15, 2012

M.J. Soffe, LLC

U.S. Trademark	Registration Number	Registration Date
Soffe	1,743,249	December 29, 1992
IA	3,110,926	July 4, 2006
Play With Intensity or Get Out of the Game	3,865,479	October 19, 2010
Soffe Dri Cotton	3,686,452	September 22, 2009
SoffeDri	3,680,146	September 8, 2009
Intensity Athletics	2,233,133	March 23, 1999
Soffe	3,053,916	January 31, 2006
Cape Fear Trading Company	3,318,885	October 23, 2007
Made by U.S.	4,159,921	June 19, 2012
S Property of M.J. Soffe Since 1946	4,296,178	February 26, 2013
Design	3,092,867	May 16, 2006
Just For Us	3,085,231	April 25, 2006
TCX Apparel	3,164,387	October 31, 2006
Design	2,842,697	May 18, 2004
The Cotton Exchange	4,001,130	July 26, 2011
TCX	4,065,530	December 6, 2011

Canadian Trademark	Registration Number	Registration Date
Soffe & Design	TMA673517	September 27, 2006

U.S. Trademark Application	Application / Serial Number	Application Date
I Intensity	85/346,235	June 14, 2011
Hi, Hello, High Five.	85/698,844	August 8, 2012
Design	85/801,552	December 13, 2012
Reinforced Cotton	85/789,056	November 28, 2012
XT46	85/320482	May 13, 2011
XT46	85/320460	May 13, 2011

Junkfood Clothing Company

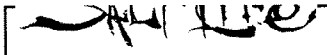
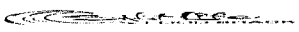
U.S. Trademark	Registration Number	Registration Date
Junk Food	2,589,059	July 2, 2002
Sweet and Sour	3,815,844	July 6, 2010
Junk Mail	3,286,389	August 28, 2007
Junk Food	3,711,277	November 17, 2009
Junk Food	3,665,030	August 4, 2009
Junk Food	4,272,502	January 8, 2013
Worn Rite	4,094,030	January 31, 2012
True Vintage	4,096,484	February 7, 2012
Design	2,697,853	March 18, 2003

Canadian Trademark	Registration Number	Registration Date
Junk Mail	TMA737611	April 7, 2009
Junk Food	TMA685907	April 13, 2007
Sweet N' Sour	TMA666948	July 4, 2006

U.S. Trademark Application	Application / Serial Number	Application Date
Design	77/958,107	March 12, 2010
New Paint Tee Shop	85/748,741	October 9, 2012
Stray Hearts	85/745,811	October 4, 2012
Paint + Cloth	85/745,785	October 4, 2012
Love + Art	85/816,537	January 7, 2013

To the Game, LLC

U.S. Trademark	Registration Number	Registration Date
Design	3,564,708	January 20, 2009
G Girl Exclusively By The Game	3,030,061	December 13, 2005
Design	3,733,344	January 5, 2010
Kudzu	2,715,347	May 13, 2003
Design	2,275,077	September 7, 1999
Design	2,576,773	June 4, 2002
Kudzu	1,942,163	December 19, 1995
The Game	1,561,018	October 17, 1989
Design	1,489,462	May 24, 1988
The Game	1,410,919	September 23, 1986
G	1,495,869	July 12, 1988
UVapor	4,246,741	November 20, 2012
Deep Blue Kingdom	4,251,227	November 27, 2012
	4,385,601	August 13, 2013
SALT LIFE	4,338,972	May 21, 2013
SALT LIFE	4,384,344	August 13, 2013
SALT LIFE	4,302,917	March 12, 2013
	4,385,581	August 13, 2013
SALT LIFE	3,843,123	August 31, 2010
	3,763,170	March 23, 2013
SALT LIFE	3,001,343	September 27, 2005
	3,762,960	March 23, 2010
	4,301,899	March 12, 2013
	4,342,555	May 28, 2013
	4,172,126	July 10, 2012

	4,336,373	May 14, 2013
SALT LIFE	4,365,102	July 9, 2013
	4,381,321	August 6, 2013
SALT LIFE	4,301,817	March 12, 2013
	4,381,322	August 6, 2013
SALT LIFE	4,246,525	November 20, 2012
	4,385,571	August 13, 2013
SALT LIFE	4,301,818	March 12, 2013
	4,381,323	August 6, 2013
SALT LIFE	2,959,429	June 7, 2005
SALT LIFE	4,324,994	April 23, 2013
	4,335,287	May 14, 2013
	4,385,592	August 13, 2013
	3,840,755	August 31, 2010
SALT LIFE FOOD SHACK	4,098,720	February 14, 2012
	3,808,444	June 22, 2010

