

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
PremiumWear, Inc.		01/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Capital Finance Corporation (Canada)
Street Address:	40 King Street West
Internal Address:	Suite 2500
City:	Toronto
State/Country:	ONTARIO
Postal Code:	MSH 3Y2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76587723	PAGE & TUTTLE
Serial Number:	76587722	PT PAGE & TUTTLE
Serial Number:	76598833	COOL SWING
Serial Number:	78523888	COOL SWING
Serial Number:	76587721	H2O MOISTURE WICKING
Serial Number:	76587720	H2O MOISTURE WICKING
Serial Number:	76611265	DERMA2
Serial Number:	77223642	COOL ELITE
Serial Number:	77901288	PAGE & TUTTLE

CORRESPONDENCE DATA

Fax Number: (404)527-4817
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4045274957

CH \$240.00 76587723

900152387

**TRADEMARK
 REEL: 004133 FRAME: 0091**

Email: ljackson@mckennalong.com
Correspondent Name: Leah D Jackson
Address Line 1: 303 Peachtree Street NE
Address Line 2: Suite 5300
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	32128.0001
NAME OF SUBMITTER:	Leah D Jackson
Signature:	/ldj/
Date:	01/19/2010
Total Attachments: 5 source=PWWachovia#page1.tif source=PWWachovia#page2.tif source=PWWachovia#page3.tif source=PWWachovia#page4.tif source=PWWachovia#page5.tif	

COLLATERAL ASSIGNMENT

THIS COLLATERAL ASSIGNMENT (hereinafter referred to as this "Assignment"), is made as of January 15, 2010, by **PremiumWear, Inc.** ("Assignor") in favor of **Wachovia Capital Finance Corporation (Canada)** ("Assignee").

WITNESSETH:

WHEREAS, Assignee has a security interest in all of the assets of Assignor to secure certain amounts previously loaned to Assignor by Assignee (the "Indebtedness");

WHEREAS, pursuant to that certain Purchase and Transition Agreement, dated as of even date herewith (the "Agreement"), Assignor is selling certain trademarks set forth on (the "Trademarks") to River's End Holdings, LLC ("River's End") for \$100,000 in cash and a \$400,000 Contingent Promissory Note (the "Note");

WHEREAS, in order for Assignor to sell the Trademarks, Assignee has consented to the transactions contemplated in the Agreement and has agreed to release its lien on the Trademarks;

WHEREAS, River's End's is executing and delivering to Assignor that certain Trademark Security Agreement, dated as of even date herewith (the "Security Agreement"), to secure its obligations under the Note; and

WHEREAS, as a condition to Assignee's consent to the transactions contemplated in the Agreement and agreement to release its lien on the Trademarks, Assignor has agreed to transfer its rights and interests to the Note and the Security Agreement to the Assignee;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby covenant and agree as follows:

ARTICLE ONE

DEFINITIONS

1.01 In addition to such other terms as are elsewhere defined herein, the following terms shall have the following meanings, as used in this Assignment and in any exhibits attached hereto, unless the context requires otherwise:

"Collateral" shall mean, collectively, all of the Assignor's right, title, equity and interest in and to:

(a) The Note and all rights and interests thereunder, together with any and all amendments, modifications, consolidations, replacements, renewals, restatements or supplements thereto, and all rights, remedies, collateral instruments or other documents made or granted in favor of, or for the benefit of, Assignor in connection with the loans evidenced by the Note;

(b) All security for the indebtedness or other obligations evidenced by the documents and instruments described in paragraph (a) above, and all liens, security interests and title in favor of or for the benefit of Assignor with respect thereto;

(c) All documents evidencing the documents and instruments described in paragraph (a) above or any security therefor, all books, files, records, programs, ledger books, computer tapes arising from or created in connection with such documents and instruments and all other instruments, documents, agreements and writings now or hereafter executed by, in favor of or for the benefit of Assignor and instruments in connection with any of the foregoing, and all other documents now or hereafter delivered or to be delivered to or for the benefit of Assignor under the documents and instruments described in paragraph (a) above (all of said Note and other documents, instruments and agreements, and any and all additions, renewals, extensions, amendments, modifications, consolidations, restatements or supplements thereto of any of the foregoing, being hereinafter referred to collectively as the "Collateral Documents"); and

(d) All proceeds and products of the foregoing of every type.

