

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
Allied Capital Corporation		06/29/2009	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	AEA Mezzanine Fund II LP
Street Address:	One Stamford Plaza, 12th Floor
Internal Address:	c/o AEA Mezzanine Management LP
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	73648088	AUGUSTA SPORTSWEAR
Serial Number:	74369832	BOMARK
Serial Number:	74369903	BOMARK
Serial Number:	74265448	HIGH 5 SPORTSWEAR
Serial Number:	76193196	HIGH 5 SPORTSWEAR
Serial Number:	76976933	HIGH 5
Serial Number:	76553747	HIGH 5
Serial Number:	77320761	HIGH FIVE
Serial Number:	78595235	HIGH FIVE SPORTSWEAR
Serial Number:	76551458	HIGH 5
Serial Number:	75024244	JONES & MITCHELL
Serial Number:	78734083	H HOLLOWAY
Serial Number:	78734093	H HOLLOWAY

CH \$365.00 73648088

900137468

**TRADEMARK
 REEL: 004013 FRAME: 0377**

Serial Number:

78734096

H

CORRESPONDENCE DATA

Fax Number: (212)735-8708

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212 735-8600

Email: mantoinette@morrisoncohen.com

Correspondent Name: Marissa L. Antoinette, Esq.

Address Line 1: 909 Third Avenue

Address Line 2: c/o Morrison Cohen LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

018218-0109(MANTOINETTE)

NAME OF SUBMITTER:

Marissa A. Antoinette

Signature:

/MANTOINETTE/

Date:

06/29/2009

Total Attachments: 9

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OMNIBUS ASSIGNMENT

This Omnibus Assignment (this "*Assignment*") is executed and delivered on this 29th day of June, 2009 (the "*Transfer Date*") by and between Allied Capital Corporation, a Maryland corporation ("*Assignor*"), and AEA Mezzanine Fund II LP, a Delaware limited partnership ("*Assignee*").

RECITALS:

A. Assignor, as collateral agent pursuant to that certain Second Lien Credit Agreement dated as of January 15, 2008, as amended by First Amendment to Second Lien Credit Agreement dated as of February 15, 2008, by and among the Credit Parties party thereto, Assignor, as collateral agent for the Lenders and for itself as Lender, General Electric Capital Corporation, as administrative agent for the Lenders and for itself as Lender and the Lenders party thereto (the "*Existing Second Lien Credit Agreement*"), is party to certain security, guaranty and pledge agreements including, without limitation, those described on Schedule A attached hereto (collectively, the "*Assigned Security Agreements*").

B. Effective as of the date hereof, Assignor has resigned as collateral agent and contemporaneously herewith, the Existing Second Lien Credit Agreement shall be amended in order to, among other things, appoint Assignee as the successor collateral agent thereunder (the Existing Second Lien Credit Agreement as amended and as the same may be further amended, restated, supplemented or otherwise modified from time to time, is hereinafter referred to as the "*Second Lien Credit Agreement*"; capitalized terms used herein without definition are used as defined in the Second Lien Credit Agreement).

C. In connection with the foregoing reappointment of the collateral agent under the Second Lien Credit Agreement, Assignor desires to transfer and assign, without recourse to Assignee, all of Assignor's right, title and interest as collateral agent in, to and under, the Assigned Security Agreements.

D. Assignee desires to accept such transfer and assignment of Assignor's right, title and interest as collateral agent in, to and under, the Assigned Security Agreements and to have the benefit of all such rights with respect to the Assigned Security Agreements.

NOW, THEREFORE, it is hereby agreed as follows:

1. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer, without recourse, representations or warranties, to Assignee, Assignor's right, title and interest as collateral agent in, to and under, all of the Assigned Security Agreements.

2. The Agent and the Credit Parties that are parties hereto acknowledge and agree that Assignee is a transferee and assignee of Assignor under each of the Assigned Security

Agreements and, therefore, such Assigned Security Agreements shall be binding upon and shall be for the benefit of the Assignee, as Collateral Agent for the benefit of the Lenders.

3. THIS ASSIGNMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS OR INSTRUMENTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN SUCH STATE.

4. This Assignment contains the entire agreement among the parties hereto with respect to the subject matter hereof. This Assignment may be amended only by a written consent signed by the parties hereto.

5. Telefacsimile transmissions of any executed original document and/or retransmission of any executed telefacsimile transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm telefacsimile transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment.

