

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HBI BRANDED APPAREL LIMITED, INC.		09/05/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CITIBANK, N.A., AS THE COLLATERAL AGENT
<b>Street Address:</b>	388 Greenwich Street
<b>Internal Address:</b>	14th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION:

**PROPERTY NUMBERS Total: 244**

Property Type	Number	Word Mark
Registration Number:	1448013	"IT'S A BOXER"
Registration Number:	2121539	1-800-HANES-2-U
Registration Number:	2973298	A LIFETIME OF COMFORT BEGINS
Registration Number:	0978674	ALIVE
Registration Number:	0831503	ALIVE
Registration Number:	0579747	BARELY THERE
Registration Number:	2739024	BEEFY SILVER
Registration Number:	2098239	BEEFY
Registration Number:	1277130	BEEFY-T
Registration Number:	1177358	BEEFY-T
Registration Number:	2267468	BEYOND BARE
Registration Number:	2391786	BODY CONTOURING
Registration Number:	3017279	BODY CREATIONS

OP \$6115.00 1448013

Registration Number:	3017280	BODY CREATIONS
Registration Number:	3026511	BODY CREATIONS ENHANCERS
Registration Number:	2903245	BODY DEFINERS
Registration Number:	2730617	BODY ENHANCERS
Registration Number:	1479690	
Registration Number:	2407022	BODY SILHOUETTES
Registration Number:	1795923	BODY TONERS
Registration Number:	1508226	BOYS SHOWTOONS
Registration Number:	2606419	BROWN SUGAR
Registration Number:	2176411	
Registration Number:	2553507	CELEBRITY
Registration Number:	2436642	CELEBRITY BY HANES HER WAY
Registration Number:	2728236	CELEBRITY BY HANES HER WAY
Registration Number:	2741981	CLASSIC SOLE
Registration Number:	2979613	COMFORT COOL
Registration Number:	2585848	COMFORT MATTERS
Registration Number:	2082135	COMFORT YOU CAN FEEL
Registration Number:	2109989	COMFORTBLEND
Registration Number:	876098	COMFORT-BLEND
Registration Number:	1833894	COMFORTSOFT
Registration Number:	2729479	COMFORTSOFT
Registration Number:	3110247	COMFORTSOFT
Registration Number:	3030657	COMFORTSOFT
Registration Number:	1422940	COMFORTWEAVE
Registration Number:	2973478	CONTROL TRUST SYSTEM
Registration Number:	2483608	COOL DRI
Registration Number:	2757534	COOL DRI
Registration Number:	2184366	COTTON CURVES
Registration Number:	2089049	CUSHIONMAX
Registration Number:	2652187	DIGITAL L'INK
Registration Number:	2485204	DIGITAL L'INK
Registration Number:	693559	DIPLOMAT
Registration Number:	776652	DIPLOMAT
Registration Number:	2205588	DUOFOLD D
Registration Number:	2177302	D DUOFOLD

Registration Number:	0857073	DUOFOLD
Registration Number:	830616	ELEVEN ELEVEN 11 11
Registration Number:	2485629	ENERGY CUSHION
Registration Number:	2118488	EVERFIT
Registration Number:	2898226	EZ SORT
Registration Number:	2480536	FIRST COLLECTION
Registration Number:	1415097	FITS LIKE A FANTASY
Registration Number:	1205551	FITTING PRETTY
Registration Number:	3069074	FRESH FLY
Registration Number:	2698092	FUN TO GROW IN
Registration Number:	2856087	GIRLWARE SOFTWARE FOR THE BODY
Registration Number:	2204532	GLACIER POINT
Registration Number:	2427585	GLISTEN
Registration Number:	2488612	GLITTER GIRL
Registration Number:	2708215	GLITTERWARE
Registration Number:	2833216	GO TAGLESS
Registration Number:	2990227	GO TAGLESS!
Registration Number:	2502436	H HANES PLAYWEAR
Registration Number:	2157184	H HANES
Registration Number:	1777262	H
Registration Number:	1779721	H HANES HER WAY
Registration Number:	1777264	H HANES
Registration Number:	847649	HANES
Registration Number:	2121985	HANES
Registration Number:	2073269	HANES
Registration Number:	2111307	HANES
Registration Number:	2328027	HANES
Registration Number:	2246201	HANES
Registration Number:	2247831	HANES
Registration Number:	2564042	HANES
Registration Number:	2759161	HANES
Registration Number:	2747545	HANES
Registration Number:	2510925	HANES
Registration Number:	3015701	HANES
Registration Number:	1447674	H HANES

