

09-27-2000



101473659

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New 9-15-00

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger Effective Date  
Month Day Year

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

09/26/2000 MTHAI1 00000426 75497959

01 FC:481 40.00 OP

02 FC:482 5000.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002146 FRAME: 0847

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Please see attached Exhibit A

**Trademark Application Number(s)**

**Registration Number(s)** see attached Exhibit A

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Erin Reusing  
Name of Person Signing

Erin D. Reusing  
Signature

9-14-00  
Date Signed

**EXHIBIT A**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>STATUS</b>	<b>RENEWAL DATE/ OPPOSITION</b>
180 & Design	75/497,959	Pending	
1985 A FLYERS & Design	75/238503	Pending	
A - winged (Design)	75/289,596	Pending	
ACTIVE 1®	1,117,335	Registered	05/01/2009
ANDREA YORK	75/656,744	Pending	
APACHE	75/746,622	Pending	
AUTHENTIC CHINO CASUALS®	2,026,209	Registered	10/24/2006
AUTHENTIC KHAKI STRETCH	75/390,569	Pending	
AUTHENTIC KHAKI OUTDOOR	75/599,991	Pending	
AUTHENTIC KHAKIWEAR ORIGINAL STYLE SINCE 1918	75/362741	Pending	
B2B (Stylized)	75/736,145	Pending	Opposition filed
BANANA JOE	75/189,475	Pending	Opposition filed
BANANA JOE (Design)	75/289,595	Pending	Opposition filed
BANANA JOE and SLOMO (Design)	75/252,103	Pending	
BAY RUNNER	1,762,106	Registered	03/30/2003
BAY TO BAY	1,648,201	Registered	06/18/2001
BAY TO BAY CREW	1,923,786	Registered	10/03/2005
BAY TO BAY GOLF (Design)	75/285,704	Pending	
BAY TO BAY GOLF (Stylized) & Design	75/744,234	Pending	
BAY TO BAY TROPICAL 1927 & DESIGN	2,363,498	Registered	07/04/2010
BAYSPORT	1,720,393	Registered	09/29/2002
BEEHIVE INDUSTRIAL COMPANY	2,256,033	Registered	
BIG HORN	1,959,169	Registered	02/27/2006
BILLY BOY	2,043,883	Registered	03/11/2007
BITTER CREEK	2,170,355	Registered	06/30/2008
BOSTON BAY	1,758,436	Registered	03/16/2003
BOSTON BAY (Design)	2,124,039	Registered	12/23/2007
BRIDGE POINTE	1,647,493	Registered	06/11/2001
BY THE BAY	2,061,908	Registered	05/13/2007
CACTUS JACK	75/545,794	Pending	
CHARLES CHASTAIN	1,205,556	Registered	08/17/2002
CHIEF JOSEPH	2,039,171	Registered	02/18/2007
CHOCKS	1,788,904	Registered	08/17/2003
COMMANCHE	1,763,717	Registered	04/06/2003
COOL HAND	2,316,990	Registered	02/08/2010
COPPER WORKS	75/867,799	Pending	
COTTON PROOF	1,711,867	Registered	09/01/2002
COTTONFARM CO-OP	1,762,105	Registered	03/30/2003
COTTONWOOD TRADERS	1,715,925	Registered	09/15/2002
DESERT STORM	1,810,077	Registered	12/07/2003
DESIGN OF A SEED PACKET (Design)	1,959,592	Registered	03/05/2006
E-CORE	75/656,745	Pending	
E JOVEN (Stylized)	1,233,633	Registered	04/05/2003
EJ & Design	1,246,448	Registered	07/26/2003
EXTREME RISK	2,063,928	Registered	05/20/2007
EXTREME RISK (Design)	2,324,759	Registered	02/28/2010
F in seam	886,375	Renewed	02/17/2000
F on gold tab	890,940	Renewed	05/12/2000
FARAH	1,009,976	Renewed	05/06/2002
FARAH	1,330,960	Registered	04/16/2005

