

04-05-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Event 1, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Kansas Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address:

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60697

Individual(s) citizenship

Association National Banking

General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3/28/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,431,493 Registration Date-2/27/01

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michelle K. Matthes

Internal Address: Latham & Watkins Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Michelle K. Matthes Name of Person Signing

Michelle K. Matthes Signature

April 4, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/05/2002 6TON11 00000119 2431493

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40.00 DP

TRADEMARK REEL: 002475 FRAME: 0472

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2002, by EVENT 1, INC., a Kansas corporation ("Grantor"), in favor of BANK OF AMERICA, N.A. a national banking association, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among GFSI, Inc. ("Borrower"), GFSI Holdings, Inc., Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit obligations for the benefit of Borrower;

WHEREAS, Grantor is a subsidiary of Borrower and as such will derive direct and indirect economic benefits from the making of the Loans and other financial accommodations provided to Borrower pursuant to the Credit Agreement; and

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. The following terms shall have the following respective meanings:

"Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the

United States Patent and Trademark Office or in any similar office or agency of the United States any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

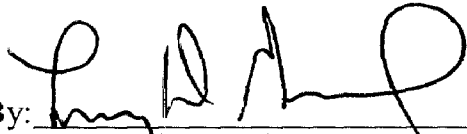
Notwithstanding anything to the contrary above, Grantor does not grant Agent a lien on and security interest in any Trademark or Trademark Licenses where Grantor is the licensee of another party's trademark and the terms of such license prohibits the granting of a security interest in or lien on such license; provided, that if and when the prohibition which prevents the granting of a valid, perfected and enforceable lien on and security interest in the Trademark or Trademark Licenses is removed, terminated or otherwise becomes unenforceable as a matter of law, the Agent will be deemed to have, and at all times have had, a valid, perfected and enforceable lien on and security interest in such property, and the Trademark or Trademark Licenses will be deemed to include, and at all times to have included such property.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EVENT 1, INC.

By:   
Name: LARRY D. GRAVEEL  
Title: PRESIDENT/COO

ACCEPTED AND ACKNOWLEDGED BY:

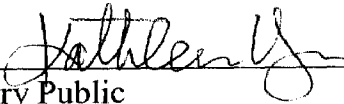
BANK OF AMERICA, N.A., as Agent

By:   
Name: Debra A. Pathberger  
Title: Vice President

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF ILLINOIS )  
) ss.  
COUNTY OF COOK )

On this 28<sup>TH</sup> day of MARCH, 2002 before me personally appeared LARRY D. GRAVEEL, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Event, 1, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}



**Schedule A  
to  
Trademark Security Agreement**

**Trademarks**

**I. U.S. Trademarks and Trademark Applications.**

<b><u>Trademark Registration</u></b>	<b><u>Registration Date</u></b>	<b><u>Trademark</u></b>
2,431,4931	02/27/01	EVENT 1