U.S. Trademark Application	Application Number	Application Date
Aquatrunks	85/663,653	June 28, 2012
SALT LIFE	85/181,902	November 21, 2010
LIVE THE SALT LIFE	85/657,444	June 21, 2012
SALT LIFE	85/176,912	November 15, 2010
SALT LIFE	85/182,068	November 22, 2010
LIVE THE SALT LIFE	85/291,411	August 23, 2011
LIVE THE SALT LIFE	85/656,277	June 20, 2012
LIVE THE SALT LIFE	85/657,572	June 21, 2012
LIVE THE SALT LIFE	85/656,310	June 20, 2012
LIVE THE SALT LIFE	85/656,434	November 13, 2012
SALT LIFE	85/883,591	March 22, 2013
LIVE THE SALT LIFE	85/291,355	April 11, 2011
WHERE THE SALT MEETS YOUR LIFE	85/176,989	November 15, 2010
	85/754,930	October 16, 2012
	85/749,357	October 9, 2012
LIVE THE SALT LIFE	85/658,035	June 21, 2012
LIVE THE SALT LIFE	85/658,203	June 21, 2012
SALT LIFE	85/768,950	November 1, 2012
	85/768,865	November 1, 2012
SALT LIFE	85/323,157	May 17, 2011
SALT LIFE	85/323,803	May 18, 2011
SALT LIFE	85/323,861	May 18, 2011

FOREIGN MARKS

Trademark	Country and Registration Number	Registration Date
The Game and G Design	Canada 692,036 / 424,085	March 4, 1994
The Game and G Design	China 91049996 / 612830	
The Game and G Design	Japan 3-96622 / 2693238	
The Game and G Design	Mexico 442664	
The Game and G Design	Australia 588534	
The Game and G Design	New Zealand 227595	
SALT LIFE	Anguilla, Reg. No. 4998	Registered 12/30/10
SALT LIFE	Antigua & Barbuda No. 7520	Registered 12/30/10
SALT LIFE	Aruba No. 29358	Registered 12/29/10
SALT LIFE	Barbados 81/27633	Pending
SALT LIFE	Barbados 81/27634	Pending
SALT LIFE	Barbados 81/27635	Pending
SALT LIFE	Barbados 81/27632	Pending
SALT LIFE	Barbados 81/27636	Pending
SALT LIFE	Barbados 81/27637	Pending
SALT LIFE	Barbados 81/27638	Pending
SALT LIFE	Barbados 81/27639	Pending
SALT LIFE	Barbados 81/27640	Pending
SALT LIFE	Barbados 81/27641	Pending
SALT LIFE	Barbados 81/27642	Pending
SALT LIFE	Barbados 81/27643	Pending
SALT LIFE	Barbados 81/27644	Pending

SALT LIFE	Barbados 81/27645	Pending
SALT LIFE	Belize No. 7453.11	Registered 1/13/11
SALT LIFE	Belize No. 7454.11	Registered 1/13/11
SALT LIFE	Belize No. 7455.11	Registered 1/13/11
SALT LIFE	Bermuda No. 50349	Pending
SALT LIFE	Bermuda No. 50350	Pending
SALT LIFE	Bermuda No. 50351	Pending
SALT LIFE	Bermuda No. 50352	Pending
SALT LIFE	Bermuda No. 50353	Pending
SALT LIFE	Bermuda No. 50354	Pending
SALT LIFE	Bermuda No. 50355	Pending
SALT LIFE	Bermuda No. 50356	Pending
SALT LIFE	Bermuda No. 50357	Pending
SALT LIFE	Bermuda No. 50358	Pending
SALT LIFE	Bermuda No. 50359	Pending
SALT LIFE	Bermuda No. 50360	Pending
SALT LIFE	Bermuda No. 50361	Pending
SALT LIFE	Bermuda No. 50362	Pending
SALT LIFE	British V.I. 5411	Registered 2/11/11
SALT LIFE	Cayman Islands No. CTM9585861	Registered 3/30/12
SALT LIFE	Curacao No. 15391	Registered 1/12/11
SALT LIFE	Dominica 3/2011	Registered 1/05/11

SALT LIFE	Guyana	Pending 1/10/11
SALT LIFE	Jamaica No. 57143	Registered 12/30/10
SALT LIFE	Monteserrat 4150	Registered 2/21/11
SALT LIFE	St. Kitts & Nevis	Pending
SALT LIFE	St. Lucia No. 7/2011	Registered 1/18/11
SALT LIFE	St. Vincent and the Grenadines No. 15/2011	Registered 1/18/11
SALT LIFE	St. Maarten 13692	Registered 1/12/11
SALT LIFE	Trinidad & Tobago No. N/A	Pending
SALT LIFE	Turks & Caicos Island No. 16414	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16415	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16416	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16417	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16418	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16419	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16420	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16421	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16422	Registered 12/29/10

