

06-02-1999

FORM PTO 1594

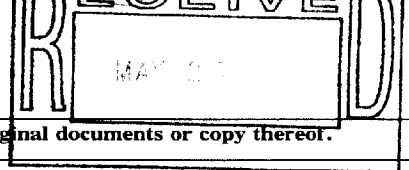
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101051707 TRADEMARKS ONLY

1 SHEET

U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying Party(ies): Tultex Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: U.S. Bank National Association, as Trustee

Internal Address: Attn: Corporate Trust Department

Street Address: 180 East Fifth Street

City: St. Paul State: Minnesota Zip: 55101

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - Release
- Merger
- Change of name

Execution Date: May 7, 1999

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State
- Other - National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No (Designations must be separate from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/603,849

B. Trademark Registration No.(s)

2,230,217

Additional numbers attached? Yes No
SEE THE "UNITED STATES" PORTION OF SCHEDULE A.
THE PAGE HAS BEEN TABBED AND HIGHLIGHTED FOR CONVENIENCE.

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James D. Wright, Esq.

Internal Address: Troutman Sanders LLP

Street Address: 600 Peachtree Street, N.E.
Suite 5200

City: Atlanta

State: GA Zip: 30308-2216

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41) \$ 1165.00

Enclosed

Authorized to be charged to deposit account

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James D. Wright
Name of Person Signing

Signature

5/21/99
Date

06/01/1999 DNGUYEN 00000012 2230217

01 FC:481 40.00 OP
02 FC:482 1125.00 OP
OMB No. 0651-0011 (exp. 4/94)

Total number of pages comprising cover sheet: 19

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Additional Conveying Parties

California Shirt Sales, Inc.
Dominion Stores, Inc.
Tultex/T-Shirt City, Inc.
Track Gear, Inc.
Akom, Ltd.
Dominion Distribution, Inc.
Liga Mayor de Mexico S.A. de C.V.
Tultex Subsidiary (VA) Inc.
Tultex Subsidiary (Mass) Inc.
Tultex Canada, Inc.
Sweatjet Incorporated
Tultex International, Inc.

SCHEDULE A

Listing of Trademark Registrations and Applications

UNITED STATES

Mark	App. # or Reg. #	Filing or Reg. Date	Intl. Class	Owner
DRY PERFORMANCE	75-603849	December 11, 1998	25	Tultex Corporation
TULTEX MAXIMUM JERSEY	75-515960	July 9, 1998	25	Tultex Corporation
TG	75-480170	May 6, 1998	25	Track Gear Inc.
GET THE ATTITUDE. WEAR THE WINNERS.	75-432030	February 10, 1998	25	Track Gear, Inc.
DISCUS CLASSIC ATHLETIC	2230217	March 9, 1999	25	Tultex Corporation
TULTEX CLASSIC COTTON	75-340928	August 14, 1997	25	Tultex Corporation
COMPETE ON EVERY FIELD	2197871	October 20, 1998	25	Tultex Corporation
SPORT BY DISCUS ATHLETIC	2114356	November 18, 1997	25	Tultex Corporation
TRACK GEAR	75-241087	February 13, 1997	28	Track Gear
SPORT BY DISCUS ATHLETIC	2110858	November 4, 1997	25	Tultex Corporation
TRACK GEAR	2157629	May 12, 1999	25	Track Gear
TRACK GEAR	75-176420	October 3, 1996	25	Track Gear
(design only)	2039121	February 18, 1997	25	Tultex Corporation
WHATEVER. WHEREVER WEAR	75-098042	May 2, 1996	25	Tultex Corporation
DISCUS	2074559	June 24, 1997	25	Tultex Corporation
DISCUS ATHLETIC	1999602	September 10, 1996	25	Tultex Corporation
DISCUS ATHLETIC	1976957	May 28, 1996	25	Tultex Corporation
DISCUS ATHLETIC	1976958	May 28, 1996	25	Tultex Corporation
DISCUS SPORT	74-693684	June 26, 1995	25	Tultex Corporation
DISCUS SPORT	2209372	December 8, 1998	25	Tultex Corporation
CSS	1968557	April 16, 1996	42	California Shirt Sales, Inc.
THE WAY AMERICA PLAYS	1844518	July 12, 1994	25	Tultex Corporation
CAMPUS SPIRIT	1849717	August 9, 1994	25	Tultex Corporation
TULTEX	1733245	November 17, 1992	25	Tultex Corporation
A NEW WAY OF LOOKING AT CLOTHES	1731250	November 10, 1992	25	Tultex Corporation
WHATEVER. WHEREVER WEAR	1693149	June 9, 1992	25	Tultex Corporation
TULTEX MAXIMUM SWEATS	1657481	September 17, 1991	25	Tultex Corporation
DISCUS ATHLETIC	1651552	July 23, 1991	25	Tultex Corporation
ULTRA JERSEY	1687173	May 12, 1992	25	Tultex Corporation
SWEATS EXPRESS	1762927	April 6, 1993	25	Tultex Corporation
CLUB SWEATS	1554837	September 5, 1989	25	Tultex Corporation
THE SWEATSHIRT COMPANY	1607864	July 24, 1990	25	Tultex Corporation
TULTEX	1420194	December 9, 1986	25	Tultex Corporation
WINTERFLEECE	1326045	March 19, 1985	25	Tultex Corporation
SUPERWEIGHT	1297739	September 25, 1984	25	Tultex Corporation
ULTRA-FLEECE	1306014	November 20, 1984	25	Tultex Corporation
CHANNEL MARK	1162033	July 21, 1981	25	Tultex Corporation
GET PHYSICAL	1156466	June 2, 1981	25	Tultex Corporation
(design only)	1145792	January 13, 1981	23	Tultex Corporation
TULTEX	1146186	January 20, 1981	23	Tultex Corporation
ULTRA BLEND	1143437	December 16, 1980	23	Tultex Corporation

