

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delta Apparel, Inc.		05/10/2016	Corporation: GEORGIA
M.J. Soffe, LLC		05/10/2016	Limited Liability Company: NORTH CAROLINA
Junkfood Clothing Company		05/10/2016	Corporation: GEORGIA
Salt Life, LLC	FORMERLY To The Game, LLC	05/10/2016	Limited Liability Company: GEORGIA
Art Gun, LLC		05/10/2016	Limited Liability Company: GEORGIA

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Registration Number:</b>	4814587	JUNK FOOD
<b>Registration Number:</b>	4893471	SALT LIFE
<b>Registration Number:</b>	4852462	LIVE THE SALT LIFE
<b>Registration Number:</b>	4812265	K38
<b>Registration Number:</b>	4922411	THE STRENGTH IS IN US
<b>Serial Number:</b>	86221024	JUNK MAIL
<b>Serial Number:</b>	86251700	ALWAYS IN IT
<b>Serial Number:</b>	86323849	SALT LIFE
<b>Serial Number:</b>	86323869	WHERE THE SALT MEETS YOUR LIFE
<b>Serial Number:</b>	86404600	SOFFE
<b>Serial Number:</b>	86404566	INTENSITY
<b>Serial Number:</b>	86382544	VIDA SAL

CH \$465.00 4814587

Property Type	Number	Word Mark
Serial Number:	86404590	JUNK FOOD
Serial Number:	86480092	SALT LIFE
Serial Number:	86496029	SALT LIFE
Serial Number:	86496058	SALT LIFE
Serial Number:	86839584	PLAY LIKE LOVE
Serial Number:	86862077	SALT LIFE

**CORRESPONDENCE DATA**

**Fax Number:** 6785337772  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 404-681-5974  
**Email:** mlg@phrd.com  
**Correspondent Name:** Michael Grove  
**Address Line 1:** 303 Peachtree St., N.E.  
**Address Line 2:** 36th Floor  
**Address Line 4:** Atlanta, GEORGIA 30308

<b>ATTORNEY DOCKET NUMBER:</b>	312.171
<b>NAME OF SUBMITTER:</b>	Douglas A. Nail
<b>SIGNATURE:</b>	/DAN/
<b>DATE SIGNED:</b>	06/09/2016

**Total Attachments: 10**  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of May, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of May 10, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among DELTA APPAREL, INC., a Georgia corporation ("Delta"), M. J. SOFFE, LLC, a North Carolina limited liability company ("Soffe"), JUNKFOOD CLOTHING COMPANY, a Georgia corporation ("Junkfood"), SALT LIFE, LLC, a Georgia limited liability company formerly known as To The Game, LLC ("Salt Life"), ART GUN, LLC, a Georgia limited liability company ("Art Gun"; Delta, Soffe, Junkfood, Salt Life and Art Gun being hereinafter collectively called "Borrowers" and individually a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Sole Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 10, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original,

and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank;  
signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**DELTA APPAREL, INC.**, a Georgia corporation

By: Deborah H. Merrill  
Name: Deborah Merrill  
Title: CFO

**M. J. SOFFE, LLC**, a North Carolina limited liability company

By: Deborah H. Merrill  
Name: Deborah Merrill  
Title: CFO

**JUNKFOOD CLOTHING COMPANY**, a Georgia corporation

By: Deborah H. Merrill  
Name: Deborah Merrill  
Title: CFO

**SALT LIFE, LLC**, a Georgia limited liability company  
formerly known as To The Game, LLC

By: Deborah H. Merrill  
Name: Deborah Merrill  
Title: CFO

**ART GUN, LLC**, a Georgia limited liability company

By: Deborah H. Merrill  
Name: Deborah Merrill  
Title: CFO

[Signatures continue on following page.]

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
a national banking association, as Agent

By: 

Name: Delta Apparel

Its Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Junk Food	United States	JUNK FOOD	4814587	
Salt Life	United States	SALT LIFE	4893471	
Salt Life	United States	LIVE THE SALT LIFE	4852462	
Junk Food	United States	K38	4812265	
Soffe	United States	THE STRENGTH IS IN US	4922411	
Junk Food	United States	JUNK MAIL	86/221024	
Salt Life	United States	ALWAYS IN IT	86/251700	
Salt Life	United States	SALT LIFE	86/323849	
Salt Life	United States	WHERE THE SALT MEETS YOUR LIFE	86/323869	
Soffe	United States	SOFFE	86/404600	
Soffe	United States	INTENSITY (Stylized)	86/404566	
Salt Life	United States	VIDA SAL	86/382544	
Junk Food	United States	JUNK FOOD	86/404590	
Salt Life	United States	SALT LIFE	86/480092	
Salt Life	United States	SALT LIFE	86/496029	
Salt Life	United States	SALT LIFE	86/496058	
Delta Apparel	United States	PLAY LIKE LOVE	86/839584	
Salt Life	United States	SALT LIFE	86/862077	



