

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|-----------------------------|
| Willow Creek Apparel, Inc. | | 08/16/2007 | CORPORATION: SOUTH CAROLINA |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | The CIT Group/Commercial Services, Inc. |
| Street Address: | 11 West 42nd Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| Entity Type: | Financial Institution: |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 2095398 | WILLOW WEAR BY WILLOW CREEK |
| Registration Number: | 3149140 | WILLOW WEAR FLIP.IT |
| Registration Number: | 1349640 | WILLOW CREEK |
| Serial Number: | 76374767 | SNOOZIN' |
| Serial Number: | 76556725 | FAMILIES THAT CARE GUIDING GOOD CHOICES |
| Registration Number: | 2224526 | WILLOW WEAR BY WILLOW CREEK |
| Serial Number: | 76556826 | A.M.P.M. |

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

OP \$190.00 2095398

900086683

TRADEMARK
REEL: 003619 FRAME: 0378

| | |
|-----------------|----------------------------|
| Address Line 2: | Attn: Penelope J.A. Agodoa |
| Address Line 4: | Waldorf, MARYLAND 20602 |

| | |
|-------------------------|-------|
| ATTORNEY DOCKET NUMBER: | 31990 |
|-------------------------|-------|

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| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
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| Signature: | /pja/ |
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| Date: | 09/12/2007 |
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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Willow Creek Apparel, Inc., a corporation formed under the laws of South Carolina located at 600 North Loop 288, Denton, Texas 76209 ("Assignor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Assignor is obligated to The CIT Group/Commercial Services, Inc. ("Agent") and various other financial institutions (collectively, "Lenders") pursuant to (i) a certain Guarantee and Collateral Agreement, dated August 16, 2007, made by Assignor and the other parties thereto in favor of Agent (as amended, modified, restated or supplemented from time to time, the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

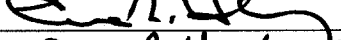
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Assignor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated:
August 16, 2007


Witness:

WILLOW CREEK APPAREL, INC.

By: 
Name: Eric N. Hamburg
Its: VO

Witness:

THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Agent

By: 
Name: _____
Its: _____

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Willow Creek Apparel, Inc., a corporation formed under the laws of South Carolina located at 600 North Loop 288, Denton, Texas 76209 ("Assignor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

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Assignor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated:
August 16, 2007

Witness:

WILLOW CREEK APPAREL, INC.

By: _____
Name:
Its:

Witness:

THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Agent

Julie Ann Bayona

By: *Richard Lyons*
Name: *RICHARD LYONS*
Its: *V.P.*

STATE OF New York)

: ss.:

COUNTY OF New York)

On this 16 day of August, 2007, before me personally came Eric Hamblum, to me known, who, being by me duly sworn, did depose and say that s/he is the VP of Willow Creek Apparel, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



Joselyn Fine
Notary Public, State of New York
No. 01F16139884
Qualified in New York County
Commission Expires 1/17/2010

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 16, 2007, by and between Willow Creek Apparel, Inc. and The CIT Group/Commercial Services, Inc., as Agent.

| Intellectual Property | Registered Owner | Type | Registration No. | Required Filings (next 12 months) | Filing Fees | Renewal Date |
|------------------------------|----------------------------|------------------------|-------------------------------|---|--------------------|---------------------|
| WILLOW WEAR BY WILLOW CREEK | Willow Creek Apparel, Inc. | Trademark (registered) | 2095398 (Serial No. 75976013) | Combined Section 8 and 9 Declaration/ Application (Renewal Application) | | 09/09/2007 |
| WILLOW WEAR FLIP.IT & Design | Willow Creek Apparel, Inc. | Trademark (registered) | 3149140 (Serial No. 76556827) | None | 0.00 | 09/26/2011 |
| WILLOW CREEK | Willow Creek Apparel, Inc. | Trademark (registered) | 1349640 (Serial No. 73515806) | None | 0.00 | 07/16/2015 |
| SNOOZING | Willow Creek Apparel, Inc. | Trademark | Serial No. 76374767 | None | 0.00 | N/A ² |
| 1 WAY PJ | Willow Creek Apparel, Inc. | Trademark | Serial No. 76556725 | None | 0.00 | N/A ² |
| WILLOW WEAR BY WILLOW CREEK | Willow Creek Apparel, Inc. | Trademark | 2224526 (Serial No. 75034498) | None | 0.00 | N/A ² |
| A.M.P.M. & Design | Willow Creek Apparel, Inc. | Trademark | Serial No. 76556826 | None | 0.00 | N/A ² |