Registration Number:	506197	HANES
Registration Number:	3084956	HANES
Registration Number:	1777256	HANES ABSOLUTELY ULTRA SHEER
Registration Number:	1533224	HANES ACTIVEWEAR
Registration Number:	2414695	HANES CIRCLE OF EXCELLENCE
Registration Number:	1326005	HANES CLASSICS
Registration Number:	1409560	HANES CLASSICS
Registration Number:	2571905	HANES FOR THE HOME
Registration Number:	1407771	HANES HER WAY
Registration Number:	1493223	HANES HER WAY
Registration Number:	1523632	HANES HER WAY
Registration Number:	1621310	HANES HER WAY
Registration Number:	1627276	HANES HER WAY
Registration Number:	2125934	HANES HER WAY
Registration Number:	2246243	HANES HER WAY
Registration Number:	1462934	HANES HER WAY
Registration Number:	2515724	HANES HER WAY
Registration Number:	2849225	HANES HER WAY ACCENTS
Registration Number:	2858091	HANES HER WAY AT HOME
Registration Number:	1802763	HANES HER WAY CLASSICS
Registration Number:	2735285	HANES HER WAY FLEXWIRE
Registration Number:	2854901	HANES HER WAY INVISIBLE
Registration Number:	2821163	HANES HER WAY SMART & STYLE
Registration Number:	2580303	HANES HER WAY SMART STYLE
Registration Number:	2625012	HANES HER WAY SOFT & SEAMLESS
Registration Number:	719339	HANES
Registration Number:	1928669	HANES SIGNATURE COLLECTION
Registration Number:	2981656	HANES SMART STYLE
Registration Number:	3053853	HANES SMART STYLE
Registration Number:	2468157	HANES SPORT
Registration Number:	2553172	HANES SPORT
Registration Number:	2714619	HANES SPORT
Registration Number:	2924055	HANES SPORT
Registration Number:	2885041	HANES SPORT
Registration Number:	1204627	HANES TOO

Registration Number:	1194751	HANES TOO
Registration Number:	2635973	HANES UNIVERSITY
Registration Number:	2944722	HANES UNLEASH'D
Registration Number:	1145496	HANES, TOO
Registration Number:	2737114	HANESNET.COM
Registration Number:	2345706	HANESPRINTABLES
Registration Number:	2655268	HARWOOD
Registration Number:	2872528	HEARTWARE
Registration Number:	2849424	HHW SPORTY
Registration Number:	2520313	IN SEASON
Registration Number:	1521047	INSTANT REPLAY
Registration Number:	2289465	INSULAYER
Registration Number:	2730661	LIFT 1 2 3
Registration Number:	894211	LITTLE COLOR
Registration Number:	2815691	MADE TO COMPLEMENT YOU . . . BEAUTIFULLY
Registration Number:	2695945	MOVES WITH YOU TO CREATE BEAUTIFUL CURVES
Registration Number:	3081562	MY STYLE
Registration Number:	2978113	NATIVA
Registration Number:	2722673	NO HOSE
Registration Number:	2726011	NO HOSE. NO LINES. JUST CURVES.
Registration Number:	2136325	ONE HANES PLACE
Registration Number:	2978187	ONE HANES PLACE
Registration Number:	2125530	OOPS PROOF
Registration Number:	1484370	OTHERWEAR
Registration Number:	2330702	
Registration Number:	2120635	PRINTPRO
Registration Number:	2443609	
Registration Number:	2082426	RELIANCE
Registration Number:	2813242	
Registration Number:	2953131	SCULPTING BAND
Registration Number:	3087695	SENSATIONAL CURVES
Registration Number:	2626640	SHAPE & SMOOTH
Registration Number:	1521023	SHOWTOONS
Registration Number:	1468389	SILK REFLECTIONS
Registration Number:	1587949	SILK REFLECTIONS

Registration Number:	2289198	SMOOTH COMFORT
Registration Number:	2063762	SMOOTHSTITCH
Registration Number:	2476165	SOFT ESSENTIALS
Registration Number:	2596171	SOFT FEEL
Registration Number:	2488586	SOFT L'INK
Registration Number:	2485205	SOFT L'INK
Registration Number:	2582436	SOFT L'INK
Registration Number:	2496847	SOFT L'INK
Registration Number:	2480392	SOFT REWARDS
Registration Number:	0688003	SOUTH PACIFIC
Registration Number:	2757735	SPORTYWARE
Registration Number:	2953294	STAYCLEAN
Registration Number:	3114820	STAYCLEAN
Registration Number:	768215	STEDMAN
Registration Number:	2973001	STEPZ
Registration Number:	2414372	STRETCH PERFECTION
Registration Number:	2605957	STRETCHFORM
Registration Number:	1151089	D
Registration Number:	2605958	SUITABLE ATTIRE
Registration Number:	2956878	TAGLESS
Registration Number:	2632257	THE BEST CANVAS FOR YOUR DESIGN
Registration Number:	2000420	THE FUSION OF STRENGTH AND BEAUTY
Registration Number:	828250	TODAY'S GIRL
Registration Number:	1461981	TODAY'S GIRL
Registration Number:	1354267	TOWN TAUPE
Registration Number:	1511355	TRUNX
Registration Number:	2123707	T-TALK
Registration Number:	2003656	ULTIMATE COTTON
Registration Number:	2510721	VARITHERM
Registration Number:	2270915	WEAR AROUND
Registration Number:	3069073	WHAT'S UNDER
Registration Number:	195873	DUOFOLD
Registration Number:	1946186	H HANES HEAVYWEIGHT
Registration Number:	1857302	SMOOTH ILLUSIONS
Serial Number:	78333721	PALU