0388550.04

ATHTEX	1107383	November 28, 1978	25	TulTEX Corporation
DISCUS	1082718	January 17, 1978	25	TulTEX Corporation
MAYO SPRUCE	714202	April 18, 1961	25	TulTEX Corporation
NITE TOGS	675386	March 10, 1959	25	TulTEX Corporation
WHISTLE-TOPS	668732	October 21, 1958	25	TulTEX Corporation

CANADA

Mark	App. # or Reg. #	Filing or Reg. Date	Intl. Class	Owner
DISCUS CLASSIC ATHLETIC	508334	February 23, 1999	25	TulTEX Corporation
THE SWEATSHIRT COMPANY	458217	May 31, 1996	42	TulTEX Corporation
DISCUS ATHLETIC	402417	September 4, 1992	25	TulTEX Corporation
TULTEX MAXIMUM SWEATS	382743	April 5, 1991	25	TulTEX Corporation
TULTEX	381381	March 8, 1991	25	TulTEX Corporation
DISCUS	254022	December 19, 1980	25	TulTEX Corporation

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of the 7th day of May, 1999, by each of **TULTEX CORPORATION**, a Virginia corporation (together, with its successors and assigns, the "**Company**"), **CALIFORNIA SHIRT SALES, INC.**, a Virginia corporation ("**California Shirt**"), **DOMINION STORES, INC.**, a Virginia corporation ("**Dominion Stores**"), **TULTEX/T-SHIRT CITY, INC.**, a Virginia corporation, **TRACK GEAR, INC.**, a Virginia corporation, **AKOM, LTD.**, a Cayman Islands, B.W.I. corporation ("**AKOM**,"), **DOMINION DISTRIBUTION, INC.**, a Virginia corporation, **LIGA MAYOR DE MEXICO S.A. DE C.V.**, a Mexican corporation, **TULTEX SUBSIDIARY (VA) INC.**, a Virginia corporation formerly known as Logo Athletic, Inc. and Logo 7, Inc. ("**Tultex Virginia**"), **TULTEX SUBSIDIARY (MASS) INC.**, a Massachusetts corporation formerly known as Universal Industries, Inc. and as Logo Athletic/Headwear, Inc. ("**Tultex Massachusetts**"), **TULTEX CANADA, INC.**, a Canadian corporation ("**Tultex Canada**"), **SWEATJET INCORPORATED**, a Virginia corporation ("**Sweatjet**"), and **TULTEX INTERNATIONAL, INC.**, a Virginia corporation ("**Tultex International**") (all of the foregoing (other than the Company), together with their respective successors and assigns, referred to herein, individually, as a "**Subsidiary Grantor**," and, collectively, as the "**Subsidiary Grantors**;" the Company and the Subsidiary Grantors being collectively referred to herein as the "**Obligors**"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as beneficiary and grantee ("**US Bank**"), not in its individual corporate capacity but solely in its capacity as security trustee (in its capacity as such security trustee, and together with any successor or co-security trustee that becomes such in accordance with the provisions of the Indentures (as hereinafter defined), the "**Trustee**") for the Noteholders (as hereinafter defined) pursuant to the Indentures (as hereinafter defined).