SALT LIFE	Turks & Caicos Island No. 16423	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16424	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16425	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16426	Registered 12/29/10
SALT LIFE	Turks & Caicos Island No. 16427	Registered 12/29/10
SALT LIFE	Australia 1400652	Registered 12/20/10
SALT LIFE	Australia 1470493	Pending
SALT LIFE	Australia 1515765	Pending
SALT LIFE	Brazil 840.112.289	Pending
SALT LIFE	Brazil 840.112.270	Pending
SALT LIFE	Brazil 840.112.319	Pending
SALT LIFE	Brazil 840.112.262	Pending
SALT LIFE	Brazil 840.112.220	Pending
SALT LIFE	Brazil 840.112.203	Pending
SALT LIFE	Brazil 840.112.165	Pending
SALT LIFE	Brazil 840.112.157	Pending
SALT LIFE	Brazil 840.111.916	Pending
SALT LIFE	Brazil 840.112.114	Pending
SALT LIFE	Brazil 840.112.092	Pending

SALT LIFE	Brazil 840.112.050	Pending
SALT LIFE	Brazil 840.112.025	Pending
SALT LIFE	Brazil 840.111.991	Pending
SALT LIFE	Brazil 840.111.967	Pending
SALT LIFE	Brazil 840.111.940	Pending
SALT LIFE	Canada 1,506,210	Pending
SALT LIFE	China 9058284	Registered 1/28/12
SALT LIFE	China 9058283	Registered 1/28/12
SALT LIFE	China 9058282	Registered 1/28/12
SALT LIFE	China 9058281	Registered 3/28/12
SALT LIFE	China 9058280	Registered 1/28/12
SALT LIFE	China 9058279	Registered 4/28/12
SALT LIFE	China 9058278	Registered 1/28/12
SALT LIFE	China 9058274	Registered 1/28/12
SALT LIFE	China 9058273	Registered 1/28/12
SALT LIFE	China 9058272	Registered 1/28/12
SALT LIFE	China 9058271	Registered 3/14/12
SALT LIFE	China 9058270	Registered 4/28/12
SALT LIFE	China 9058269	Registered 1/28/12
SALT LIFE	China 9058268	Registered 1/28/12
SALT LIFE (in Chinese characters)	China 9109034	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109033	Registered 2/28/12

SALT LIFE (in Chinese characters)	China 9109032	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109031	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109030	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109029	Registered 4/28/12
SALT LIFE (in Chinese characters)	China 9109028	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109027	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109026	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109025	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109044	Registered 3/14/12
SALT LIFE (in Chinese characters)	China 9109043	Registered 4/28/12
SALT LIFE (in Chinese characters)	China 9109042	Registered 2/14/12
SALT LIFE (in Chinese characters)	China 9109041	Registered 2/28/12
SALT LIFE	CTM 009585861	Registered 8/13/11
SALT LIFE	Japan 5516879	Registered 2/07/11
SALT LIFE	Mexico 1213636	Registered 12/01/10
SALT LIFE	Mexico 1214251	Registered 12/01/10
SALT LIFE	Mexico 1254277	Registered 12/01/10
SALT LIFE	Mexico 1253378	Registered 12/01/10
SALT LIFE	Mexico 1254278	Registered 12/01/10
SALT LIFE	Mexico 1252875	Registered 12/01/10
SALT LIFE	Mexico 1231439	Registered 12/01/10
SALT LIFE	Mexico 1245195	Registered 12/01/10

SALT LIFE	Mexico 1228112	Registered 12/01/10
SALT LIFE	Mexico 1298962	Registered 2/27/12
SALT LIFE	Mexico 1228113	Registered 12/01/10
SALT LIFE	Mexico 1208070	Registered 12/01/10
SALT LIFE	Mexico 1245196	Registered 12/01/10
SALT LIFE	Mexico 1214252	Registered 12/01/10
SALT LIFE	Mexico 1225053	Registered 12/03/10
SALT LIFE	New Zeland 833993	Registered 11/29/10
SALT LIFE	New Zeland 834513	Registered 12/08/10
SALT LIFE	Bahamas	34529
SALT LIFE	Bahamas	34530

