

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	Trademark Security Agreement Second Lien
------------------------------	--

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HANESBRANDS INC.		09/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., AS THE COLLATERAL AGENT
Street Address:	388 Greenwich Street
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78943276	HANESBRANDS INC.
Serial Number:	78944177	HANESBRANDSINC
Serial Number:	78942951	HBI
Serial Number:	78944260	HBI
Serial Number:	78942237	WE ARE WHAT YOU WEAR

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-701-7237
 Email: cdore@mayerbrownrowe.com
 Correspondent Name: Christopher Dore
 Address Line 1: 71 S. Wacker Drive
 Address Line 2: Mayer Brown Rowe & Maw LLP
 Address Line 4: Chicago, ILLINOIS 60606-4637

OP \$140.00 78943276

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	09/27/2006

Total Attachments: 12

source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page1.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page2.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page3.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page4.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page5.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page6.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page7.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page8.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page9.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page10.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page11.tif
source=EXECUTED SECOND LIEN TM - HANESBRANDS INC.2#page12.tif

THE EXERCISE BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY OF THEIR RIGHTS HEREUNDER IS SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT REFERRED TO IN SECTION 7 OF THIS AGREEMENT

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT, dated as of September 5, 2006 (this "Agreement"), is made by HANESBRANDS INC., a Delaware corporation (the "Grantor"), in favor of CITIBANK, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Second Lien Credit Agreement, dated as of September 5, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among HBI Branded Apparel Limited, Inc., a Delaware corporation (the "Borrower"), Hanesbrands Inc., the Lenders, HSBC Bank USA, National Association, LaSalle Bank National Association and Barclays Bank PLC, as the Co-Documentation Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as the Co-Syndication Agents, Citicorp USA, Inc., as the Administrative Agent, the Collateral Agent, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as the Joint Lead Arrangers and Joint Bookrunners, the Lenders have extended Commitments to make Loans 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 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

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 Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all 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 Collateral 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)) 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. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral 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 Collateral 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 Collateral 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 Collateral 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 Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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.

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.

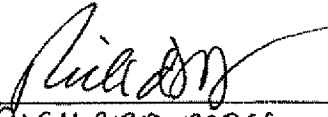
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the terms, conditions and provisions of the Intercreditor Agreement in all respects. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control in all respects.

SECTION 8. 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 executed and delivered by its duly Authorized Officer, solely in such capacity and not as an individual, as of the date first above written

HANESBRANDS INC.

By: 
Name: RICHARD MOSS
Title: TREASURER

CITIBANK, N.A.
as Collateral Agent

By: _____
Name:
Title:

Trademark Security Agreement

CITIBANK, N.A.,
as Collateral Agent

By: Patricia Gallagher
Name: **PATRICIA GALLAGHER**
Title: **VICE PRESIDENT**

Trademark Security Agreement

TRADEMARK
REEL: 003398 FRAME: 0211

All ownership is listed as if the transfer of assets has occurred (although the timeframe for transferring and proper recordation may not be as of the date of the schedules).

Owner: HANESBRANDS INC.

ITEM A. Trademarks

Registered Trademark Applications

N/A

Pending Trademark Applications

Owner	Trademark	Application Number
HANESBRANDS INC.	HANESBRANDS INC.	78/943276
HANESBRANDS INC.	HANESbrandsINC.	78/944177
HANESBRANDS INC.	HBI	78/942951
HANESBRANDS INC.	HBI Stylized	78/944260
HANESBRANDS INC.	WE ARE WHAT YOU WEAR	78/942237

Trademark Applications In Preparation

N/A

ITEM B. Trademark Licenses

Trademark Licenses listed below will be owned by HANESBRANDS INC. once the intellectual property transfer is completed.

Our Trademark	Other Party Trademark	MatterTitle	Status	Effective Date	Expiration Date
	CAPTAIN AMERICA	License Agreement between Marvel Enterprises, Inc. and Marvel Characters, Inc. and Sara Lee Corporation (D04006-2)	Active	03/01/04	12/31/07
HANES	Natural Blend	Cotton Inc. to Sara Lee Casualwear	Active	01/26/06	01/26/09
	GHOST RIDER, DAREDEVIL, PUNISHER, WASP, THOR	License Agreement between Marvel Enterprises, Inc. and Marvel Characters, Inc. and Sara Lee Corporation (D04006-2)	Active	03/01/04	12/31/07
	HULK	License Agreement between Marvel Enterprises, Inc. and Marvel Characters, Inc. and Sara Lee Corporation (D04006-2)	Active	03/01/04	12/31/07