WHEREAS, the Company, as issuer, **AKOM**, **Dominion Stores**, **California Shirt**, **Tultex International**, **Logo 7, Inc.** (predecessor to **Tultex Virginia**), **Universal Industries, Inc.** (predecessor to **Tultex Massachusetts**), **Tultex Canada** and **Sweatjet**, as guarantors, and **First Union National Bank of Virginia** ("**First Union**"), as trustee, entered into an indenture, dated as of March 15, 1995 (the "**1995 Indenture**"), pursuant to which the Company was authorized to issue \$110,000,000 in Securities (as defined therein) and said guarantors were obligated to Guarantee (as defined therein) any such issued Securities; and

WHEREAS, the 1995 Indenture was amended by that certain **First Supplemental Indenture**, dated May 1, 1997, and is being further amended by that certain **Second Supplemental Indenture**, on or about the date hereof (the 1995 Indenture, as amended by said **First** and **Second Supplemental Indentures**, is referred to herein as the "**First Indenture**"); and

WHEREAS, the Company, as issuer, **AKOM**, **Dominion Stores**, **Logo 7, Inc.** (predecessor to **Tultex Virginia**), **Universal Industries, Inc.** (predecessor to **Tultex Massachusetts**), **Sweatjet**, **Tultex International** and **Tultex Canada**, as guarantors, and **First Union**, as trustee, entered into an indenture, dated as of April 15, 1997 (the "**1997 Indenture**"), pursuant to which the Company was

authorized to issue \$75,000,000 in Securities (as defined therein) and said guarantors were obligated to Guarantee (as defined therein) any such issued Securities; and

WHEREAS, the 1997 Indenture was amended by that certain First Supplemental Indenture, dated May 1, 1997, and is being further amended by that certain Second Supplemental Indenture, on or about the date hereof (the 1997 Indenture, as amended by said First and Second Supplemental Indentures, is referred to herein as the "**Second Indenture**"; the First Indenture and the Second Indenture are collectively referred to herein as the "**Indentures**," which term shall refer to such Indentures, as each may be amended, supplemented, restated or otherwise modified from time to time); and

WHEREAS, pursuant to the First Indenture the Company issued certain 10-5/8% Senior Notes due March 15, 2005, and pursuant to the Second Indenture the Company issued certain 9-5/8% Senior Notes due April 15, 2007 (such notes, as amended, extended, renewed, consolidated or otherwise modified from time to time, together with any and all notes that may be given from time to time in substitution or replacement therefor, are collectively referred to herein as the "**Notes**"; and the Persons whose names appear on the register, maintained pursuant to each Indenture for the registration and for the transfer and exchange of Notes, as the registered owners from time to time of any of the Notes are collectively referred to herein as the "**Noteholders**"); and

WHEREAS, To induce the Noteholders to enter into the Second Supplemental Indenture which amends the 1995 Indenture and the Second Supplemental Indenture which amends the 1997 Indenture, the Obligors have agreed to execute and deliver this Agreement as security for the Secured Obligations.

WHEREAS, the Company and the Subsidiary Grantors will derive substantial benefits, both directly and indirectly, from the aforementioned Second Supplemental Indentures and the transactions contemplated thereby; and

WHEREAS, in order to induce the Trustee and the Noteholders to enter into such Second Supplemental Indentures, the Obligors have agreed to assign to the Trustee, for the benefit of the Noteholders, certain trademark rights as described herein; and

WHEREAS, capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in that certain Master Collateral and Security Agreement, dated as of the date hereof (hereinafter, the "**MCSA**"), among the Obligors and the Trustee;

NOW, THEREFORE, in consideration of the premises, the Obligors hereby agree with the Trustee as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all of the Secured Obligations, each Obligor hereby grants, assigns and conveys to the Trustee, for the benefit of the Secured Creditors, a security interest in such Obligor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in

Schedule A attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Representations and Warranties.

