

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JONES & MITCHELL SPORTSWEAR, INC.		01/15/2008	CORPORATION: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLIED CAPITAL CORPORATION, AS COLLATERAL AGENT		
<b>Street Address:</b>	1919 PENNSYLVANIA AVENUE, N.W.		
<b>Internal Address:</b>	3RD FLOOR		
<b>City:</b>	WASHINGTON		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20006		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2106279	JONES & MITCHELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-00284		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		
<b>Signature:</b>	/Carole Dobbins/		

**CH \$40.00 2106279**

Date:

01/17/2008

**Total Attachments: 7**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of January 15, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Allied Capital Corporation, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties (each as defined in the Second Lien Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of January 15, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto, General Electric Capital Corporation, as Agent for the Lenders, and Allied Capital Corporation, as Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement (Second Lien) of even date herewith in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

**JONES & MITCHELL SPORTSWEAR, INC.**, a  
Kansas corporation, as Grantor

By:   
Name: W. Pat Harris  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first written above:

**ALLIED CAPITAL CORPORATION**,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

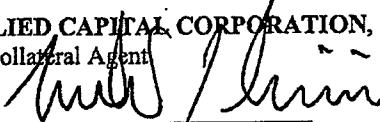
IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**JONES & MITCHELL SPORTSWEAR, INC.**, a  
Kansas corporation, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first written above:

**ALLIED CAPITAL CORPORATION**,  
as Collateral Agent  
By:   
Michael J. Grisius  
Managing Director

SCHEDULE I  
TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Registration #	Registration Date	Serial #	Filing Date
Jones & Mitchell	2,106,279	October 21, 1997	75/024,244	November 24, 1995

TRADEMARK APPLICATIONS

None.

IP LICENSES

See below.

School/Institution	CONTRACT*	Code: (See Legend)	Expiration Date	Initial Contract Date
Jones & Mitchell Sportswear Inc.				
List of Licenses				
Act as agents for universities:				
LRG = Licensing Resource Group				
ICE - The Collegiate Licensing Company				
SMA = Strategic Marketing Affiliates, Inc.				
IND = Independent school license				
IMS= Indianapolis Motor Speedway				
ISC = International Motor Speedway				
USL = U.S. Licensing Company				
*Cells with CONTRACT IN PROCESS indicate that we had a prior contract that had expired as of 12/31/07 and are working on obtaining the renewal contract.				
ARIZONA - THE UNIVERSITY OF	YES	ICE	12/31/2008	May 2004
CITADEL	YES	ICE	12/31/2008	June 2002
MONTANA WESTERN-UNIV OF	YES	ICE	12/31/2008	March 2004
MONTANA STATE-BILLINGS	YES	ICE	12/31/2008	Oct 2001
MONTANA STATE-GREAT FALLS	YES	ICE	12/31/2008	Oct 2001
MONTANA STATE-NORTHERN/HARVE	YES	ICE	12/31/2008	Oct 2001
MORGAN STATE	YES	ICE	12/31/2008	Aug 2003
NORTHWESTERN STATE UNIVERSITY (LA)	YES	ICE	12/31/2008	June 2002
SAM HOUSTON STATE UNIVERSITY	YES	ICE	12/31/2008	March 2003
CALIF UNIV-LA	Contract In Process	IND	12/31/2008	1/1/2008
SOUTHERN MISSISSIPPI	Contract In Process	IND	12/31/2008	2/15/99
MIT ATHLETICS BEAVERMARKS	YES	IND	4/18/2009	5/3/2007
RADFORD UNIVERSITY	YES	IND	Not available	Not available
CALIFORNIA SPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
DARLINGTON INTERNATIONAL RACEWAY	Contract In Process	ISC	11/30/2009	12/1/2007
DAYTONA INTERNATIONAL SPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
DAYTONA 500	Contract In Process	ISC	11/30/2009	12/1/2007
HOMESTEAD-MIAMI SPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
INTERNATIONAL SPEEDWAY CORP	Contract In Process	ISC	11/30/2009	12/1/2007
KANSAS SPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
MARTINSVILLE SPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
MICHIGAN INTERNATIONAL SPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
NAZARETH SPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
NORTH CAROLINA SPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
PHOENIX INTERNATIONAL RACEWAY	Contract In Process	ISC	11/30/2009	12/1/2007
RICHMOND INTERNATIONAL RACEWAY	Contract In Process	ISC	11/30/2009	12/1/2007
TALLADEGA SUPERSPEEDWAY	Contract In Process	ISC	11/30/2009	12/1/2007
WATKINS GLEM INTERNATIONAL	Contract In Process	ISC	11/30/2009	12/1/2007
WICHITA STATE UNIV	YES	LRG	6/30/2008	10/1/1989
BINGHAMTON UNIVERSITY	YES	SMA	3/31/2008	4/1/2007
FAIRMONT STATE UNIVERSITY	YES	SMA	3/31/2008	4/1/2007
INDIANAPOLIS -UNIVERSITY OF	YES	SMA	3/31/2008	4/1/2007
LOUISIANA STATE U - ALEXANDRIA	YES	SMA	3/31/2008	4/1/2007
MONTEVALLO-UNIVERSITY OF	YES	SMA	3/31/2008	4/1/2007
NEBRASKA-KEARNEY	YES	SMA	3/31/2008	4/1/2007
PLYMOUTH STATE UNIVERSITY	YES	SMA	3/31/2008	4/1/2007
RAMAPO COLLEGE OF NEW JERSEY	YES	SMA	3/31/2008	4/1/2007
RHODE ISLAND COLLEGE	YES	SMA	3/31/2008	4/1/2007
SAINT MARY'S COLLEGE OF CALIFORNIA	YES	SMA	3/31/2008	4/1/2007
SIENA COLLEGE	YES	SMA	3/31/2008	4/1/2007
TROY UNIVERSITY	YES	SMA	3/31/2008	4/1/2007
WESLEYAN UNIVERSITY(CT)	YES	SMA	3/31/2008	4/1/2007
SOUTH CAROLINA STATE UNIVERSITY	Contract In Process	LRG	6/30/2008	1/2/2008
MOUNT VERNON NAZARENE UNIVERSITY	YES	IND	Non Expiring	Not available