Serial Number:	78636760	APLIGHT
Serial Number:	78636772	APMAX
Serial Number:	78636763	APZONE
Serial Number:	78429870	PORTMAN PLACE
Serial Number:	78519084	REDEFINE YOUR CURVES
Serial Number:	78787652	REST ESSENTIALS
Serial Number:	78828317	RESTWEAR
Serial Number:	78669461	SHEER RADIANCE
Serial Number:	78253868	SLEEKER CURVES, BARE LEGS AND ZERO LINES
Serial Number:	78828311	SLEEP IN COMFORT. REST IN STYLE.
Serial Number:	78238699	SMART SOLUTIONS
Serial Number:	78519062	SNOWBOUND
Serial Number:	78776909	SOFTNESS IS THE SECRET
Serial Number:	78700615	SOLUTIONS BY HANES
Serial Number:	78828325	STAYCLEAN
Serial Number:	78289611	STAYCLEAN MAX
Serial Number:	78280677	STEDMAN FOR HER
Serial Number:	78718376	TAGLESS
Serial Number:	78214070	TRANSLUCENCE
Serial Number:	78274216	XP
Serial Number:	78731302	A PERFECT MATCH FOR YOUR SKIN
Serial Number:	78529846	BECAUSE NATURE CAN BE A MOTHER
Serial Number:	78492459	BEEFY
Serial Number:	78776914	BEEFY
Serial Number:	78467347	BIG COMFORT
Serial Number:	78854679	
Serial Number:	78854570	BLUE TOE SEAM MEANS STAY CLEAN
Serial Number:	78787504	BODY PERFECT
Serial Number:	78906762	CLOTHING COMPATIBLE
Serial Number:	78274215	COFLEX
Serial Number:	78193858	COMFORT FLEX
Serial Number:	78788278	COMFORT STRETCH
Serial Number:	78828300	COMFORT. REINVENTED.
Serial Number:	78926418	COMFORTHERM
Serial Number:	78730683	COMFORTSOFT

Serial Number:	78731305	COMFORTSOFT
Serial Number:	78282682	COMFORTSOFT
Serial Number:	78816595	COMFORT COOL
Serial Number:	78922570	COOL DRI
Serial Number:	78525238	DIGI-POCKET
Serial Number:	78937606	EVERSOFT
Serial Number:	78519093	FRESH FACTOR
Serial Number:	78904532	GO FIGURE
Serial Number:	78487818	HANES
Serial Number:	78485372	HANES
Serial Number:	78828297	HANES ALL DAY DRY
Serial Number:	78493226	HANES CLASSICS
Serial Number:	78828293	HANES DRY
Serial Number:	78493181	HANES NATURAL LIFT
Serial Number:	78485380	HANES PURE
Serial Number:	78258013	HANES SPORT
Serial Number:	78154067	HANES STAYCLEAN
Serial Number:	78869156	HANES SPORT COMFORT SUPPORT SYSTEM
Serial Number:	78158772	HEEL SHIELD
Serial Number:	78485369	HANES
Serial Number:	78669439	KIDSMIX

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-701-7237  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Christopher Dore  
Address Line 1: 71 S. Wacker Drive  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	09/18/2006

Total Attachments: 12

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**TRADEMARK**

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TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

This TRADEMARK SECURITY AGREEMENT, dated as of September 5, 2006 (this "Agreement"), is made by HBI BRANDED APPAREL LIMITED, INC., a Delaware corporation (the "Grantor"), in favor of CITIBANK, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of September 5, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, HSBC Bank USA, National Association, LaSalle Bank National Association and Barclays Bank PLC, as the Co-Documentation Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as the Co-Syndication Agents, Citicorp USA, Inc., as the Administrative Agent, the Collateral Agent, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as the Joint Lead Arrangers and Joint Bookrunners, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of September 5, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications (except for any such applications filed pursuant to 15 U.S.C. § 1051(b)) in the United States Patent and Trademark Office, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the

security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

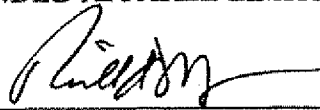
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer, solely in such capacity and not as an individual, as of the date first above written.

HBI BRANDED APPAREL LIMITED, INC.