FARAH	558,581	Renewed	05/06/2005
FARAH CLOTHING CO.	1,416,008	Registered	11/04/2006
FARAH F in Circle & Design	75/737,904	Pending	
FARAH NO WRINKLES	1,839,478	Registered	06/14/2004
FARAH OF TEXAS & Design	627,029	Renewed	05/15/2006
FARAH POWER HIDES	1,139,645	Registered	09/16/2000
FARAH PREFERENCE SLACK	924,305	Renewed	11/23/2001
FARAH TEXAS JEANS	75/822,441	Pending	
FARAH WRINKLE FREE	74/518,334	Pending	
FARAH-FLEX	1,209,840	Registered	09/21/2002
FARHPRESS	798,425	Renewed	11/02/2005
FEATHER RIVER COMPANY	2,317,025	Registered	02/08/2010
FLYERS & Winged A (Design) (1985 A Flyers)	75/238,503	Pending	
FLYERS A & Design (Flyers curved over design)	75/207,956	Pending	
FLYING A	1,932,346	Registered	10/31/2005
FLYING A@ JEANSWEAR (Design)	75/207,951	Pending	
FLYING ACES	2,273,013	Registered	08/24/2009
FLYWATER	75/487,862	Pending	
FREDERICK & STONE	1,737,672	Registered	12/01/2002
FRESH PAINT	2,217,896	Registered	
GENGHIS KHAN		Pending	
GEORGE W.	75/862,331	Pending	
GEORGE W. (Stylized) & Design	75/912,861	Pending	
GOLDLEAF		Pending	
GOLD STRIKE (Stylized)	628742	Registered	01/12/2009
GOLF CLUB INTERNATIONAL	1,961,077	Registered	03/05/2006
GOLF CLUB INTERNATIONAL® (Design)	2,189,0772	Registered	09/15/2008
GREAT BASIN	1,990,201	Registered	07/30/2006
HORSE CREEK	75/620,583	Pending	
HORSEMAN'S CHOICE & Design	75/681,360	Pending	
I'M WASHABLE WOOL	1,993,812	Registered	08/13/2006
INTERNET SPORTSWEAR	2,285,995	Registered	10/12/2009
JIMMY BOY	2,039,170	Registered	02/18/2007
JOHANN SEBASTIAN BACH	2,050,748	Registered	04/08/2007
JOHNNY BOY	2,040,777	Registered	02/25/2007
JOHNNY BOY (Design)	75/285,348	Pending	
JOHNNY BOY (Stylized) & Design	75/655,047	Pending	
KHAKI WEB	75/372,360	Pending	
LITTLE BIG HORN	1,955,267	Registered	02/06/2006
LONG HORN & LOOP Design	1,556,896	Registered	09/19/2009
MANATEE	1,722,055	Registered	10/06/2002
MANATEE "DESIGN" (Design)	1,710,130	Registered	08/25/2002
MANATEE MAGIC	1,720,398	Registered	09/22/2002
MICHELANGELO BUONARROTI & DESIGN	75/232,557	Pending	
Misc. Design	75/737,909	Pending	
NATURAL LIVING	2,000,253	Registered	09/10/2006
NATURAL PERFORMER	1,895,623	Registered	05/23/2005
NEW PUBLIC WORKS	75/334,850	Pending	
NEW PUBLIC WORKS	75/737,369	Pending	
THE ORIGINAL KHAKI CO. & DESIGN	2,039,863	Registered	02/25/2007
ORIGINAL CHINO CASUAL	1,997,707	Registered	08/27/2006
OUTER BAY	2,088,822	Registered	08/19/2007
PADDLE AND OARS COMPANY	2,276,544	Registered	09/07/2009
PLATINUM Composite Logo	75/414,075	Pending	
PLATINUM MEMBER	2,289,271	Registered	opposition filed 10/26/2009
PLATINUM MEMBER - STRETCH WAISTBAND Design		Pending	opposition filed
PLATINUM SIGNATURE	2,279,772	Registered	09/21/2009