DELTA APPAREL IT

Domain Name

campechesportswear.com
delta-apparel.com
delta-apparel.xxx
deltaapparel.com
deltaapparel.mx
deltaapparel.xxx
deltaapparelinc.com
deltaapparelinc.xxx
dlaapparel.com
dlaapparel.net
funtees.com
junkfoodclothing.xxx
junkfoodforever.com
junkfoodforever.net
junkfoodforever.org
junkfoodforever.xxx
junkfoodoriginals.xxx
neighborhoodtheives.com
neighborhoodthieves.com
neighborhoodthieves.net
quailhollow.xxx
theneighborhoodthieves.com
theneighborhoodthieves.net
tlp-es.com
truevintage.net
truevintage.xxx
truevintageclothing.com
truevintageclothing.net
truevintageclothing.us
truevintageclothing.xxx
MySoffe.com
SoffeBusiness.com
SoffeFanClub.com
SoffeChic.com
SoffeHope.com
NewPaintShop.com
NewPaintTShop.com
NewPaintTeeShop.com
PaintAndCloth.com
StrayHeartLA.com

MJ SOFFE IT

Domain Name
allstarlettering.com
cottonx.com
cottonx.xxx
intensityathletics.com
junkfoodclothing.com
mjsoffe.biz
mjsoffe.com
mjsoffe.us
mjsoffe.xxx
soffe.com
soffe.us
soffechic.xxx
soffefanclub.xxx
soffehope.xxx
thecottonexchange.com
xt46.xxx

TO THE GAME IT

Domain Name
2thegame.com
2thegame.xxx
kentuckyderbycollection.com
kudzu-thegame.com
kudzullc.com
kudzullc.xxx
saltlife.xxx
thegameheadwear.com
thegameheadwear.xxx
thegamellc.com
thegamellc.xxx
ASALTLIFE.COM
CAPEFEARSALTLIFE.COM
IHATESALTLIFE.COM
IHATESALTLIFE.NET
ISLANDSALTLIFE.COM
LIFESALT.COM
LIFESALT.NET
LIFESALT.ORG
LIVETHESALTLIFE.COM
LIVETHESALTLIFE.NET
LIVINGTHESALTLIFE.COM
LIVINGTHESALTLIFE.INFO
LIVINGTHESALTLIFE.MOBI
LIVINGTHESALTLIFE.NET

LIVINGTHESALTLIFE.ORG
LIVINGTHESALTLIFE.US
MIAMISALTLIFE.COM
MYSALTLIFE.COM
NOSALTLIFE.COM
SALTH20LIFE.COM
SALTILIFE.COM
SALTLIFE-ONLINE.COM
SALTLIFE.BIZ
SALTLIFE.CC
SALTLIFE.CO
SALTLIFE.COM.BR
SALTLIFE.ME
SALTLIFE.MOBI
SALTLIFE.NET
SALTLIFE.US
SALTLIFE.WS
SALTLIFEAPPAREL.COM
SALTLIFEAPPAREL.NET
SALTLIFEAQUATICS.COM
SALTLIFEBEACHGEAR.COM
SALTLIFEBEACHGEAR.NET
SALTLIFEBIGWAVECHALLENGE.COM
SALTLIFEBLOG.COM
SALTLIFEBOATING.COM
SALTLIFECHURCH.COM
SALTLIFECLOTHING.COM
SALTLIFECOMESTICS.COM
SALTLIFECOMESTICS.NET
SALTLIFECONSTRUCTION.COM
SALTLIFECONSTRUCTION.NET
SALTLIFECORP.COM
SALTLIFEDEALS.COM
SALTLIFEDIVING.COM
SALTLIFEFISHING.COM
SALTLIFEFLORIDA.COM
SALTLIFEFLORIDA.NET
SALTLIFEFREEDIVING.COM
SALTLIFEGEAR.COM
SALTLIFEGIRLS.COM
SALTLIFEGUYS.COM
SALTLIFEHOLDINGS.COM
SALTLIFEINCHRIST.COM
SALTLIFEJEWELRY.COM