Each Obligor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof;
- (b) The Trademarks listed on **Schedule A** constitute all of the trademarks owned by any Obligor;
- (c) Each of the Trademarks is valid and enforceable in the U.S. and the respective states thereof and all claims by others to rights in the Trademarks of which any Obligor is aware, including, without limitation, licenses, are noted on **Schedule B**, attached hereto and by reference made a part hereof;
- (d) Except for liens in favor of the Agent pursuant to the Loan Agreement, liens in favor of the Trustee or any other liens noted on **Schedule B**, the Obligor listed on **Schedule A** as the owner of one or more Trademarks is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, including, without limitation, covenants by such Obligor not to sue third persons and licenses;
- (e) Each Obligor has made all necessary applications, filings and recordations to protect and maintain its interest in the Trademarks, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office;
- (f) Each Obligor has the unqualified right, power and authority to execute, deliver and perform this Agreement;
- (g) Until all of the Secured Obligations shall have been satisfied in full and the Indentures shall have been discharged, no Obligor will enter into any agreement which is inconsistent with the Obligors' obligations under this Agreement without the Trustee's prior written consent; and

- (h) Each Obligor shall perform all acts and execute all documents reasonably requested by the Trustee at any time and from time to time to evidence, perfect, maintain, record and enforce the Trustee's security interest in the Trademarks, including, without limitation any trademarks falling under Paragraph 3 hereof.

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Secured Obligations shall have been satisfied in full and the Indentures shall have been discharged, any Obligor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Obligor's business (the "Goods"), the provisions of Paragraph 1 hereof shall automatically apply thereto, and also to any composite marks or other marks of any Obligor which are confusingly similar to such mark, and the Company shall give to the Trustee prompt written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to any Obligor. Each Obligor shall perform all acts and execute all documents reasonably requested by the Trustee at any time and from time to time to evidence, perfect, maintain, record and enforce the Trustee's security interest in the Trademarks, including, without limitation, any trademarks falling under this Paragraph 3.

4. Modification of Agreement.

Each Obligor authorizes the Trustee to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraph 1 or Paragraph 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the United States Patent and Trademark Office at the expense of the Obligors. The representations and warranties of the Obligors shall be deemed to be remade and restated by each Obligor as of the date of the amendment of Schedule A with respect to all Trademarks listed on the amended Schedule A at that time.

5. Covenants of Obligors.

(a) Each Obligor covenants as follows: (i) it will maintain the high standard of quality which has become associated with the Trademarks; (ii) the Trustee from time to time and upon request shall have the right to inspect samples of the Goods and the premises at which the Goods are produced and records relating to the Trademarks at the premises where such records are kept; and (iii) the Trustee shall have the right to prevent use of the Trademarks on Goods which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) Each Obligor further agrees that: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the expiration of any registration of any Trademark; (ii) it shall give the Trustee written notice, and a complete copy, of any sublicense of any Trademark; and (iii) all uses of the Trademarks by it or its permitted sublicensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark, each Obligor agrees to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office or in any court, to (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without limitation, the filing of responses to office actions issued by the Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement and misappropriation proceedings and the payment of fees and taxes incurred in connection therewith. Notwithstanding the foregoing, if any Obligor determines that any such Trademark is not material to such Obligor's business, such Obligor may, with the prior written consent of the Trustee, elect not to pursue any such infringement action. Each Obligor agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any expenses incurred in connection with such activities shall be borne by the Obligors, and each Obligor agrees to promptly provide the Trustee with written notice of any such actions or proceedings.

6. Remedies Upon Default; Power of Attorney.

(a) In addition to the grant of the security interest contained in Paragraphs 1 and 3 hereof, if any Event of Default shall have occurred, or if any Obligor fails to perform any agreement or to meet any of its obligations hereunder, upon the election of the Trustee, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Trustee or its designee. Each Obligor hereby irrevocably constitutes and appoints the Trustee and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Obligor and in the name of such Obligor or the Trustee's own name or the name of the Trustee's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated herein by this reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Obligor or the Trustee, and to take any other actions deemed necessary by the Trustee to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Indentures or the MCSA, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Trustee in its sole discretion, and such payments made by the Trustee to become the obligations of the Obligors to the Trustee, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Trustee shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Trustee may, if any Event of

Default shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Obligor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with Section 5.7 of the MCSA. Notice of any sale or other disposition of the Trademarks shall be given to the Company, in its capacity as agent for the Obligors, at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Obligor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Trustee or any Noteholder may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Obligor, which right is hereby waived and released. Each Obligor hereby agrees to execute any documents reasonably requested by the Trustee in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, no Obligor shall have any right, title, or interest in or to any of the Trademarks and each Obligor shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Trustee, or pursuant to the terms of the MCSA, deliver to the Trustee all Goods bearing the Trademarks.