POLAR ICE	75/334,851	Pending	
PORT WEST	1,521,025	Registered	01/17/2009
PORT WEST® (Design)	2,137,529	Registered	02/17/2008
PROCESS 2000	1,569,890	Registered	12/05/2009
PROCESS 2000	2,154,352	Registered	05/19/2008
PROCESS 2000 & Design	1,799,468	Registered	10/19/2003
PROCESS 2000 & Design	2,159,353	Registered	05/19/2008
PROCESS 2000 NO WRINKLES	1,840,610	Registered	06/21/2004
PUEBLO	75/210,750	Pending	
RED DOG	74/641,583	Pending	
RED FOX	75/268,845	Pending	
ROYAL PALM	1,186,894	Registered	01/19/2002
ROYAL PALM & DESIGN (Design)	699,031	Registered	06/07/2010
ROYAL PALM® (Design)	2,137,530	Registered	02/17/2008
SALT OF THE EARTH	1,784,228	Registered	07/27/2003
SALT RIVER	1,951,747	Registered	01/23/2006
SAVANE	2,111,463	Registered	11/04/2007
SAVANE	74/503,886	Pending	
SAVANE (Stylized)	1,380,524	Registered	01/28/2006
SAVANE ELEMENTS	2,302,399	Registered	12/21/2009
SAVANE & Four Leaf Design	75/738,460	Pending	
SAVANE GENUINE OUTFITTERS & Design	1,380,529	Registered	01/28/2006
SAVANE & GOLF BALL Design	74/608247	Pending	
SAVANE KHAKI CLASSICS	75/527,310	Pending	
SAVANE FARAH WORLD OF SAVANE & Design	1,797,940	Registered	10/12/2003
WORLD OF SAVANE SAVANE NO WRINKLES & Design	1,840,609	Registered	06/21/2004
SAVANE WRINKLE FREE	74/518,332	Pending	
SAVANNE FRIDAY WEAR	74/474/128	Pending	
SAWDUST COMPANY	2,267,682	Registered	08/03/2009
SAWTOOTH MOUNTAINS	1,955,268	Registered	02/06/2006
THE SILENT PERFORMER	1,576,499	Registered	01/09/2000
SILK BLUES	1,906,918	Registered	07/18/2005
SILVER CERTIFICATE	2,058,524	Registered	04/29/2007
SISSY BOY	2,058,432	Registered	04/29/2007
SLINGSHOT	75/312,705	Suspended	
SLO•MO SPORTSWEAR (Stylized)	2,211,745	Registered	12/15/2008
SOFT AS SAVANE & Design	75/737,912	Pending	
SOFT WASH	2,283,456	Registered	10/05/2009
SOFT WASH NO WRINKLES & GLOBE Design	2,285,688	Registered	10/12/2009
SPIRIT OF THE WOLVES	2,001,847	Registered	09/17/2006
SPRING TWILL	2,043,884	Registered	03/11/2007
STARBOARD	2,039,172	Registered	02/18/2007
STEELWORKS	2,091,439	Registered	01/18/2010
STINKER THE SKUNK, INC.	2,091,439	Registered	08/26/2007
STRETCH WAISTBAND & Design	2,325,498	Registered	03/07/2010
STYLIZED GLOBE Design	74/608,248	Pending	
SUPER PLY	799,666	Registered	11/30/2005
TAHOE RIVER OUTFITTERS	2,132,246	Registered	01/27/2008
TCS=QVT	2,038,658	Registered	02/18/2007
TECH-ONE SYSTEM & Design	1,812,998	Registered	12/21/2003
THE AUTHENTIC KHAKI COMPANY	2,011,240	Registered	10/22/2006
THE COAL MINE COMPANY	2,000,252	Registered	09/10/2006
THE LEADER IN PRIVATE BRANDS	2,117,132	Registered	11/25/2007
THE ORIGINAL KHAKI CO. & DESIGN	2,039,863	Registered	02/25/2007
THE ORIGINAL IDAHO JEAN CO	2,059,787	Registered	05/06/2007
THE ORIGINAL WYOMING JEAN CO	2,059,786	Registered	05/06/2007
THE THINGS WE VALUE	1,928,428	Registered	10/17/2005
THREE GRACES	1,990,305	Registered	07/30/2006

