

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Notice of Trademark Collateral Security Interest
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
180S, Inc.		05/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PATRIARCH PARTNERS AGENCY SERVICES, LLC
Street Address:	227 West Trade Street, Suite 1400
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2983766	GORGONZ
Registration Number:	2978056	G
Serial Number:	76977475	G GORGONZ PERFORMANCE WORK GEAR
Serial Number:	76628202	
Registration Number:	2976392	180S
Registration Number:	2955198	180S
Registration Number:	2985740	180S
Registration Number:	2978041	FROM THE BLUE
Registration Number:	2979169	180S

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com

CH \$240.00 2983766

Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	05/11/2006

Total Attachments: 5

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NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

THIS NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST (this “Notice”), is made by and between 180S, INC., a Delaware corporation (the “Trademark Owner”), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent for itself and the Lenders referenced below (in such capacity, the “Agent”).

WHEREAS, Trademark Owner has adopted, used and is using, and is the sole owner of the trademarks set forth on Schedule 1 hereof (collectively, the “Trademarks”);

WHEREAS, Trademark Owner and the Agent for lenders thereunder (the “Lenders”) have entered into that certain First Amended and Restated Credit Agreement, dated as of May 1, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement);

WHEREAS, the Trademark Owner and Agent have entered into that certain First Amended and Restated Security Agreement, dated as of May 1, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Trademark Owner pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Trademark Owner’s right, title and interest in certain collateral, including the Trademarks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Trademark Owner hereby confirms its pledge, assignment and grant to the Agent, for itself and for the benefit of the Lenders, of a continuing security interest in and lien on and to the Trademarks and all registrations and applications for registrations of the Trademarks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Trademarks and together with all of Trademark Owner's right to sue and recover for infringement of the Trademarks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

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IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

TRADEMARK OWNER:

180S, INC.

By: Susan F. Shafan
Name: Susan F. Shafan
Title: CEO

AGENT:

PATRIARCH PARTNERS AGENCY SERVICES,
LLC

By: _____
Name: Lynn Tilton
Title: Manager

IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

TRADEMARK OWNER:

180S, INC.

By: _____
Name: Susan F. Shafton
Title: CEO

AGENT:

PATRIARCH PARTNERS AGENCY SERVICES,
LLC

By:  _____
Name: Lynn Tilton
Title: Manager

SCHEDULE 1
TO
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

Trademark	Country Class(es)	Appl. No. Filing Date	Registration No. Registration Date
Gorgonz	U.S. (Class 25)	76/977,341 8/30/02	2,983,766 8/9/05
G [and design]	U.S. (Class 25)	76/977,476 8/30/02	2,978,056 7/26/05
G Gorgonz Performance Work Gear [and design]	U.S. (Class 25)	76/977,475 1/13/03	N/A
Ear Warmer Product Configuration	U.S. (Class 25)	76/628,202 1/19/05	N/A
180s	U.S. (Class 25)	75/853,292 11/19/99	2,976,392 7/26/05
180°s [and design]	U.S. (Class 25)	75/853,293 11/19/99	2,955,198 5/24/05
180s	U.S. (Classes 9, 18)	76/338,714 11/13/01	2,985,740 8/16/05
From the Blue	U.S. (Class 25)	76/976,397 9/11/02	2,978,041 7/26/05
180s	U.S. (Class 25)	78/291,575 8/25/03	2,979,169 7/26/05

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