

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hanesbrands Inc.		12/10/2009	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2475739	EXPERIENCE: THE DIFFERENCE
Registration Number:	3649280	HANESBRANDS
Registration Number:	3566047	HANESBRANDS INC.
Registration Number:	3649281	HANESBRANDS
Registration Number:	3578099	HANESBRANDSINC
Registration Number:	3574142	HBI
Registration Number:	3578100	HBI
Registration Number:	2473621	NT
Registration Number:	2546373	NT NATIONAL TEXTILES
Serial Number:	78942237	WE ARE WHAT YOU WEAR

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976

900149934

**TRADEMARK
 REEL: 004114 FRAME: 0081**

OP \$265.00 2475739

Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1392
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/15/2009

Total Attachments: 10

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of December 10, 2009 is made by HANESBRANDS INC., a Maryland corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association organized under the laws of the United States, as the administrative and the collateral agent (together with its successor(s) thereto in such capacity, the “Agent”) for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of September 5, 2006 and Amended and Restated as of December 10, 2009 (as further amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders, HSBC Bank USA, National Association, Barclays Bank PLC and Goldman Sachs Credit Partners L.P. as the Co-Documentation Agents, Bank of America, N.A. and HSBC Securities (USA) Inc., as the Co-Syndication Agents, the Agent, and J.P. Morgan Securities Inc., Bank of America Securities LLC, HSBC Securities (USA) Inc. and Barclays Capital as the Joint Lead Arrangers and Joint Bookrunners, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of September 5, 2006 (the “Existing Security Agreement”) and as further amended and restated as of December 10, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Existing Security Agreement, the Grantor entered into a Trademark Security Agreement, dated September 5, 2006 (the “Existing IP Agreement”), in favor of Citibank, N.A., and the Existing IP Agreement was recorded at the Trademark Division of the United States Patent and Trademark Office on September 18, 2006, at Reel/Frame 003391/0865;

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications (except for any such applications filed pursuant to 15 U.S.C. § 1051(b) unless and until a "Statement of Use" has been filed in respect of such application) in the United States Patent and Trademark Office, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted

to the Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such Documents as necessary to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

* * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its authorized officer, solely in such capacity and not as an individual, as of the date first above written.

HANESBRANDS INC.

By 

Name: Richard D. Moss

Title: Senior Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent

By _____

Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its authorized officer, solely in such capacity and not as an individual, as of the date first above written.

HANESBRANDS INC.

By: _____

Name:

Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent

By:  _____

Name: James A. Knight
Vice President

Title:

SCHEDULE I
to Amended and Restated Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Owner	Trademark	Registration No.
HANESBRANDS INC.	EXPERIENCE: THE DIFFERENCE	2475739
HANESBRANDS INC.	HANESBRANDS	3649280
HANESBRANDS INC.	HANESBRANDS INC	3566047
HANESBRANDS INC.	HANESBRANDS Logo	3649281
HANESBRANDS INC.	HANESbrandsINC Stylized	3578099
HANESBRANDS INC.	HBI	3574142
HANESBRANDS INC.	HBI Stylized	3578100
HANESBRANDS INC.	NT Design	2473621
HANESBRANDS INC.	NT NATIONAL TEXTILES	2546373

Pending Trademark Applications

Owner	Trademark	Application Number
HANESBRANDS INC.	WE ARE WHAT YOU WEAR	78/942237

Trademark Applications In Preparation

<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
N/A	N/A	N/A	N/A

Item B. Trademark Licenses

HANESBRANDS INC.					
Trademark	Third Party Trademark	Title	Status	Effective Date	Expiration Date
CHAMPION		The Keds Corporation/SR Holdings, Inc. and Hanesbrands Inc.	Active	04-Feb-1987	31-Dec-2011
CHAMPION		Surgical Appliance Industries, Inc. and Hanesbrands Inc.	Active	16-Feb-1979	16-Feb-2055
	LIVING PLAYTEX	Ongoing Trademark License Agreement between Playtex Marketing Corporation and Hanesbrands Inc. and HBI Branded Apparel Enterprises, LLC and	Active	19-Nov-1991	

HANESBRANDS INC.

Trademark	Third Party Trademark	Title	Status	Effective Date	Expiration Date
	Motorsports ®				
	88 (tm) V Dale Jr. ®	JRM Licensing, LLC and Hanesbrands Inc.	Active	01-Jan-2009	31-Dec-2011
H ICON OVER HANES PATCH H ICON PATCH & HANES HORIZONTAL HANES & FLAG		Hanesbrands Inc. and MadeToOrder.com, Inc.	Active	29-Mar-1996	30-Jun-2009
	NASCAR NASCAR & Design	National Association for Stock Car Auto Racing, Inc. (NASCAR) and Hanesbrands Inc.	Active	01-Jan-2009	31-Dec-2011
	FANCY NANCY	HarperCollins Publishers and Hanesbrands Inc.	Active	01-Jan-2009	31-Dec-2011
HANES & FLAG	SUP SUPREME	Hanesbrands Inc. and Supreme New York	Active	31-Mar-2009	
FITS WHO YOU ARE JMS JMS JUST MY SIZE & DESIGN		Product Development, Sales and Licensing Agreement between Hanesbrands Inc. and Wal-Mart Stores, Inc.	Active	27-Apr-2009	31-Dec-2012
CHAMPION HANES OUTER BANKS	DISNEY MAGIC DISNEY WONDER DISNEYLAND RESORT	Participant Agreement between Hanesbrands Inc. and Walt Disney World Co. (Worldco), Magical Cruise Company Ltd. (DCL), Disney Regional Entertainment, Inc. (ESPN Zone), and Disney Vacation Club Management Company, Inc. (DVCMC)	Active	08-Oct-2007	31-Dec-2017

HANESBRANDS INC.

