

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hartwell Industries, Inc.		01/11/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC		
Street Address:	32 Avenue of the Americas		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3542473	A AUBURN SPORT SINCE 1963	
Registration Number:	3542458	AUBURN A SPORT EST 1963	
Registration Number:	3058736	AUBURN SAFETY NET	
Registration Number:	3053328	AUBURN SAFETY NET	
Registration Number:	2964985	HARTWELL	
Registration Number:	3536109	HARTWELL APPAREL	
Registration Number:	3371774	HARTWELL CLASSIC APPAREL	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
Phone:	4045818052		
Email:	rcampbell@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard U. Campbell		

CH \$190.00 3542473

Address Line 1: 1420 Peachtree St. NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	223194-615013
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	01/17/2012

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of 1/11/2012 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, each Grantor entered into a Loan and Security Agreement dated as of June 25, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with Patriarch Partners Agency Services, LLC, as Agent, and the lenders party thereto, whereby Grantor granted a security interest in certain trademarks to the Agent for the ratable benefit of the Secured Parties.

WHEREAS, the Grantors have acquired additional trademarks and are required under the terms of the Security Agreement to execute and deliver this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

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 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 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

HARTWELL INDUSTRIES, INC.
as Grantor

By: 
Name: JASON BUAR
Title: CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
)
COUNTY OF Hart) ss.

On this 11 day of January, 2011 before me personally appeared Jason Burr, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hartwell Industries, 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.

Tina C. Miller
Notary Public



SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Reg. No	Reg. Date	App No.	App Date	Status
A. Auburn Sport Since 1963 and Design	3542473	12/09/2008	77/143,040	03/28/2007	Registered
Auburn A Sport Est 1963 and Design	3542458	12/09/2008	77/129,772	03/13/2007	Registered
Auburn Safety Net	3058736	02/14/2006	78/426,290	05/27/2004	Registered
Auburn Safety Net and Design	3053328	01/31/2006	78/426,288	05/27/2004	Registered
Hartwell	2964985	07/05/2005	78/311,016	10/08/2003	Registered
Hartwell Apparel (Stylized)	3536109	11/25/2008	77/293,043	10/01/2007	Registered
Hartwell Classic Apparel	3371774	01/22/2008	77/142,463	03/28/2007	Registered

B. TRADEMARK APPLICATIONS

None

C. IP LICENSES

None