TILFORD & STUART	2,276,403	Registered	09/07/2009
TIMBERON RIVER COMPANY	2,296,272	Registered	10/30/2009
TRAIL BLAZERS	686,359	Renewed	10/06/2009
TRESLANA	1,705,882	Registered	08/04/2002
TROPICAL	1,646,084	Registered	05/28/2001
TROPICAL GECKO	75/277215	Pending	
TROPICAL GECKO & Design	75/289597	Pending	
TROPICAL SPORTSWEAR	1,960,833	Registered	03/05/2006
TROPICAL SPORTSWEAR INTERNATIONAL	2,016,017	Registered	11/12/2006
TROPICAL SPORTSWEAR NATURAL MAN	1,843,699	Registered	07/05/2004
TROPICAL SPORTSWEAR ONLY THE BEST & PALM TREE DESIGN	75/942,234	Pending	
TROPIWASH	2,246,089	Registered	05/18/2009
TSI	1,911,480	Registered	08/15/2005
TSI & Design	75/942,285	Pending	
TWO PEPPER	1,914,210	Registered	08/22/2005
U.S. TRADING COMPANY	1,898,403	Registered	06/06/2005
U.S. TRADING COMPANY® (Design)	75/285,346	Pending	
WALTON SUPPLY CO.	1,763,714	Registered	04/06/2003
WASHOUT	1,725,844	Registered	10/20/2002
WEATHER WORN	1,833,374	Registered	04/26/2004
WET PROCESS	1,883,020	Registered	03/07/2005
WFF (Stylized)	1,138,827	Registered	08/19/2000
WHITE DOVE	75/620,431	Pending	
WHITE ICE COMPANY	2,362,691	Registered	06/27/2010
WILDLIFE	1,773,702	Registered	05/22/2003
WILDLIFE REFUGE	1,683,029	Registered	04/14/2002
WILDLIFE REFUGE® (Design)	75/285,345	Pending	
WILL ROGERS	74/729,444	Pending	
WIND CREEK	74/732,298	Pending	
WFF WM. F. FARAH & Design	1,879,828	Registered	02/21/2005
WMF	1,691,671	Registered	06/09/2002
WOODEN NICKEL	1,773,697	Registered	05/25/2003
WOODMERE	1,738,437	Registered	12/08/2002
WOODMERE® (Design)	2,139,222	Registered	02/24/2008
WORLD FAMOUS FLYERS	75/706,886	Pending	
WORLD OF SAVANE	2,278,419	Registered	09/14/2009
WORLD OF SAVANE NO WRINKLES & Design	1,840,609	Registered	06/21/2004
WOW! WEATHER OUT WRINKLES	2,038,156	Registered	02/18/2007
ZIABO	1,718,286	Registered	07/22/2002

# **TRADEMARK SECURITY AGREEMENT**

(TSI Brands, Inc.)

THIS AGREEMENT is made this 23rd day of August, 2000, between **FLEET CAPITAL CORPORATION**, having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339 ("Agent"), as agent for itself and Lenders (as hereinafter defined), and **TSI BRANDS, INC.**, a Delaware corporation having an office at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801 ("Company").

## **Recitals:**

The Company desires to obtain loans from such financial institutions ("Lenders") as are parties from time to time to that certain Loan and Security Agreement dated June 10, 1998, by and among the Company, the other borrowers noted therein, Agent and Lenders (as at any time amended, the "Loan Agreement"); and

Lenders are willing to make loans to the Company from time to time, in Agent's discretion, provided the Company executes this Agreement;

The Company has contemporaneously herewith pursuant to the Loan Agreement, granted to Agent, for the Pro Rata benefit of Lenders, a lien upon and security interest in the Company's now existing or hereafter acquired machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for the Pro Rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark and application listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (I) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and

payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (I)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

3. The Company represents and warrants to Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon the proper filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Borrower and all third Persons in accordance with its terms;

(c) Except as set forth in the Loan Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person; and

(d) The Company has the unqualified right to enter into this Agreement and perform its terms.

4. The Company covenants and agrees with Agent that:

(a) Each of the Trademarks is valid and enforceable;

(b) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons;

(c) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(d) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and



(e) The Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks and has made, and will continue to make, all appropriate filings with the United States Patent and Trademark Office to maintain the Trademark registrations in existence, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby grants to Agent and its respective employees and agents the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent written notice thereof concurrently with the delivery of each Compliance Certificate required to be delivered to Agent pursuant to the terms of the Loan Agreement.

8. The Company authorizes Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Georgia. Without limiting the generality of the foregoing, Agent may immediately, for the Pro Rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law, or demand, each of which the Company hereby waives, collect directly any payments due the Company in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses

incurred by Agent or Lenders in enforcing their respective rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations for the Pro Rata benefit of Lenders in such order and manner as Agent in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases and other instruments necessary to terminate Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement, the Loan Agreement or any other Credit Document.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent, shall be paid by the Company **on demand** to Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred

in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of Agent.