SALTLIFEJPN.COM
SALTLIFEKIDS.COM
SALTLIFEKITESURFING.COM
SALTLIFELIVING.COM
SALTLIFELIVING.INFO
SALTLIFELIVING.MOBI
SALTLIFELIVING.NET
SALTLIFELIVING.ORG
SALTLIFELIVING.US
SALTLIFEMAINTENANCE.COM
SALTLIFEMEDIA.COM
SALTLIFEMIAMI.COM
SALTLIFENASCAR.COM
SALTLIFENATION.COM
SALTLIFENETWORK.COM
SALTLIFEONLINE.COM
SALTLIFEPADDLEBOARDS.COM
SALTLIFEPADDLEBOARDS.NET
SALTLIFEPHOTOG.COM
SALTLIFEPHOTOGRAPHY.COM
SALTLIFEPROPERTIESOFWESTFLORIDA.COM
SALTLIFEPROPERTIESOFWESTFLORIDA.US
SALTLIFEPROPERTY.COM
SALTLIFEREALTOR.COM
SALTLIFEREALTOR.NET
SALTLIFEREALTY.COM
SALTLIFEREALTY.INFO
SALTLIFEREALTY.NET
SALTLIFEREALTYNC.COM
SALTLIFERESORT.COM
SALTLIFERESORTS.COM
SALTLIFES.COM
SALTLIFESAILING.COM
SALTLIFESANDALS.COM
SALTLIFESANDALS.NET
SALTLIFESAVINGS.COM
SALTLIFESCUBA.COM
SALTLIFESEAFOOD.COM
SALTLIFESHIRTS.COM
SALTLIFESHIRTS.NET
SALTLIFESHOP.COM
SALTLIFESITE.COM
SALTLIFESPEARFISHING.COM
SALTLIFESTORE.COM

SALTLIFESTYLE.COM
SALTLIFESUCKS.COM
SALTLIFESUCKS.NET
SALTLIFESUNGLASSES.COM
SALTLIFESUNGLASSES.NET
SALTLIFESUNSCREEN.COM
SALTLIFESUNSCREEN.NET
SALTLIFESUPPLY.COM
SALTLIFESURFBOARDS.COM
SALTLIFESURFBOARDS.NET
SALTLIFESURFING.COM
SALTLIFETSHIRTS.COM
SALTLIFETSHIRTS.NET
SALTLIFETV.COM
SALTLIFEVACATION.COM
SALTLIFEWAKEBOARDING.COM
SALTLIFEWAKEBOARDS.COM
SALTLIFEWAKEBOARDS.NET
SALTYLIFE.COM
SALTYLIFE.NET
SALTYLIFESAVINGS.COM
TEAMSALTLIFE.COM
TEAMSALTLIFE.NET
THESALTLIFE.COM
THESALTLIFE.NET
THESALTLIFE.US
THESALTLIFESTORE.COM
SALTLIFEGUIDESERVICE.COM
saltlife.com.au
saltlife.ca
saltlife.eu
saltlife.mx
saltlife.com.mx
saltlife.co.nz

ARTGUN IT

DOMAIN

tscmiami.com
agi001.biz
ago001.biz
tshirtcentralinc.com
artgun.net
artgun.biz
giftteez.com
artgun.info
artgun.us

EXHIBIT B

List of Licenses

Salt Life brand license agreements with: Board The Earth, LLC, Bimini Bay Outfitters, Ltd., Absolutely Natural, Salt Life Restaurant Group, LLC and C&H Lures Ultimate Tackle Center, Inc.

Salt Life brand sublicense agreement with Tervis, Inc. (through Salt Life licensee Board The Earth, LLC)

Junkfood Clothing Company license agreement with Uniqlo Co., Ltd.

M.J. Soffe, LLC license agreement with Eric McCrite & Associates

EXHIBIT C

Special Power of Attorney

STATE OF GEORGIA)
ss.:
COUNTY OF FULTON)

KNOW ALL MEN BY THESE PRESENTS, that **[NAME OF DEBTOR]** ("Debtor"), having an office at **[ADDRESS OF DEBTOR]** hereby appoints and constitutes, severally, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as agent for the Lenders (as defined in the hereinafter defined Trademark Security Agreement) (together with its successors in such capacity, "Agent"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment or other papers and the taking of any and all other action which Agent, in its discretion, deems necessary or advisable for the purpose of (a) assigning, selling, or otherwise disposing or handling of all right, title, and interest of Debtor in and to any Collateral (as defined in the Trademark Security Agreement) following the occurrence of an Event of Default under the Trademark Security Agreement, (b) recording, registering and filing of, or accomplishing any other formality with respect to the foregoing or (c) exercising the rights and remedies granted to Agent under the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers and the taking of any and all other action which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Third Amended and Restated Trademark Security Agreement, dated August ___, 2013, among Debtor, **[NAMES OF OTHER DEBTORS]** and Agent (as at any time amended, restated, modified or supplemented, the "Trademark Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Secured Obligations", as such term is defined in the Trademark Security Agreement, are paid in full and the Trademark Security Agreement is terminated in writing by Agent.

Dated: _____ ___, 20___

[NAME OF DEBTOR]

By: _____
Title: _____

STATE OF GEORGIA)
ss.:
COUNTY OF FULTON)

On this ____ day of _____, 20___, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of **[NAME OF DEBTOR]**, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

_____