ARTICLE TWO

ASSIGNMENT

2.01 Assignment of, and Grant of Security Interest in, the Collateral. As security for the full and prompt payment and performance by Assignor of the Indebtedness, Assignor hereby transfers, assigns, pledges, conveys to, grants a security interest in, the Collateral and all right, title, equity and interest of Assignor in and to the Collateral. It is the intention of the parties hereto that Assignee shall have a continuing, general lien upon, security title to and security interest in the Collateral.

2.02 Terms of Assignment. It is acknowledged and agreed by the parties hereto that Assignee shall have sole and exclusive possession of the Collateral and that this Assignment constitutes a present and current assignment of all the Collateral and is effective upon the execution and delivery hereof.

2.03 Further Documentation. The Assignor agrees from time to time to execute any and all assignment or other forms or documents that the Assignee may reasonably deem necessary or appropriate to assign the Note or proceeds thereof to the Assignee, including, if reasonably requested by the Assignee, notifying River's End of the pledge of the Note to Assignee and directing River's End to make all payments of principal and interest due under the Note directly to Assignee for the benefit of the Assignors.

ARTICLE THREE

COVENANTS, REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor hereby warrants and represents to, and covenants and agrees with, Assignee as follows:

3.01 Note is Binding. The Note is a legal, valid, and binding instrument, payable and enforceable in accordance with its terms and has not been modified or amended.

3.02 Enforceability of This Assignment. This Assignment constitutes the legal, valid and binding obligation of Assignor enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws generally affecting the rights of creditors.

3.03 Right to Execute This Assignment. Assignor has full right, power and authority to enter into, deliver and execute this Assignment. The execution and delivery of this Assignment, and the consummation of the transactions contemplated herein, and the fulfillment of, and the compliance with, the terms and conditions of this Assignment, do not and will not (i) violate or conflict with any of the terms or provisions of the Collateral; (ii) violate any provision of any judicial or administrative order, award, judgment or decree applicable to Assignor or the Collateral; or (iii) conflict with, result in a breach of or a right to cancel, or constitute a default under, the articles of incorporation, by-laws, or any other charter or organization agreements or documents of Assignor.

3.04 No Lawsuits. No action has been brought or threatened which might prohibit or interfere with the execution and delivery of this Assignment or the performance or discharge of the obligations, duties, covenants, agreements, and liabilities contained herein or in the Pledged Note.

3.05 Perform Obligations. Assignor covenants and agrees to perform or discharge each and every obligation, duty, condition, covenant, or agreement applicable to the Assignor contained in the Note.

3.06 No Waivers. Assignor covenants and agrees to refrain from renewing, extending, modifying, or amending the Note, and from granting any consents, waivers, or releases therefrom or with respect thereto, without the prior written consent of the Assignee in each case.

3.07 Defend the Note. Assignor covenants and agrees to appear in and defend any action arising out of or in any manner related to the Note.

ARTICLE FOUR

GENERAL CONDITIONS

4.01 Release of Collateral and Termination. Upon the payment and satisfaction in full of the Indebtedness, Assignee, upon receipt of written request therefor from Assignor and at Assignor's expense, shall execute and deliver to Assignor such documents as may be necessary to release the liens and interests on the Collateral created by this Assignment.

4.02 Amendments. No amendment of any provision of this Assignment shall in any event be effective unless the same shall be in writing and signed by Assignee and Assignor

4.03 Law Governing. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4.04 Miscellaneous. Time is of the essence of this Assignment. Title or captions of paragraphs hereof are for convenience only and neither limit nor amplify the provisions hereof. If, for any circumstances whatsoever, fulfillment of any provision of this Assignment shall involve transcending the limited validity presently prescribed by inapplicable law, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein operates or would prospectively operate to invalidate this Assignment, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Assignment shall remain operative and in full force and effect. This Assignment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

[Signature on Following Page]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

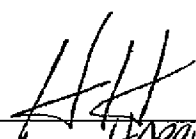
ASSIGNOR:

PREMIUMWEAR, INC.

By:

Name:

Title:



HARRIS HESTER

PRESIDENT

ATLANTA:5202440.2