14. Without limiting the obligations of the Company described in paragraph 13 hereof, after Agent's receipt of notice from the Company as provided in paragraph 13, or if Agent reasonably believes the act of any Person constitutes an infringement of any Trademark or a violation of any right of the Company or Agent therein, or an unlawful or unauthorized use thereof, Agent shall have the right (but shall not be obligated) to take such steps and institute such suits or proceedings as Agent shall deem necessary or advisable in its own name, or in the name of the Company or in the names of Agent and the Company jointly, to enforce the Trademarks and any license thereunder or to protect the rights of the parties thereunder, in which event the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14 except for costs and expenses incurred as a result of Agent's gross negligence or wilful misconduct. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Agent declines to institute such suit.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's and each Lender's rights and remedies with respect to the Collateral, whether established by this Agreement, by the Loan Agreement, by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. Notice of acceptance hereof is hereby waived by the Company.

22. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.

23. THE COMPANY AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

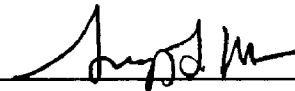
WITNESS the execution hereof under seal in Atlanta, Georgia on the day and year first above written.

ATTEST:

  
Secretary/Assistant Secretary

[CORPORATE SEAL]

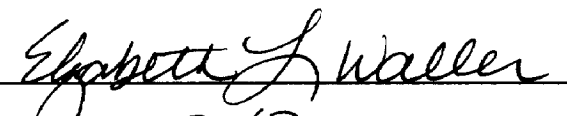
**TSI BRANDS, INC.**  
("Assignor")

By: 

Title: President

Accepted in Atlanta, Georgia:


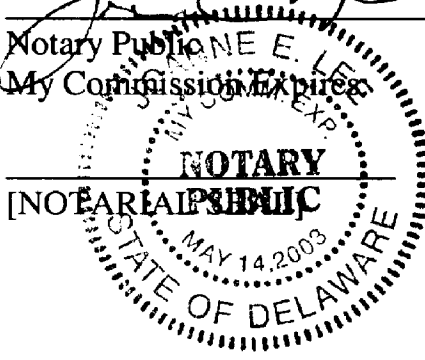
**FLEET CAPITAL CORPORATION,**  
as Agent ("Agent")

By:   
Title: SVP

STATE OF DELAWARE §  
  §  
COUNTY OF New Castle §

BEFORE ME, the undersigned authority, on this day personally appeared Gregory L. Williams, the President of **TSI Brands, Inc.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15<sup>th</sup> day of August, 2000.

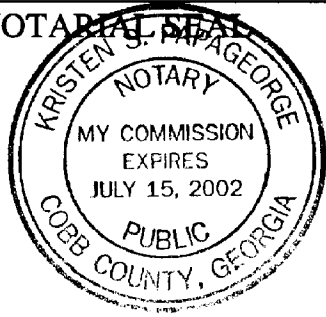
  
\_\_\_\_\_  
Notary Public  
My Commission Expires  


STATE OF GEORGIA     )  
  )  
COUNTY OF Cobb     )

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth L. Walker of **Fleet Capital Corporation**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 18<sup>th</sup> day of August, 2000.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 7-15-02

\_\_\_\_\_  
[NOTARIAL SEAL]  