Trademark	Third Party Trademark	Title	Status	Effective Date	Expiration Date
		Playtex Products Inc.			
	Polo by Ralph Lauren Polo Player Logo Polo Sport	Polo Ralph Lauren, L.P. and Hanesbrands Inc.	Active	01-Jan-1997	31-Dec-2010
C9 C9 BY CHAMPION C9 BY CHAMPION LOGO		Hanesbrands Inc. and Target Brands, Inc., a wholly owned subsidiary of Target Corporation	Active	01-Feb-2007	31-Jan-2010
	DKNY DONNA KARAN	Donna Karan Studio LLC and Hanesbrands Inc.	Active	16-Jan-1987	31-Dec-2011
	C (degree symbol) Comfortemp	Freudenberg Vliesstoffe KG and Hanesbrands Inc.	Active	15-Jul-2004	
	COOLMAX LYCRA SUPPLEX	Invista S.a.r.l. and Hanesbrands Inc.	Active	12-Aug-2004	
	DIM	Dim S.A. and Hanesbrands Inc.	Active	03-Feb-2006	
	UNNO	DBA Lux 1 S.a.r.l. and Hanesbrands Inc.	Active	03-Feb-2006	
	BEE MOVIE KUNG FU PANDA SHREK 3	Dreamworks Animation, LLC and Hanesbrands Inc.	Active	06-Oct-2005	31-Dec-2009
	NATURAL BLEND	Cotton Incorporated to Hanesbrands Inc.	Pending	10-May-2006	10-May-2009
BEEFY-T		Hanesbrands Inc. and Dick Broadcasting Company, Inc.	Active	14-Jun-2007	14-Jun-2008
	NATURAL STRETCH	Cotton Incorporated and Hanesbrands Inc.	Active	10-Aug-2006	
	THOMAS & FRIENDS	Retail License agreement between Thomas Licensing, LLC and Hanesbrands Inc.	Active	01-Jan-2009	31-Jul-2011
	Polly Pocket	License Agreement between Mattel Europa, B.V., Mattel, Inc. and Hanesbrands Inc. for use of POLLY POCKET	Active	01-Dec-2006	31-Dec-2009
	Speed Racer Speed Racer: The Next Generation	Merchandising License Agreement between Speed Racer Enterprises, Inc. and Hanesbrands Inc.	Active	01-Aug-2007	31-Dec-2010
	Baby Bop Barney	Retail License Agreement between Lyons Partnership, L.P. and	Active	01-Jan-2007	31-Dec-2009

HANESBRANDS INC.

Trademark	Third Party Trademark	Title	Status	Effective Date	Expiration Date
	BJ	Hanesbrands Inc.			
	Disney Standard Characters: Mickey Mouse, Minnie Mouse, Donald Duck, Daisy Duck, Pluto and Goofy Disney's Mickey Mouse Clubhouse Winnie the Pooh, including: Piglet, Rabbit, Eeyore, Tigger, Owl Gopher, Kanga and Roo Disney's My Friends Tigger & Pooh Disney Princess characters, including: Snow White, Cinderella, Belle, Jasmine, Sleeping Beauty, Ariel, Mulan and Pocahontas Disney's Fairies Disney's Toy Story characters, including Buzz Lightyear, Woody, Hamm, Rex, Bo Peep, Little Green Men (aliens), Green Army Men, Sid and his Mutant Toys, Mr. Spell, RC Car, Rocky Gibraltar Disney's/Pixar	Consumer Products License Agreement between Disney Consumer Products, Inc. and Hanesbrands Inc. (Contract Number 1085112655)	Active	01-Jan-2009	31-Dec-2009

HANESBRANDS INC.

Trademark	Third Party Trademark	Title	Status	Effective Date	Expiration Date
	Toy Story 2 characters, including Jessie, Bullseye, Prospector, Wheezy, Zurg and Al Characters from: The Princess and the Frog Power Rangers Operation Overdrive Cars (Pixar/Disney) Bambi Sleeping Beauty Snow White and the Seven Dwarfs The Jungle Book Cinderella Dumbo Lady and the Tramp Pinocchio Alice in Wonderland Peter Pan Aristocats Aladdin Beauty and the Beast				
	Clone Wars Volume I Clone Wars Volume II Star Wars: Episode II-Attack of the Clones	Merchandise License Agreement between Lucasfilm Ltd., and Hanesbrands Inc.	Active	01-Jan-2008	30-Jun-2010
	24 ® Gordon ® Hendrick	Hendrick Gordon Licensing, LLC and Hanesbrands Inc.	Active	01-Jan-2009	31-Dec-2010