

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Williamson-Dickie Manufacturing Company	09/29/2005
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin, 10th Floor
Internal Address:	Loan and Agency Services
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5331685
CORRESPONDENCE DATA	
Fax Number:	(214)661-4899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214/953-6427
Email:	daltmdept@bakerbotts.com
Correspondent Name:	Michelle L. Peterson
Address Line 1:	2001 Ross Avenue, Suite 600
Address Line 2:	Baker Botts L.L.P.
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	002642.2363
NAME OF SUBMITTER:	Michelle L. Peterson
Total Attachments: 8 source=si patents#page1.tif source=si patents#page2.tif	

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PATENT
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SECURITY INTEREST ASSIGNMENT OF PATENTS

THIS SECURITY INTEREST ASSIGNMENT OF PATENTS (this "Agreement") is entered into as of September 29, 2005, by and between WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Delaware corporation (the "Debtor"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

RECITALS:

A. The Debtor, the Administrative Agent and certain other lenders or financial institutions parties thereto (the "Lenders") are parties to that certain Credit Agreement dated as of September 29, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor and certain affiliates of the Debtor have entered into that certain Security Agreement dated as of September 29, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the Administrative Agent, the Lenders and certain other parties, a lien on and security interest in, among other things, Patents (as defined in the Security Agreement), including all letters patent of any Governmental Authority (as defined in the Credit Agreement), all registrations and recording thereof, and all applications for letters patent of any Governmental Authority, all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, both foreign and domestic, at any time owned by the Debtor, including without limitation, those described on Exhibit A hereto.

C. It is a condition to the Administrative Agent's and the Lenders' willingness to enter into the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Patents in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Obligations (as defined in the Credit Agreement) owing by the Debtor, the Debtor hereby grants to the Administrative Agent a security interest in all of the Debtor's right, title and interest in and to the Patents, whether now or hereafter existing, owned, arising or acquired, and all rights, title and interest associated with the foregoing, including any licenses, license rights and royalties of all rights to sue for past, present and future infringements of such rights, and all proceeds of the foregoing.

2. After Acquired Patent Rights. If the Debtor shall obtain rights to any Patents after the Effective Date (as defined in the Credit Agreement), the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Administrative Agent with respect to any such Patents or renewal or extension of any registrations of Patents.

The Debtor shall bear any expenses incurred in connection with future applications for registration of Patents.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Administrative Agent. THE ADMINISTRATIVE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT EACH PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

5. Choice of Forum. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS SITTING IN TARRANT COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS (FORT WORTH DIVISION), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE DEBTOR AND THE ADMINISTRATIVE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE DEBTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR ANY OBJECTION BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY OTHER DOCUMENT RELATED THERETO. EACH OF THE DEBTOR AND THE ADMINISTRATIVE AGENT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

6. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT OR BENEFITTING FROM THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF

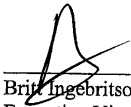
THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF
THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(Remainder of this page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the Debtor and the Administrative Agent have executed this Agreement by their duly authorized officers as of the date first above written.

DEBTOR:

WILLIAMSON-DICKIE MANUFACTURING
COMPANY

By: 
Name: Brij Ingebritson
Title: Executive Vice President

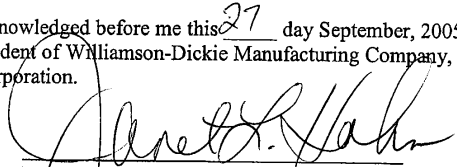
ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name: Lindsey M. Hester
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 27 day September, 2005, by Britt Ingebritson, Executive Vice President of Williamson-Dickie Manufacturing Company, a Delaware corporation, on behalf of the corporation.



Notary Public
In and for the State of Texas
My Commission Expires: _____



JANET HAHN
Notary Public, State of Texas
My Commission Expires: 9/27/08

STATE OF TEXAS)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day September, 2005, by Lindsey M. Hester, a Vice President of JPMorgan Chase Bank, N.A., as Administrative Agent, a national banking association, on behalf of such national association.

Notary Public
In and for the State of Texas
My Commission Expires:

IN WITNESS WHEREOF, the Debtor and the Administrative Agent have executed this Agreement by their duly authorized officers as of the date first above written.


DEBTOR:

WILLIAMSON-DICKIE MANUFACTURING
COMPANY

By: _____
Name: Britt Ingebritson
Title: Executive Vice President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Lindsey M. Hester
Title: Vice President

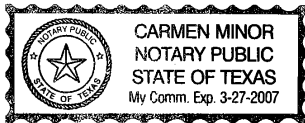
STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this ____ day September, 2005, by Britt Ingebritson, Executive Vice President of Williamson-Dickie Manufacturing Company, a Delaware corporation, on behalf of the corporation.

Notary Public
In and for the State of Texas
My Commission Expires:

STATE OF TEXAS)
)
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 29 day September, 2005, by Lindsey M. Hester, a Vice President of JPMorgan Chase Bank, N.A., as Administrative Agent, a national banking association, on behalf of such national association.



Carmen Minor
Notary Public
In and for the State of Texas
My Commission Expires:

EXHIBIT A

<u>Patent Title</u>	<u>Country</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
Jumpsuit with Lateral Breast Zippers	United States	5,331,685	July 26, 1994

3590.08000/250308v1

RECORDED: 10/06/2005

**PATENT
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