**EXHIBIT A**

TRADEMARK	REG. NO.	STATUS	RENEWAL DATE/ OPPOSITION
180 & Design	75/497,959	Pending	
1985 A FLYERS & Design	75/238503	Pending	
A - winged (Design)	75/289,596	Pending	
ACTIVE 1®	1,117,335	Registered	05/01/2009
ANDREA YORK	75/656,744	Pending	
APACHE	75/746,622	Pending	
AUTHENTIC CHINO CASUALS®	2,026,209	Registered	10/24/2006
AUTHENTIC KHAKI STRETCH	75/390,569	Pending	
AUTHENTIC KHAKI OUTDOOR	75/599,991	Pending	
AUTHENTIC KHAKIWEAR ORIGINAL STYLE SINCE 1918	75/362741	Pending	
B2B (Stylized)	75/736,145	Pending	Opposition filed
BANANA JOE	75/189,475	Pending	Opposition filed
BANANA JOE (Design)	75/289,595	Pending	Opposition filed
BANANA JOE and SLOMO (Design)	75/252,103	Pending	
BAY RUNNER	1,762,106	Registered	03/30/2003
BAY TO BAY	1,648,201	Registered	06/18/2001
BAY TO BAY CREW	1,923,786	Registered	10/03/2005
BAY TO BAY GOLF (Design)	75/285,704	Pending	
BAY TO BAY GOLF (Stylized) & Design	75/744,234	Pending	
BAY TO BAY TROPICAL 1927 & DESIGN	2,363,498	Registered	07/04/2010
BAYSPORT	1,720,393	Registered	09/29/2002
BEEHIVE INDUSTRIAL COMPANY	2,256,033	Registered	
BIG HORN	1,959,169	Registered	02/27/2006
BILLY BOY	2,043,883	Registered	03/11/2007
BITTER CREEK	2,170,355	Registered	06/30/2008
BOSTON BAY	1,758,436	Registered	03/16/2003
BOSTON BAY (Design)	2,124,039	Registered	12/23/2007
BRIDGE POINTE	1,647,493	Registered	06/11/2001
BY THE BAY	2,061,908	Registered	05/13/2007
CACTUS JACK	75/545,794	Pending	
CHARLES CHASTAIN	1,205,556	Registered	08/17/2002
CHIEF JOSEPH	2,039,171	Registered	02/18/2007
CHOCKS	1,788,904	Registered	08/17/2003
COMMANCHE	1,763,717	Registered	04/06/2003
COOL HAND	2,316,990	Registered	02/08/2010
COPPER WORKS	75/867,799	Pending	
COTTON PROOF	1,711,867	Registered	09/01/2002
COTTONFARM CO-OP	1,762,105	Registered	03/30/2003
COTTONWOOD TRADERS	1,715,925	Registered	09/15/2002
DESERT STORM	1,810,077	Registered	12/07/2003
DESIGN OF A SEED PACKET (Design)	1,959,592	Registered	03/05/2006
E-CORE	75/656,745	Pending	
E JOVEN (Stylized)	1,233,633	Registered	04/05/2003
EJ & Design	1,246,448	Registered	07/26/2003
EXTREME RISK	2,063,928	Registered	05/20/2007
EXTREME RISK (Design)	2,324,759	Registered	02/28/2010
F in seam	886,375	Renewed	02/17/2000
F on gold tab	890,940	Renewed	05/12/2000
FARAH	1,009,976	Renewed	05/06/2002
FARAH	1,330,960	Registered	04/16/2005

FARAH	558,581	Renewed	05/06/2005
FARAH CLOTHING CO.	1,416,008	Registered	11/04/2006
FARAH F in Circle & Design	75/737,904	Pending	
FARAH NO WRINKLES	1,839,478	Registered	06/14/2004
FARAH OF TEXAS & Design	627,029	Renewed	05/15/2006
FARAH POWER HIDES	1,139,645	Registered	09/16/2000
FARAH PREFERENCE SLACK	924,305	Renewed	11/23/2001
FARAH TEXAS JEANS	75/822,441	Pending	
FARAH WRINKLE FREE	74/518,334	Pending	
FARAH-FLEX	1,209,840	Registered	09/21/2002
FARAHPRESS	798,425	Renewed	11/02/2005
FEATHER RIVER COMPANY	2,317,025	Registered	02/08/2010
FLYERS & Winged A (Design) (1985 A Flyers)	75/238,503	Pending	
FLYERS A & Design (Flyers curved over design)	75/207,956	Pending	
FLYING A	1,932,346	Registered	10/31/2005
FLYING A® JEANSWEAR (Design)	75/207,951	Pending	
FLYING ACES	2,273,013	Registered	08/24/2009
FLYWATER	75/487,862	Pending	
FREDERICK & STONE	1,737,672	Registered	12/01/2002
FRESH PAINT	2,217,896	Registered	
GENGHIS KHAN		Pending	
GEORGE W.	75/862,331	Pending	
GEORGE W. (Stylized) & Design	75/912,861	Pending	
GOLDLEAF		Pending	
GOLD STRIKE (Stylized)	628742	Registered	01/12/2009
GOLF CLUB INTERNATIONAL	1,961,077	Registered	03/05/2006
GOLF CLUB INTERNATIONAL® (Design)	2,189,0772	Registered	09/15/2008
GREAT BASIN	1,990,201	Registered	07/30/2006
HORSE CREEK	75/620,583	Pending	
HORSEMAN'S CHOICE & Design	75/681,360	Pending	
I'M WASHABLE WOOL	1,993,812	Registered	08/13/2006
INTERNET SPORTSWEAR	2,285,995	Registered	10/12/2009
JIMMY BOY	2,039,170	Registered	02/18/2007
JOHANN SEBASTIAN BACH	2,050,748	Registered	04/08/2007
JOHNNY BOY	2,040,777	Registered	02/25/2007
JOHNNY BOY (Design)	75/285,348	Pending	
JOHNNY BOY (Stylized) & Design	75/655,047	Pending	
KHAKI WEB	75/372,360	Pending	
LITTLE BIG HORN	1,955,267	Registered	02/06/2006
LONG HORN & LOOP Design	1,556,896	Registered	09/19/2009
MANATEE	1,722,055	Registered	10/06/2002
MANATEE "DESIGN" (Design)	1,710,130	Registered	08/25/2002
MANATEE MAGIC	1,720,398	Registered	09/22/2002
MICHELANGELO BUONARROTI & DESIGN	75/232,557	Pending	
Misc. Design	75/737,909	Pending	
NATURAL LIVING	2,000,253	Registered	09/10/2006
NATURAL PERFORMER	1,895,623	Registered	05/23/2005
NEW PUBLIC WORKS	75/334,850	Pending	
NEW PUBLIC WORKS	75/737,369	Pending	
THE ORIGINAL KHAKI CO. & DESIGN	2,039,863	Registered	02/25/2007
ORIGINAL CHINO CASUAL	1,997,707	Registered	08/27/2006
OUTER BAY	2,088,822	Registered	08/19/2007
PADDLE AND OARS COMPANY	2,276,544	Registered	09/07/2009
PLATINUM Composite Logo	75/414,075	Pending	
PLATINUM MEMBER	2,289,271	Registered	opposition filed 10/26/2009
PLATINUM MEMBER - STRETCH WAISTBAND Design		Pending	opposition filed
PLATINUM SIGNATURE	2,279,772	Registered	09/21/2009