Foreign Trademark Registrations

Mark Name	Country	Registration No.	CLASS
JUNK FOOD	Australia	1059111	018; 025
SOFFE	Bolivia	156206	025
SALT LIFE	Bahamas	34538	037
SALT LIFE	Bahamas	34544	049
JUNK FOOD	Canada	TMA685907	
SWEET N' SOUR	Canada	TMA666948	
SOFFE and design	Canada	TMA673517	025
JUNK MAIL	Canada	TMA737611	
JUNKFOOD	Chile	963913	025
JUNKFOOD	European Union	4808549	025
SOFFE and design	European Union	007500812	025
FREE LOVE and design	European Union	005768651	025
	European Union	005714571	025
SWEET AND SOUR	European Union	005711734	025
JUNK FOOD	European Union	013433958	009; 014; 016; 018; 020; 025
SOFFE	European Union	013425012	018; 025; 026
SALT LIFE	Guyana	024107	006
SALT LIFE	Guyana	024109	009
SALT LIFE	Guyana	024114	012
SALT LIFE	Guyana	024113	014
SALT LIFE	Guyana	024112	016
SALT LIFE	Guyana	024111	018
SALT LIFE	Guyana	024103	020
SALT LIFE	Guyana	024102	021
SALT LIFE	Guyana	024104	022
SALT LIFE	Guyana	024105	024
SALT LIFE	Guyana	024106	025
SALT LIFE	Guyana	024108	028
SALT LIFE	Guyana	024110	032
	Hong Kong	302397114	025
JUNK FOOD	Israel	186017	025
JUNK FOOD	Japan	4900798	025
JUNK FOOD	Japan	5221776	014; 018
JUNK FOOD in Katakana	Japan	4964134	025
SWEET AND SOUR	Japan	5134112	025
SWEET AND SOUR	Japan	5134113	025

Mark Name	Country	Registration No.	CLASS
in Katakana			
JUNK FOOD	Japan	5769320	016; 020; 027
SOFFE	Japan	5718937	025
JUNK FOOD	Republic of Korea	668426	025
DELTA EST. 1903 logo	Mexico	1590238	025
VIDA SAL	Mexico	1515034	025
JUNK FOOD	Singapore	T09/04084J	025
JUNK FOOD and heart design	Singapore	T0904089A	025
SALT LIFE	Trinidad and Tobago	43173	006; 009; 012; 014; 016; 018; 020; 021; 022; 024; 025; 028; 032; 035
JUNK FOOD	Taiwan, Province of China	1196501	025

#### Foreign Trademark Applications

Mark Name	Country	Application No.	CLASS
VIDA SAL	Brazil	908378297	025
SALT LIFE	Bahamas	34531	013
SALT LIFE	Bahamas	34532	014
SALT LIFE	Bahamas	34533	015
SALT LIFE	Bahamas	34534	016
SALT LIFE	Bahamas	34535	021
SALT LIFE	Bahamas	34536	022
SALT LIFE	Bahamas	34537	024
SALT LIFE	Bahamas	34539	038
SALT LIFE	Bahamas	34540	039
SALT LIFE	Bahamas	34541	041
SALT LIFE	Bahamas	34542	042
SALT LIFE	Bahamas	34543	043
SALT LIFE	Bahamas	34545	044
SALT LIFE	Bahamas	34546	050
Soffe Logo	Canada	1647226	025
SOFFE	Canada	1684981	
design S	Canada	1684982	025
SOFFE	Canada	1647225	025

Mark Name	Country	Application No.	CLASS
	Canada	11565656	025
JUNK FOOD peace glove logo	European Union	011789809	025
JUNK FOOD	India	000.2009.012422	025
JUNK FOOD and heart design	India	000.2009.012423	025
SOFFE	Kuwait	166614	025
SALT LIFE	South Africa	2015/26283	9
SALT LIFE	South Africa	2015/26284	25
SALT LIFE	South Africa	2015/26285	35

### Trademark Licenses

Salt Life, LLC has entered into an agreement with Bimini Bay Outfitters Ltd. via which Salt Life has granted Bimini Bay a limited, non-exclusive license to utilize certain Salt Life brand indicia and related intellectual property on sunglasses.

Salt Life, LLC has entered into an agreement with C&H Lures Ultimate Tackle Center, Inc. via which Salt Life has granted C&H a limited, non-exclusive license to utilize certain Salt Life brand indicia and related intellectual property on fishing lures.

Junkfood Clothing Company has entered into agreements with each of Art.com, Shalom, Homegrown and Panini via which Junkfood has granted those entities limited, non-exclusive licenses to utilize certain Junk Food brand indicia and related intellectual property on certain items.

M.J. Soffe, LLC has entered into an agreement with EMC Sports, Inc. via which Soffe has granted EMC a limited, non-exclusive license to utilize certain Soffe brand indicia and related intellectual property on various accessory products.

M.J. Soffe, LLC has entered into an agreement with Victory Team Apparel, Inc. via which Soffe has granted Victory a limited, non-exclusive license to utilize certain Soffe brand indicia and related intellectual property on various products.

Junkfood Clothing Company has entered into agreements with each of Warner Bros., the National Football League and Disney via which each of those entities has granted Junkfood a limited, non-exclusive license to utilize certain intellectual property of such entities on defined products.

M.J. Soffe, LLC has entered into agreements with each of the Department of the Navy and the Department of the Army via which each of those entities has granted Soffe a limited, non-exclusive license to utilize certain intellectual property of such entities on defined products.