By:   
Name: RICHARD MOSS  
Title: TREASURER

*Trademark Security Agreement*

**TRADEMARK  
REEL: 003392 FRAME: 0271**

CITIBANK, N.A.,  
as Collateral Agent

By: Patricia Gallagher

Name:

Title:

**PATRICIA GALLAGHER**  
**VICE PRESIDENT**

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003392 FRAME: 0272**

**All ownership is listed as if the transfer of assets has occurred (although the timeframe for transferring and proper recordation may not be as of the date of the schedules).**

**ITEM A. Trademarks**

**Registered Trademark Applications**

Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC.	"IT'S A BOXER"	1448013
HBI BRANDED APPAREL LIMITED, INC.	1-800-HANES-2-U	2121539
HBI BRANDED APPAREL LIMITED, INC.	A LIFETIME OF COMFORT BEGINS	2973298
HBI BRANDED APPAREL LIMITED, INC.	ALIVE	978674
HBI BRANDED APPAREL LIMITED, INC.	ALIVE Logo	831503
HBI BRANDED APPAREL LIMITED, INC.	BARELY THERE	579747
HBI BRANDED APPAREL LIMITED, INC.	BEEFY	2098239
HBI BRANDED APPAREL LIMITED, INC.	BEEFY SILVER	2739024
HBI BRANDED APPAREL LIMITED, INC.	BEEFY-T	1277130
HBI BRANDED APPAREL LIMITED, INC.	BEEFY-T LOGO	1177358
HBI BRANDED APPAREL LIMITED, INC.	BEYOND BARE	2267468
HBI BRANDED APPAREL LIMITED, INC.	BODY CONTOURING	2391786
HBI BRANDED APPAREL LIMITED, INC.	BODY CREATIONS	3017279
HBI BRANDED APPAREL LIMITED, INC.	BODY CREATIONS	3017280
HBI BRANDED APPAREL LIMITED, INC.	BODY CREATIONS ENHANCERS	3026511
HBI BRANDED APPAREL LIMITED, INC.	BODY DEFINERS	2903245
HBI BRANDED APPAREL LIMITED, INC.	BODY ENHANCERS	2730617
HBI BRANDED APPAREL LIMITED, INC.	BODY SILHOUETTE DESIGN	1479690
HBI BRANDED APPAREL LIMITED, INC.	BODY SILHOUETTES	2407022
HBI BRANDED APPAREL LIMITED, INC.	BODY TONERS	1795923
HBI BRANDED APPAREL LIMITED, INC.	BOYS SHOWTOONS LOGO	1508226
HBI BRANDED APPAREL LIMITED, INC.	BROWN SUGAR	2606419
HBI BRANDED APPAREL LIMITED, INC.	BULL DESIGN	2176411
HBI BRANDED APPAREL LIMITED, INC.	CELEBRITY	2553507
HBI BRANDED APPAREL LIMITED, INC.	CELEBRITY BY HANES HER WAY	2436642
HBI BRANDED APPAREL LIMITED, INC.	CELEBRITY BY HANES HER WAY	2436642
HBI BRANDED APPAREL LIMITED, INC.	CELEBRITY BY HANES HER WAY	2728236
HBI BRANDED APPAREL LIMITED, INC.	CLASSIC SOLE	2741981
HBI BRANDED APPAREL LIMITED, INC.	COMFORT COOL	2979613
HBI BRANDED APPAREL LIMITED, INC.	COMFORT MATTERS	2585848
HBI BRANDED APPAREL LIMITED, INC.	COMFORT YOU CAN FEEL	2082135
HBI BRANDED APPAREL LIMITED, INC.	COMFORTBLEND	2109989
HBI BRANDED APPAREL LIMITED, INC.	COMFORT-BLEND	876098

Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC.	COMFORTSOFT	1833894
HBI BRANDED APPAREL LIMITED, INC.	COMFORTSOFT	2729479
HBI BRANDED APPAREL LIMITED, INC.	COMFORTSOFT	3110247
HBI BRANDED APPAREL LIMITED, INC.	COMFORTSOFT	3030657
HBI BRANDED APPAREL LIMITED, INC.	COMFORTWEAVE	1422940
HBI BRANDED APPAREL LIMITED, INC.	CONTROL TRUST SYSTEM	2973478
HBI BRANDED APPAREL LIMITED, INC.	COOL DRI	2483608
HBI BRANDED APPAREL LIMITED, INC.	COOL DRI	2757534
HBI BRANDED APPAREL LIMITED, INC.	COTTON CURVES	2184366
HBI BRANDED APPAREL LIMITED, INC.	CUSHIONMAX	2089049
HBI BRANDED APPAREL LIMITED, INC.	DIGITAL L'INK	2652187
HBI BRANDED APPAREL LIMITED, INC.	DIGITAL L'INK	2485204
HBI BRANDED APPAREL LIMITED, INC.	DIPLOMAT	693559
HBI BRANDED APPAREL LIMITED, INC.	DIPLOMAT	776652
HBI BRANDED APPAREL LIMITED, INC.	DUOFOLD & D (silver lining)	2205588
HBI BRANDED APPAREL LIMITED, INC.	DUOFOLD & DESIGN	2177302
HBI BRANDED APPAREL LIMITED, INC.	DUOFOLD with Crown	857073
HBI BRANDED APPAREL LIMITED, INC.	ELEVEN ELEVEN & Design	830616
HBI BRANDED APPAREL LIMITED, INC.	ENERGY CUSHION	2485629
HBI BRANDED APPAREL LIMITED, INC.	EVERFIT	2118488
HBI BRANDED APPAREL LIMITED, INC.	EZ SORT	2898226
HBI BRANDED APPAREL LIMITED, INC.	FIRST COLLECTION	2480536
HBI BRANDED APPAREL LIMITED, INC.	FITS LIKE A FANTASY	1415097
HBI BRANDED APPAREL LIMITED, INC.	FITTING PRETTY	1205551
HBI BRANDED APPAREL LIMITED, INC.	FRESH FLY	3069074
HBI BRANDED APPAREL LIMITED, INC.	FUN TO GROW IN	2698092
HBI BRANDED APPAREL LIMITED, INC.	GIRLWARE SOFTWARE FOR THE BODY	2856087
HBI BRANDED APPAREL LIMITED, INC.	GLACIER POINT	2204532
HBI BRANDED APPAREL LIMITED, INC.	GLISTEN	2427585
HBI BRANDED APPAREL LIMITED, INC.	GLITTER GIRL	2488612
HBI BRANDED APPAREL LIMITED, INC.	GLITTERWARE	2708215
HBI BRANDED APPAREL LIMITED, INC.	GO TAGLESS	2833216
HBI BRANDED APPAREL LIMITED, INC.	GO TAGLESS!	2990227
HBI BRANDED APPAREL LIMITED, INC.	H ICON & HANES HORIZONTAL PLAYWEAR LOGO	2502436
HBI BRANDED APPAREL LIMITED, INC.	H icon over HANES patch Design	2157184
HBI BRANDED APPAREL LIMITED, INC.	H ICON PATCH	1777262
HBI BRANDED APPAREL LIMITED, INC.	H ICON PATCH & HANES HER WAY (RIGHT)	1779721
HBI BRANDED APPAREL LIMITED, INC.	H ICON PATCH & HANES HORIZONTAL	1777264
HBI BRANDED APPAREL LIMITED, INC.	HANES	847649
HBI BRANDED APPAREL LIMITED, INC.	HANES	2121985
HBI BRANDED APPAREL LIMITED, INC.	HANES	2073269
HBI BRANDED APPAREL LIMITED, INC.	HANES	2111307



Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC.	HANES	2328027
HBI BRANDED APPAREL LIMITED, INC.	HANES	2246201
HBI BRANDED APPAREL LIMITED, INC.	HANES	2247831
HBI BRANDED APPAREL LIMITED, INC.	HANES	2564042
HBI BRANDED APPAREL LIMITED, INC.	HANES & FLAG DESIGN	2759161
HBI BRANDED APPAREL LIMITED, INC.	HANES & FLAG DESIGN	2747545
HBI BRANDED APPAREL LIMITED, INC.	HANES & FLAG DESIGN	2510925
HBI BRANDED APPAREL LIMITED, INC.	HANES & FLAG DESIGN	3015701
HBI BRANDED APPAREL LIMITED, INC.	HANES & H DESIGN	1447674
HBI BRANDED APPAREL LIMITED, INC.	HANES & OLD SHIELD DESIGN	506197
HBI BRANDED APPAREL LIMITED, INC.	HANES & SHIELD DESIGN	3084956
HBI BRANDED APPAREL LIMITED, INC.	HANES ABSOLUTELY ULTRA SHEER	1777256
HBI BRANDED APPAREL LIMITED, INC.	HANES ACTIVEWEAR	1533224
HBI BRANDED APPAREL LIMITED, INC.	HANES CIRCLE OF EXCELLENCE LOGO	2414695
HBI BRANDED APPAREL LIMITED, INC.	HANES CLASSICS	1326005
HBI BRANDED APPAREL LIMITED, INC.	HANES CLASSICS	1409560
HBI BRANDED APPAREL LIMITED, INC.	HANES CLASSICS	1409560
HBI BRANDED APPAREL LIMITED, INC.	HANES FOR THE HOME & FLAG DESIGN	2571905
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY	1407771
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY	1493223
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY	1523632
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY	1621310
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY	1627276
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY	2125934
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY	2246243
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY & DESIGN	1462934
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY & FLAG DESIGN	2515724
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY ACCENTS	2849225
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY AT HOME	2858091
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY CLASSICS	1802763
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY FLEXWIRE & Design	2735285
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY INVISIBLE	2854901
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY SMART & STYLE	2821163
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY SMART STYLE	2580303
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY SOFT & SEAMLESS	2625012
HBI BRANDED APPAREL LIMITED, INC.	HANES Logo	719339
HBI BRANDED APPAREL LIMITED, INC.	HANES SIGNATURE COLLECTION	1928669
HBI BRANDED APPAREL LIMITED, INC.	HANES SMART STYLE	2981656
HBI BRANDED APPAREL LIMITED, INC.	HANES SMART STYLE	3053853

Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC.	HANES SPORT	2468157
HBI BRANDED APPAREL LIMITED, INC.	HANES SPORT	2553172
HBI BRANDED APPAREL LIMITED, INC.	HANES SPORT	2714619
HBI BRANDED APPAREL LIMITED, INC.	HANES SPORT	2924055
HBI BRANDED APPAREL LIMITED, INC.	HANES SPORT	2885041
HBI BRANDED APPAREL LIMITED, INC.	HANES TOO	1204627
HBI BRANDED APPAREL LIMITED, INC.	HANES TOO Stylized	1194751
HBI BRANDED APPAREL LIMITED, INC.	HANES UNIVERSITY	2635973
HBI BRANDED APPAREL LIMITED, INC.	HANES UNLEASH'D	2944722
HBI BRANDED APPAREL LIMITED, INC.	HANES, TOO	1145496
HBI BRANDED APPAREL LIMITED, INC.	HANESNET.COM	2737114
HBI BRANDED APPAREL LIMITED, INC.	HANESPRINTABLES	2345706
HBI BRANDED APPAREL LIMITED, INC.	HARWOOD	2655268
HBI BRANDED APPAREL LIMITED, INC.	HEARTWARE	2872528
HBI BRANDED APPAREL LIMITED, INC.	HIHW SPORTY	2849424
HBI BRANDED APPAREL LIMITED, INC.	IN SEASON	2520313
HBI BRANDED APPAREL LIMITED, INC.	INSTANT REPLAY	1521047
HBI BRANDED APPAREL LIMITED, INC.	INSULAYER	2289465
HBI BRANDED APPAREL LIMITED, INC.	LIFT 1 2 3	2730661
HBI BRANDED APPAREL LIMITED, INC.	LITTLE COLOR	894211
HBI BRANDED APPAREL LIMITED, INC.	MADE TO COMPLEMENT YOU . . . BEAUTIFULLY Stylized	2815691
HBI BRANDED APPAREL LIMITED, INC.	MOVES WITH YOU TO CREATE BEAUTIFUL CURVES	2695945
HBI BRANDED APPAREL LIMITED, INC.	MY STYLE	3081562
HBI BRANDED APPAREL LIMITED, INC.	NATIVA	2978113
HBI BRANDED APPAREL LIMITED, INC.	NO HOSE	2722673
HBI BRANDED APPAREL LIMITED, INC.	NO HOSE. NO LINES. JUST CURVES.	2726011
HBI BRANDED APPAREL LIMITED, INC.	ONE HANES PLACE	2136325
HBI BRANDED APPAREL LIMITED, INC.	ONE HANES PLACE	2978187
HBI BRANDED APPAREL LIMITED, INC.	OOPS PROOF	2125530
HBI BRANDED APPAREL LIMITED, INC.	OTHERWEAR	1484370
HBI BRANDED APPAREL LIMITED, INC.	PINK TOE SEAM Design	2330702
HBI BRANDED APPAREL LIMITED, INC.	PRINTPRO	2120635
HBI BRANDED APPAREL LIMITED, INC.	RED TOE SEAM Design	2443609
HBI BRANDED APPAREL LIMITED, INC.	RELIANCE	2082426
HBI BRANDED APPAREL LIMITED, INC.	RUNNER DESIGN	2813242
HBI BRANDED APPAREL LIMITED, INC.	SCULPTING BAND	2953131
HBI BRANDED APPAREL LIMITED, INC.	SENSATIONAL CURVES	3087695
HBI BRANDED APPAREL LIMITED, INC.	SHAPE & SMOOTH	2626640
HBI BRANDED APPAREL LIMITED, INC.	SHOWTOONS	1521023
HBI BRANDED APPAREL LIMITED, INC.	SILK REFLECTIONS	1468389
HBI BRANDED APPAREL LIMITED, INC.	SILK REFLECTIONS	1587949
HBI BRANDED APPAREL LIMITED, INC.	SMOOTH COMFORT	2289198
HBI BRANDED APPAREL LIMITED, INC.	SMOOTHSTITCH	2063762

Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC.	SOFT ESSENTIALS	2476165
HBI BRANDED APPAREL LIMITED, INC.	SOFT FEEL	2596171
HBI BRANDED APPAREL LIMITED, INC.	SOFT L'INK	2488586
HBI BRANDED APPAREL LIMITED, INC.	SOFT L'INK	2485205
HBI BRANDED APPAREL LIMITED, INC.	SOFT L'INK and Design	2582436
HBI BRANDED APPAREL LIMITED, INC.	SOFT L'INK LOGO	2496847
HBI BRANDED APPAREL LIMITED, INC.	SOFT REWARDS	2480392
HBI BRANDED APPAREL LIMITED, INC.	SOUTH PACIFIC	688003
HBI BRANDED APPAREL LIMITED, INC.	SPORTYWARE	2757735
HBI BRANDED APPAREL LIMITED, INC.	STAYCLEAN	2953294
HBI BRANDED APPAREL LIMITED, INC.	STAYCLEAN & Design	3114820
HBI BRANDED APPAREL LIMITED, INC.	STEDMAN	768215
HBI BRANDED APPAREL LIMITED, INC.	STEPZ	2973001
HBI BRANDED APPAREL LIMITED, INC.	STRETCH PERFECTION	2414372
HBI BRANDED APPAREL LIMITED, INC.	STRETCHFORM	2605957
HBI BRANDED APPAREL LIMITED, INC.	STYLIZED D W/CROWN DESIGN	1151089
HBI BRANDED APPAREL LIMITED, INC.	SUITABLE ATTIRE	2605958
HBI BRANDED APPAREL LIMITED, INC.	TAGLESS	2956878
HBI BRANDED APPAREL LIMITED, INC.	THE BEST CANVAS FOR YOUR DESIGN	2632257
HBI BRANDED APPAREL LIMITED, INC.	THE FUSION OF STRENGTH AND BEAUTY	2000420
HBI BRANDED APPAREL LIMITED, INC.	TODAY'S GIRL	828250
HBI BRANDED APPAREL LIMITED, INC.	TODAY'S GIRL & Design	1461981
HBI BRANDED APPAREL LIMITED, INC.	TOWN TAUPE	1354267
HBI BRANDED APPAREL LIMITED, INC.	TRUNX	1511355
HBI BRANDED APPAREL LIMITED, INC.	T-TALK	2123707
HBI BRANDED APPAREL LIMITED, INC.	ULTIMATE COTTON	2003656
HBI BRANDED APPAREL LIMITED, INC.	VARITHERM	2510721
HBI BRANDED APPAREL LIMITED, INC.	WEAR AROUND	2270915
HBI BRANDED APPAREL LIMITED, INC.	WHAT'S UNDER	3069073
HBI BRANDED APPAREL LIMITED, INC.	DUOFOLD (STYLIZED)	195873
HBI BRANDED APPAREL LIMITED, INC.	HANES HEAVYWEIGHT & H ICON PATCH	1946186
HBI BRANDED APPAREL LIMITED, INC.	SMOOTH ILLUSIONS	1857302

### Pending Trademark Applications

Owner	Trademark	Application Number
HBI BRANDED APPAREL LIMITED, INC.	BEEFY	78/776914
HBI BRANDED APPAREL LIMITED, INC.	BLUE TOE SEAM & Design	78/854679
HBI BRANDED APPAREL LIMITED, INC.	BLUE TOE SEAM MEANS STAY CLEAN	78/854570
HBI BRANDED APPAREL LIMITED, INC.	CLOTHING COMPATIBLE	78/906762
HBI BRANDED APPAREL LIMITED, INC.	COMFORT STRETCH	78/788278