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ASSIGNOR:

ALLIED CAPITAL CORPORATION

By: [Signature]
Name: Frank Izzo
Title: Managing Director

ASSIGNEE:

AEA MEZZANINE FUND II LP,

By: AEA MEZZANINE PARTNERS II LP,
its general partner

By: AEA MEZZANINE MANAGEMENT II GP LLC,
its general partner

By: _____
Name: Joseph D. Carrabino, Jr.
Title: Managing Member

Acknowledged and Agreed to:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

ASHI HOLDCO, INC.

By: _____
Name: _____
Title: _____

AUGUSTA SPORTSWEAR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO OMNIBUS ASSIGNMENT]

ASSIGNOR:

ALLIED CAPITAL CORPORATION

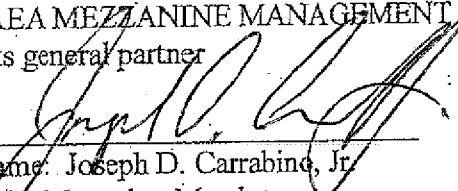
By: _____
Name:
Title:

ASSIGNEE:

AEA MEZZANINE FUND II LP,

By: AEA MEZZANINE PARTNERS II LP,
its general partner

By: AEA MEZZANINE MANAGEMENT II GP LLC,
its general partner

By: 
Name: Joseph D. Carrabino, Jr.
Title: Managing Member

Acknowledged and Agreed to:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

ASHI HOLDCO, INC.

By: _____
Name: _____
Title: _____

AUGUSTA SPORTSWEAR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

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ASSIGNOR:

ALLIED CAPITAL CORPORATION.

By: _____

Name:

Title:

ASSIGNEE:

AEA MEZZANINE FUND II LP,

By: AEA MEZZANINE PARTNERS II LP,
its general partner

By: AEA MEZZANINE MANAGEMENT II GP LLC,
its general partner


By: _____

Name: Joseph D. Carrabino, Jr.

Title: Managing Member

Acknowledged and Agreed to:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:  _____

Name: David Indelicato

Title: Duly Authorized Signatory

ASHI HOLDCO, INC.

By: _____

Name: _____

Title: _____

AUGUSTA SPORTSWEAR HOLDINGS, INC.

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO OMNIBUS ASSIGNMENT]

ASSIGNOR:

ALLIED CAPITAL CORPORATION

By: _____
Name:
Title:

ASSIGNEE:

AEA MEZZANENE FUND II LP,

By: AEA MEZZANINE PARTNERS II LP,
its general partner

By: AEA MEZZANINE MANAGEMENT I GP LLC,
its general partner

By: _____
Name: Joseph D. Carrabino, Jr.
Title: Managing Member

Acknowledged and Agreed to:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

ASHI HOLDCO, INC.

By: W. Pat Harris
Name: W. Pat Harris
Title: CEO

AUGUSTA SPORTSWEAR HOLDINGS, INC.

By: W. Pat Harris
Name: W. Pat Harris
Title: CEO

[SIGNATURE PAGE TO OMNIBUS ASSIGNMENT]

AUGUSTA SPORTSWEAR HOLDING COMPANY

By: W. Harris
Name: W. P. Harris
Title: CEO

AUGUSTA SPORTSWEAR GROUP, INC.

By: W. Harris
Name: W. P. Harris
Title: CEO

AUGUSTA SPORTSWEAR, INC.

By: W. Harris
Name: W. P. Harris
Title: CEO

BOMARK ACQUISITION CORPORATION

By: W. Harris
Name: W. P. Harris
Title: CEO

HIGH 5 SPORTSWEAR, INC.

By: W. Harris
Name: W. P. Harris
Title: CEO

JONES & MITCHELL SPORTSWEAR, INC.

By: W. Harris
Name: W. P. Harris
Title: CEO

HOLLOWAY SPORTSWEAR, INC.