POLAR ICE	75/334,851	Pending	
PORT WEST	1,521,025	Registered	01/17/2009
PORT WEST® (Design)	2,137,529	Registered	02/17/2008
PROCESS 2000	1,569,890	Registered	12/05/2009
PROCESS 2000	2,154,352	Registered	05/19/2008
PROCESS 2000 & Design	1,799,468	Registered	10/19/2003
PROCESS 2000 & Design	2,159,353	Registered	05/19/2008
PROCESS 2000 NO WRINKLES	1,840,610	Registered	06/21/2004
PUEBLO	75/210,750	Pending	
RED DOG	74/641,583	Pending	
RED FOX	75/268,845	Pending	
ROYAL PALM	1,186,894	Registered	01/19/2002
ROYAL PALM & DESIGN (Design)	699,031	Registered	06/07/2010
ROYAL PALM® (Design)	2,137,530	Registered	02/17/2008
SALT OF THE EARTH	1,784,228	Registered	07/27/2003
SALT RIVER	1,951,747	Registered	01/23/2006
SAVANE	2,111,463	Registered	11/04/2007
SAVANE	74/503,886	Pending	
SAVANE (Stylized)	1,380,524	Registered	01/28/2006
SAVANE ELEMENTS	2,302,399	Registered	12/21/2009
SAVANE & Four Leaf Design	75/738,460	Pending	
SAVANE GENUINE OUTFITTERS & Design	1,380,529	Registered	01/28/2006
SAVANE & GOLF BALL Design	74/608247	Pending	
SAVANE KHAKI CLASSICS	75/527,310	Pending	
SAVANE FARAH WORLD OF SAVANE & Design	1,797,940	Registered	10/12/2003
WORLD OF SAVANE SAVANE NO WRINKLES & Design	1,840,609	Registered	06/21/2004
SAVANE WRINKLE FREE	74/518,332	Pending	
SAVANNE FRIDAY WEAR	74/474/128	Pending	
SAWDUST COMPANY	2,267,682	Registered	08/03/2009
SAWTOOTH MOUNTAINS	1,955,268	Registered	02/06/2006
THE SILENT PERFORMER	1,576,499	Registered	01/09/2000
SILK BLUES	1,906,918	Registered	07/18/2005
SILVER CERTIFICATE	2,058,524	Registered	04/29/2007
SISSY BOY	2,058,432	Registered	04/29/2007
SLINGSHOT	75/312,705	Suspended	
SLO•MO SPORTSWEAR (Stylized)	2,211,745	Registered	12/15/2008
SOFT AS SAVANE & Design	75/737,912	Pending	
SOFT WASH	2,283,456	Registered	10/05/2009
SOFT WASH NO WRINKLES & GLOBE Design	2,285,688	Registered	10/12/2009
SPIRIT OF THE WOLVES	2,001,847	Registered	09/17/2006
SPRING TWILL	2,043,884	Registered	03/11/2007
STARBOARD	2,039,172	Registered	02/18/2007
STEELWORKS	2,091,439	Registered	01/18/2010
STINKER THE SKUNK, INC.	2,091,439	Registered	08/26/2007
STRETCH WAISTBAND & Design	2,325,498	Registered	03/07/2010
STYLIZED GLOBE Design	74/608,248	Pending	
SUPER PLY	799,666	Registered	11/30/2005
TAHOE RIVER OUTFITTERS	2,132,246	Registered	01/27/2008
TCS=QVT	2,038,658	Registered	02/18/2007
TECH-ONE SYSTEM & Design	1,812,998	Registered	12/21/2003
THE AUTHENTIC KHAKI COMPANY	2,011,240	Registered	10/22/2006
THE COAL MINE COMPANY	2,000,252	Registered	09/10/2006
THE LEADER IN PRIVATE BRANDS	2,117,132	Registered	11/25/2007
THE ORIGINAL KHAKI CO. & DESIGN	2,039,863	Registered	02/25/2007
THE ORIGINAL IDAHO JEAN CO	2,059,787	Registered	05/06/2007
THE ORIGINAL WYOMING JEAN CO	2,059,786	Registered	05/06/2007
THE THINGS WE VALUE	1,928,428	Registered	10/17/2005
THREE GRACES	1,990,305	Registered	07/30/2006



