

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
Hampshire Group, Limited		09/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue, Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85608566	
Serial Number:	85715113	
Serial Number:	77505498	ECO 24.7
Serial Number:	85147408	HAMPSHIRE
Serial Number:	85746546	HOME GROWN THREADS
Serial Number:	85605937	IQ INHERENT QUALITIES
Serial Number:	85089272	K
Serial Number:	78721137	LANDSCAPE
Serial Number:	78746002	NICK DANGER
Serial Number:	78780066	
Serial Number:	75007887	PLANET & COMPANY
Serial Number:	78136488	SPRING + MERCER

CORRESPONDENCE DATA

CH \$315.00 85608566

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	846068-3
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/15/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 26th day of September, 2013, by Hampshire Group, Limited, a Delaware corporation (the "**Grantor**"), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**").

WITNESSETH

WHEREAS, Grantor and its subsidiaries, Grantee and the lenders party thereto (the "**Lenders**") are parties to that certain Credit Agreement, dated as of September 26th, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Credit Agreement**"), providing for loans to be made to the Grantor and its subsidiaries by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of September 26th, 2013 between Grantor and its subsidiaries and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on **Schedule A** annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

HAMPSHIRE GROUP, LIMITED

By: 

Name: Paul M. Buxbaum

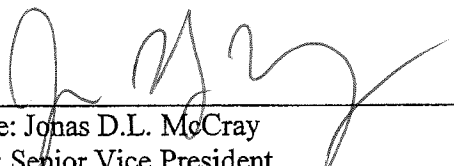
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005131 FRAME: 0233

Agreed and Accepted
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By: 
Name: Jonas D.L. McCray
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005131 FRAME: 0234

Schedule A

Trademarks

Mark	Serial No.	Application Date	Registered Owner
CROWN Logo	85608566	4/25/2012	Hampshire Group, Limited
Design of Symmetrical 6-Pointed shape	85715113	8/28/2012	Hampshire Group, Limited
ECO 24.7	77505498	6/23/2008	Hampshire Group, Limited
HAMPSHIRE	85147408	10/7/2010	Hampshire Group, Limited
HOME GROWN THREADS AND DESIGN	85746546	10/5/2012	Hampshire Group, Limited
IQ INHERENT QUALITIES	85605937	4/23/2012	Hampshire Group, Limited
K Logo	85089272	7/21/2010	Hampshire Group, Limited
LANDSCAPE	78721137	9/27/2005	Hampshire Group, Limited
NICK DANGER	78746002	11/3/2005	Hampshire Group, Limited
Parachute	78780066	12/23/2005	Hampshire Group, Limited
PLANET & COMPANY	75007887	10/19/1995	Hampshire Group, Limited
SPRING + MERCER	78136488	6/18/2002	Hampshire Group, Limited