By: W. Harris
Name: W. P. Harris
Title: CEO

[SIGNATURE PAGE TO OMNIBUS ASSIGNMENT]

SCHEDULE A

1. Guaranty and Security Agreement (Second Lien) dated as of January 15, 2008, by Augusta Sportswear Holdings, Inc., a Delaware corporation ("**Initial Borrower**"), Augusta Sportswear Holding Company, a Delaware corporation ("**Augusta Sportswear Holding Company**"), Augusta Sportswear Group, Inc., a Delaware corporation ("**Augusta Group**"), Augusta Sportswear, Inc., a Delaware corporation ("**Augusta Sportswear**"), Bomark Acquisition Corporation, a Georgia corporation ("**Bomark Acquisition**"), High 5 Sportswear, Inc., a Washington corporation ("**High 5**"), Jones & Mitchell Sportswear, Inc., a Kansas corporation ("**Jones & Mitchell**"), and Holloway Sportswear, Inc., a Delaware corporation ("**Holloway**"; Initial Borrower, Augusta Sportswear Holding Company, Augusta Group, Augusta Sportswear, Bomark Acquisition, High 5, Jones & Mitchell, and Holloway are sometimes referred to herein collectively as the "**Borrowers**"), ASHI Holdco, Inc., a Delaware corporation ("**Holdings**"), in favor of Allied Capital Corporation, a Maryland corporation, as collateral agent for the Lenders and each other Secured Party (the "**Collateral Agent**").
2. Pledge Amendment (Second Lien) dated as of January 15, 2008, by Initial Borrower, Augusta Sportswear Holding Company, Augusta Group and Augusta Sportswear in favor of the Collateral Agent.
3. Second Lien Trademark Security Agreement dated as of January 15, 2008 by Augusta Sportswear in favor of the Collateral Agent with respect to the registered trademark "Augusta Sportswear" (Serial # 73/648,088).
4. Second Lien Trademark Security Agreement dated as of January 15, 2008 by Bomark Acquisition in favor of the Collateral Agent with respect to the registered trademarks (i) "Bomark" (Serial # 74/369,832) and (ii) "Bomark" (stylized design) (Serial # 74/369,903).
5. Second Lien Trademark Security Agreement dated as of January 15, 2008 by High 5 in favor of the Collateral Agent with respect to (A) the registered trademarks (i) "High 5 Sportswear" (stylized design) (Serial # 74/265,448), (ii) "High 5 Sportswear" (Serial # 76/193,196), (iii) "High 5" (Serial #76/976,933, (iv) "High 5" (stylized design) (Serial # 76/553,747) and (v) and "High Five" (stylized design) (Serial #77/320,761) and (B) the trademark applications (i) "High Five Sportswear" (stylized design) (Serial # 78/595,235) and (ii) "High 5" (Serial # 76/551,458).
6. Second Lien Trademark Security Agreement dated as of January 15, 2008 by Jones & Mitchell in favor of the Collateral Agent with respect to the registered trademark "Jones & Mitchell" (Serial # 75/024,244).
7. Second Lien Trademark Security Agreement dated as of January 15, 2008 by Holloway in favor of the Collateral Agent with respect to the registered trademarks (i) "H Holloway" (stylized design) (Serial #78/734,083), (ii) "H Holloway" (stylized design) (Serial #78/734,093) and (iii) (stylized design) (Serial # 78/734,096).

8. Second Lien Copyright Security Agreement dated as of January 15, 2008 by Holloway in favor of the Collateral Agent with respect to the registered copyrights (i) Holloway apparel collection (Reg. #TX0006195368) and (ii) Holloway team apparel embroidery program (Reg. #TX0006232824).
9. Assignment of Securities Purchase Agreement dated as of January 15, 2008 by the Initial Borrower, as Borrower Representative in favor of the Collateral Agent.
10. Second Priority Deed to Secure Debt and Security Agreement dated as of January 15, 2008 by Augusta Sportswear, as Grantor and the Collateral Agent, as Grantee.
11. Second Lien Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by Holloway, as Mortgagor and the Collateral Agent, as Mortgagee.
12. Deposit Account Control Agreement dated as of February 12, 2008 by and among Harris N.A. ("**Harris**"), Augusta Sportswear, General Electric Capital Corporation, as First Lien Agent ("**GECC**") and the Collateral Agent.
13. Deposit Account Control Agreement dated as of February 12, 2008 by and among Harris, Bomark Acquisition, GECC and the Collateral Agent.
14. Deposit Account Control Agreement dated as of February 12, 2008 by and among Harris, High 5, GECC and the Collateral Agent.
15. Deposit Account Control Agreement dated as of February 12, 2008 by and among Harris, Jones & Mitchell, GECC and the Collateral Agent.
16. Deposit Account Control Agreement dated as of February 12, 2008 by and among Harris, Holloway, GECC and the Collateral Agent.