7. Termination of Agreement.

At such time as the Obligors shall completely satisfy all of the Secured Obligations and the Indentures shall have been discharged, the Trustee shall, at the Obligors' expense, execute and deliver to the Obligors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Obligors title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Trustee pursuant hereto.

8. Limitation of Liability and Indemnification.

Each Obligor hereby releases the Secured Creditors, and agrees to hold each Secured Creditor free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of such Secured Creditor's gross negligence or willful misconduct), and each Obligor agrees to indemnify each Secured Creditor from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

9. Waiver and Amendment.

(a) No course of dealing between any Obligor and any Secured Creditor, nor any failure to exercise, nor any delay in exercising, on the part of any Secured Creditor, any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

10. Cumulative Rights.

All of the Secured Creditors' rights and remedies with respect to the Trademarks, whether established hereby or under the MCSA or the Indentures, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

13. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

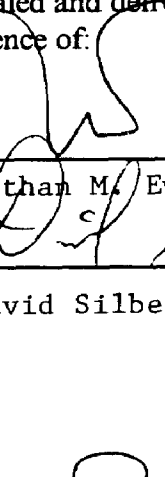
14. Choice of Law.

The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties hereto shall be governed by the laws of the State of New York without regard to principles of conflicts of law or any choice of law or other provision that would result in the application of the laws of any other jurisdiction.


[Remainder of page blank. Next page is signature page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.


Signed, Sealed and delivered
in the presence of:




Name: Lathan M. Ewers, Jr.



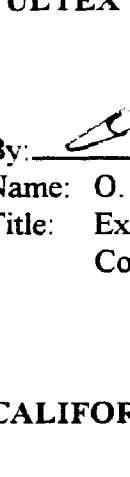
Name: David Silber



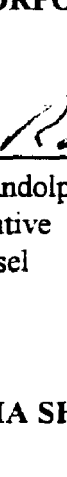
Name: Lathan M. Ewers, Jr.



Name: David Silber




Name: Lathan M. Ewers, Jr.



Name: David Silber


OBLIGORS:

TULTEX CORPORATION

By: 


Name: O. Randolph Rollins
Title: Executive Vice President and General Counsel

CALIFORNIA SHIRT SALES, INC.

By: 

Name: O. Randolph Rollins
Title: Vice President

DOMINION STORES, INC.

By: 

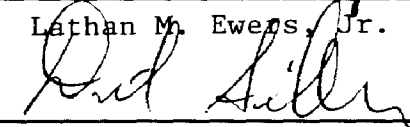
Name: O. Randolph Rollins
Title: Vice President

[Signature Page to Conditional Assignment and Trademark Security Agreement]

TULTEX/T-SHIRT CITY, INC.



Name: Lathan M. Ewers, Jr.



Name: David Silber

By: 

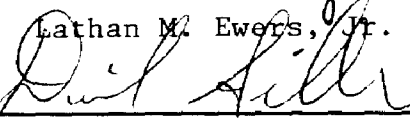
Name: O. Randolph Rollins

Title: Vice President

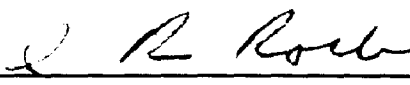
TRACK GEAR INC.



Name: Lathan M. Ewers, Jr.



Name: David Silber

By: 

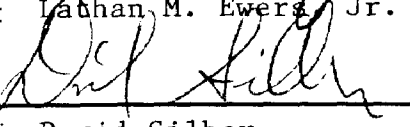
Name: O. Randolph Rollins

Title: Chairman and Chief Executive Officer

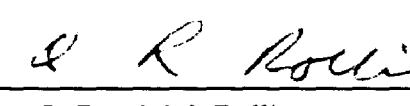
AKOM, LTD.