TILFORD & STUART	2,276,403	Registered	09/07/2009
TIMBERON RIVER COMPANY	2,296,272	Registered	10/30/2009
TRAIL BLAZERS	686,359	Renewed	10/06/2009
TRESLANA	1,705,882	Registered	08/04/2002
TROPICAL	1,646,084	Registered	05/28/2001
TROPICAL GECKO	75/277215	Pending	
TROPICAL GECKO & Design	75/289597	Pending	
TROPICAL SPORTSWEAR	1,960,833	Registered	03/05/2006
TROPICAL SPORTSWEAR INTERNATIONAL	2,016,017	Registered	11/12/2006
TROPICAL SPORTSWEAR NATURAL MAN	1,843,699	Registered	07/05/2004
TROPICAL SPORTSWEAR ONLY THE BEST & PALM TREE DESIGN	75/942,234	Pending	
TROPIWASH	2,246,089	Registered	05/18/2009
TSI	1,911,480	Registered	08/15/2005
TSI & Design	75/942,285	Pending	
TWO PEPPER	1,914,210	Registered	08/22/2005
U.S. TRADING COMPANY	1,898,403	Registered	06/06/2005
U.S. TRADING COMPANY® (Design)	75/285,346	Pending	
WALTON SUPPLY CO.	1,763,714	Registered	04/06/2003
WASHOUT	1,725,844	Registered	10/20/2002
WEATHER WORN	1,833,374	Registered	04/26/2004
WET PROCESS	1,883,020	Registered	03/07/2005
WFF (Stylized)	1,138,827	Registered	08/19/2000
WHITE DOVE	75/620,431	Pending	
WHITE ICE COMPANY	2,362,691	Registered	06/27/2010
WILDLIFE	1,773,702	Registered	05/22/2003
WILDLIFE REFUGE	1,683,029	Registered	04/14/2002
WILDLIFE REFUGE® (Design)	75/285,345	Pending	
WILL ROGERS	74/729,444	Pending	
WIND CREEK	74/732,298	Pending	
WFF WM. F. FARAH & Design	1,879,828	Registered	02/21/2005
WMF	1,691,671	Registered	06/09/2002
WOODEN NICKEL	1,773,697	Registered	05/25/2003
WOODMERE	1,738,437	Registered	12/08/2002
WOODMERE® (Design)	2,139,222	Registered	02/24/2008
WORLD FAMOUS FLYERS	75/706,886	Pending	
WORLD OF SAVANE	2,278,419	Registered	09/14/2009
WORLD OF SAVANE NO WRINKLES & Design	1,840,609	Registered	06/21/2004
WOW! WEATHER OUT WRINKLES	2,038,156	Registered	02/18/2007
ZIABO	1,718,286	Registered	07/22/2002