Owner	Trademark	Application Number
HBI BRANDED APPAREL LIMITED, INC.	COMFORT. REINVENTED.	78/828300
HBI BRANDED APPAREL LIMITED, INC.	COMFORTHERM	78/926418
HBI BRANDED APPAREL LIMITED, INC.	COOL COMFORT	78/816595
HBI BRANDED APPAREL LIMITED, INC.	COOL DRI	78/922570
HBI BRANDED APPAREL LIMITED, INC.	EVERSOFT	78/937606
HBI BRANDED APPAREL LIMITED, INC.	GO FIGURE	78/904532
HBI BRANDED APPAREL LIMITED, INC.	HANES & FLAG DESIGN	78/485372
HBI BRANDED APPAREL LIMITED, INC.	HANES ALL DAY DRY	78/828297
HBI BRANDED APPAREL LIMITED, INC.	HANES DRY	78/828293
HBI BRANDED APPAREL LIMITED, INC.	HANES NATURAL LIFT	78/493181
HBI BRANDED APPAREL LIMITED, INC.	HANES SUPPORT COMFORT SYSTEM	78/869156
HBI BRANDED APPAREL LIMITED, INC.	RESTWEAR	78/828317
HBI BRANDED APPAREL LIMITED, INC.	SLEEP IN COMFORT. REST IN STYLE.	78/828311
HBI BRANDED APPAREL LIMITED, INC.	STAYCLEAN	78/828325
HBI BRANDED APPAREL LIMITED, INC.	A PERFECT MATCH FOR YOUR SKIN	78/731302
HBI BRANDED APPAREL LIMITED, INC.	APLight	78/636760
HBI BRANDED APPAREL LIMITED, INC.	APMax	78/636772
HBI BRANDED APPAREL LIMITED, INC.	APZone	78/636763
HBI BRANDED APPAREL LIMITED, INC.	BECAUSE NATURE CAN BE A MOTHER	78/529846
HBI BRANDED APPAREL LIMITED, INC.	BEEFY	78/492459
HBI BRANDED APPAREL LIMITED, INC.	BIG COMFORT	78/467347
HBI BRANDED APPAREL LIMITED, INC.	BODY PERFECT	78/787504
HBI BRANDED APPAREL LIMITED, INC.	COFLEX	78/274215
HBI BRANDED APPAREL LIMITED, INC.	COMFORT FLEX	78/193858
HBI BRANDED APPAREL LIMITED, INC.	COMFORTSOFT	78/730683
HBI BRANDED APPAREL LIMITED, INC.	COMFORTSOFT	78/731305
HBI BRANDED APPAREL LIMITED, INC.	COMFORTSOFT DESIGN	78/282682
HBI BRANDED APPAREL LIMITED, INC.	DIGI-POCKET	78/525238
HBI BRANDED APPAREL LIMITED, INC.	FRESH FACTOR	78/519093
HBI BRANDED APPAREL LIMITED, INC.	HANES	78/485369
HBI BRANDED APPAREL LIMITED, INC.	HANES	78/487818
HBI BRANDED APPAREL LIMITED, INC.	HANES CLASSICS	78/493226
HBI BRANDED APPAREL LIMITED, INC.	HANES PURE	78/485380
HBI BRANDED APPAREL LIMITED, INC.	HANES SPORT	78/258013
HBI BRANDED APPAREL LIMITED, INC.	HANES STAYCLEAN	78/154067
HBI BRANDED APPAREL LIMITED, INC.	HEEL SHIELD	78/158772
HBI BRANDED APPAREL LIMITED, INC.	KIDSMIX	78/669439
HBI BRANDED APPAREL LIMITED, INC.	PALU & DESIGN	78/333721
HBI BRANDED APPAREL LIMITED, INC.	PORTMAN PLACE	78/429870
HBI BRANDED APPAREL LIMITED, INC.	REDEFINE YOUR CURVES	78/519084
HBI BRANDED APPAREL LIMITED, INC.	REST ESSENTIALS	78/787652
HBI BRANDED APPAREL LIMITED, INC.	SHEER RADIANCE	78/669461
HBI BRANDED APPAREL LIMITED, INC.	SLEEKER CURVES, BARE LEGS AND ZERO LINES	78/253868
HBI BRANDED APPAREL LIMITED, INC.	SMART SOLUTIONS & Design	78/238699
HBI BRANDED APPAREL LIMITED, INC.	SNOWBOUND	78/519062
HBI BRANDED APPAREL LIMITED, INC.	SOFTNESS IS THE SECRET	78/776909
HBI BRANDED APPAREL LIMITED, INC.	SOLUTIONS BY HANES	78/700615
HBI BRANDED APPAREL LIMITED, INC.	STAYCLEAN MAX	78/289611

Owner	Trademark	Application Number
HBI BRANDED APPAREL LIMITED, INC.	STEDMAN FOR HER	78/280677
HBI BRANDED APPAREL LIMITED, INC.	TAGLESS	78/718376
HBI BRANDED APPAREL LIMITED, INC.	TRANSLUCENCE	78/214070
HBI BRANDED APPAREL LIMITED, INC.	XP DESIGN	78/274216

Trademark Applications In Preparation

N/A

**ITEM B. Trademark Licenses**

Our Trademark	Other Party Trademark	Matter Title	Status	Effective Date	Expiration Date
COMFORTSOFT		License Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Pico Manufacturing Loungewear and Sales Co., LLC	Active	05/20/05	11/30/08
GO TAGLESS		License Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Pico Manufacturing Loungewear and Sales Co., LLC	Active	05/20/05	11/30/08
HANES		License Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Pico Manufacturing Loungewear and Sales Co., LLC	Active	05/20/05	11/30/08
HANES AUTHENTIC		License Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Pico Manufacturing Loungewear and Sales Co., LLC	Active	05/20/05	11/30/08
HANES CLASSICS		License Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Pico Manufacturing Loungewear and Sales Co., LLC	Active	05/20/05	11/30/08
HANES PREMIUM		License Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Pico Manufacturing Loungewear and Sales Co., LLC	Active	05/20/05	11/30/08
HANES ULTIMATE		License Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Pico Manufacturing Loungewear and Sales Co., LLC	Active	05/20/05	11/30/08
TAGLESS		License Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Pico Manufacturing Loungewear and Sales Co., LLC	Active	05/20/05	11/30/08
HANES		Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Dick Broadcasting Company, Inc.	Active	07/13/06	07/13/07