Name: Lathan M. Ewers, Jr.



Name: David Silber

By: 

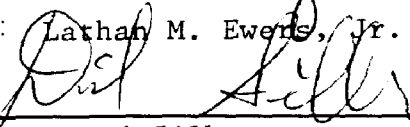
Name: O. Randolph Rollins

Title: Vice President

DOMINION DISTRIBUTION, INC.



Name: Lathan M. Ewers, Jr.



Name: David Silber


By: 

Name: O. Randolph Rollins

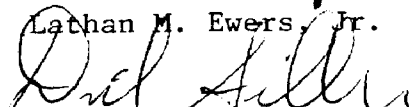
Title: Vice President

[Signature Page to Conditional Assignment and Trademark Security Agreement]

LIGA MAYOR DE MEXICO S.A. DE C.V.



Name: Lathan M. Ewers, Jr.



Name: David Silber

By: 

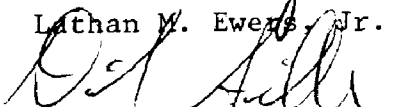
Name: O. Randolph Rollins

Title: Vice President

TULTEX SUBSIDIARY (VA), INC.



Name: Lathan M. Ewers, Jr.




Name: David Silber

By: 

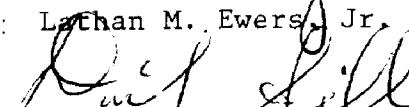
Name: O. Randolph Rollins

Title: Vice President

TULTEX SUBSIDIARY (MASS), INC.



Name: Lathan M. Ewers, Jr.



Name: David Silber

By: 

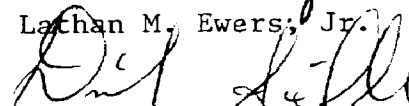
Name: O. Randolph Rollins

Title: Vice President


TULTEX CANADA, INC.



Name: Lathan M. Ewers, Jr.



Name: David Silber


By: 

Name: O. Randolph Rollins

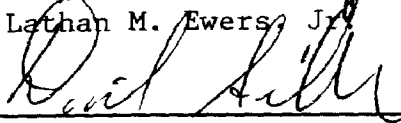
Title: Vice President

[Signature Page to Conditional Assignment and Trademark Security Agreement]

SWEATJET INCORPORATED



Name: Lathan M. Ewers, Jr.




Name: David Silber

By: 


Name: O. Randolph Rollins

Title: Vice President

TULTEX INTERNATIONAL, INC.



Name: Lathan M. Ewers, Jr.



Name: David Silber

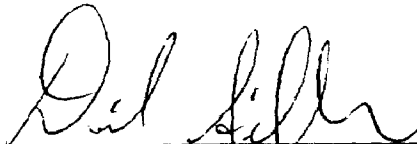
By: 

Name: O. Randolph Rollins

Title: Vice President

TRUSTEE:


**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**



Name: David Silber



Name: Eric W. Johnson



By:

Name: RICHARD JAEGLER

Title: VP

[Signature Page to Conditional Assignment and Trademark Security Agreement]

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT, dated the ____ day of _____, _____, from [NAME OF OBLIGOR], a _____ corporation (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, as Trustee (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in **Schedule A** hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the Secured Creditors (such terms having the meanings assigned thereto by the Conditional Assignment and Trademark Security Agreement dated as of May 7, 1999 among the Assignor, certain affiliates of the Assignor and the Assignee), all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Secured Creditors for any breach of the above warranty.

Exhibit A-1

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal as of the day and year first above written.

[NAME OF OBLIGOR]

By: _____
Name: _____
Title: _____

SCHEDULE A

Listing of Trademark Registrations and Applications

Exhibit A-3

SCHEDULE B

Liens and Claims of Third Parties

UNITED STATES

Sansegal Sportswear, Inc. v. Track Gear, Inc.

RE: U.S. Opposition No. 113,146 to GET THE ATTITUDE. WEAR THE WINNERS.

Samsons Inc. v. Tultex Corp.

RE: U.S. Cancellation No. 026,259 of CAMPUS SPIRIT

0388550.04

RECORDED: 05/21/1999

**TRADEMARK
REEL: 001898 FRAME: 0792**