ISC = International Motor Speedway  
 USL = U.S. Licensing Company

\*Cells with CONTRACT IN PROCESS indicate that we had a prior contract that had expired as of 12/31/07 and are working on obtaining the renewal contract.

School/Institution	CONTRACT*	Code: (See Legend)	Expiration Date	Initial Contract Date
ARMY LOGO	Contract In Process	IND	1/1/2008	6/30/2010
LOYOLA UNIVERSITY NEW ORLEANS	YES	IND	10/1/2008	9/3/99
LOYOLA COLLEGE IN MARYLAND	Contract In Process	IND	12/31/2008	9/1/96
CHICAGOLAND SPEEDWAY	Contract In Process	IND	11/30/2009	12/1/2007
CHICAGO - THE UNIVERSITY OF	YES	IND	12/21/2008	12/7/94
NORTHWEST MISSOURI STATE UNIVERSITY	YES	IND	12/31/2008	7/5/06
US TENNIS ASSOCIATION	Contract In Process	IND	12/31/2008	6/1/2007
TUFTS UNIVERSITY	Contract In Process	IND	1/1/2009	1/1/02
GRAMBLING STATE UNIVERSITY	YES	IND	11/16/2008	2/6/91
CAL STATE-CHICO	YES	IND	3/14/2008	7/20/94
CLARK ATLANTA UNIV	YES	IND	3/29/2008	8/29/95
CALIF UNIV-MERCED	YES	IND	3/31/2008	4/1/06
ALCORN STATE UNIV	YES	IND	6/30/2008	12/6/94
CLEVELAND STATE UNIVERSITY	YES	IND	6/30/2008	6/21/94
OREGON - UNIVERSITY OF	YES	IND	6/30/2008	7/6/95
USA HOCKEY	YES	IND	8/31/2008	7/1/03
WISCONSIN-RIVER FALLS	YES	IND	8/31/2008	9/29/96
GEORGIA SOUTHERN UNIVERSITY	YES	IND	9/14/2008	8/19/96
TEXAS SOUTHERN UNIVERSITY	YES	IND	9/27/2008	1/1/03
TORONTO - UNIVERSITY OF	YES	IND	11/1/2008	4/20/07
COCA-COLA RETAIL	YES	IND	12/31/2008	9/27/00
COKE PROMOTIONS	YES	IND	12/31/2008	7/1/2007
MOREHOUSE COLLEGE	YES	IND	12/31/2008	3/19/93
WEST FLORIDA - UNIV OF	YES	IND	5/12/2009	5/12/94
SOUTHERN INDIANA - UNIV OF	YES	IND	6/30/2009	7/1/98
ADELPHI UNIVERSITY	YES	IND	10/31/2009	10/15/97
CALIF UNIV OF PENNSYLVANIA	YES	IND	12/31/2009	5/1/96
JOHNS HOPKINS UNIVERSITY	YES	IND	9/4/2011	6/17/93
IVY TECH STATE COLLEGES	YES	IND	Auto	7/8/97
PRAIRIE VIEW A&M UNIVERSITY	YES	IND	Auto	6/26/00
WESTERN STATE COLLEGE OF COLORADO	YES	IND	Auto	8/17/99
ALASKA-FAIRBANKS	YES	IND	Auto Renew	3/7/00
HOLY CROSS - COLLEGE OF THE	YES	IND	Auto Renew	7/22/03
PRESBYTERIAN COLLEGE (SC)	YES	IND	Auto Renew	4/9/03
SAN FRANCISCO - UNIV OF	YES	IND	Auto Renew	3/10/99
ARKANSAS TECH UNIVERSITY	YES	IND	Non Expiring	6/7/01
CALIF UNIV-SANTA CRUZ	YES	IND	Non Expiring	4/22/94
COASTAL CAROLINA UNIVERSITY	YES	IND	Non Expiring	9/6/94
NORTHERN MICHIGAN UNIV	YES	IND	Non Expiring	9/23/99
SAGINAW VALLEY STATE UNIV	YES	IND	Non Expiring	6/13/94
SOUTH DAKOTA STATE UNIV	YES	IND	Non Expiring	6/12/96
TARLETON STATE	YES	IND	Non Expiring	4/5/93