Our Trademark	Other Party Trademark	Matter Title	Status	Effective Date	Expiration Date
	IRON MAN CLASSIC	License Agreement between Marvel Enterprises, Inc. and Marvel Characters, Inc. and Sara Lee Corporation (D04006-2)	Active	03/01/04	12/31/07
	SPIDER-MAN CLASSIC	License Agreement between Marvel Enterprises, Inc. and Marvel Characters, Inc. and Sara Lee Corporation (D04006-2)	Active	03/01/04	12/31/07
	X-MEN	License Agreement between Marvel Enterprises, Inc. and Marvel Characters, Inc. and Sara Lee Corporation (D04006-2)	Active	03/01/04	12/31/07
	102 Dalmatians, Disney Classics includes, Bambi, Sleeping Beauty, Snow White and 7 Dwarfs, Jungle Book, Cinderella, Dumbo, Lady and the Tramp, Pinocchio, Alice in Wonderland, Peter Pan, The Aristocats, Aladdin, Beauty and the Beast, Disney's Brother Bear, Disney's Home on the Range, Disney's Kim Possible, Disney's Princess, Disney's Standard Characters includes Mickey Mouse, Minnie Mouse, Donald Duck, Daisy Duck, Pluto and Goofy, Disney's The Little Mermaid, Disney's The Proud Family, Finding Nemo, Lizzie McGuire, Monster's, Inc., The Incredibles, Toy Story & Beyond, Walt Disney's 101 Dalmatians, Winnie the Pooh Characters (does not include Classic Pooh Property), Chicken Little, Cars, and The Wild	License Agreement between Disney Enterprises, Inc. and Sara Lee Underwear, a division of Sara Lee Corporation	Active	01/01/05	12/31/06
	100% Thermax	Certification Mark License Agreement between E.I DuPont De Nemours & Compnay, Inc. (DuPont) and Duofold, Inc.	Active	01/16/87	
	Thermax	Certification Mark License Agreement between E.I DuPont De Nemours & Compnay, Inc. (DuPont) and Duofold, Inc.	Active	01/16/87	

Our Trademark	Other Party Trademark	Matter Title	Status	Effective Date	Expiration Date
HANES HER WAY	SEAL OF COTTON	Cotton Inc. to Sara Lee Underwear	Active	05/12/03	05/12/06
	FRICTION FREE	TRADEMARK and PATENT license between Friction Free Newco, Friction Free Technologies, Inc. and Sara Lee Branded Apparel	Active	07/01/04	06/30/07
	OUTLAST	Outlast Technologies to Sara Lee Corporation	Active	11/29/04	11/29/06
	SMART FABRIC TECHNOLOGY	Outlast Technologies to Sara Lee Corporation	Active	11/29/04	11/29/06
	ATOMIC BETTY	Merchandise Licensing Agreement between Breakthrough Entertainment, Inc., Joy Tashjian Marketing Group (agent) and Sara Lee Underwear	Active	05/25/04	12/31/07
	COOLMAX	Trademark Logo and Hangtag License between Sara Lee Socks and Invista S.a.r.l.	Pending	08/12/04	
	LYCRA	Trademark Logo and Hangtag License between Sara Lee Socks and Invista S.a.r.l.	Pending	08/12/04	
	SUPPLEX	Trademark Logo and Hangtag License between Sara Lee Socks and Invista S.a.r.l.	Pending	08/12/04	
	TACTEL	Trademark Logo and Hangtag License between Sara Lee Socks and Invista S.a.r.l.	Pending	08/12/04	
	THERMOLITE	Trademark Logo and Hangtag License between Sara Lee Socks and Invista S.a.r.l.	Pending	08/12/04	
	BARBIE AND BARBIE PROPERTIES	License Agreement between Mattel, Inc. and Sara Lee Underwear, a division of Sara Lee Corporation for use of BARBIE and HOT WHEELS	Active	01/01/05	12/31/06
	HOT WHEELS AND HOT WHEELS RACING	License Agreement between Mattel, Inc. and Sara Lee Underwear, a division of Sara Lee Corporation for use of BARBIE and HOT WHEELS	Active	01/01/05	12/31/06
		Bill Blass International LLC to Host Apparel, Division of Harwood Co. (also referred to as Pincus agreement)	Pending	01/01/06	12/31/06
	SPIDER-MAN 3	License between Spider-Man Merchandising L.P. and Sara Lee Corp.	Active	12/21/05	05/07/08
	DIM	Dim Trademark License Agreement between Dim S.A. and Sara Lee Corporation	Active	02/03/06	
	UNNO	UNNO Trademark License Agreement between DBA Lux 1 S.a.r.l. and Sara Lee Corporation	Active	02/03/06	
	SHREK 3	Merchandise License Agreement between Dreamworks Animation, LLC and Sara Lee Underwear - A Division of Sara Lee Corporation	Pending	10/06/05	12/31/09

Our Trademark	Other Party Trademark	MatterTitle	Status	Effective Date	Expiration Date
	BEE MOVIE	Merchandise License Agreement between Dreamworks Animation, LLC and Sara Lee Underwear - A Division of Sara Lee Corporation	Pending	10/06/05	12/31/09
	KUNG FU PANDA	Merchandise License Agreement between Dreamworks Animation, LLC and Sara Lee Underwear - A Division of Sara Lee Corporation	Pending	10/06/05	12/31/09
	NATURAL BLEND	License Agreement between Cotton Incorporated to Sara Lee Branded Apparel	Pending	05/10/06	05/10/09
	PIG PEN	Trademark License Agreement Between United Feature Syndicate, Inc. and Sara Lee Branded Apparel for Hanes Kid/StayClean socks	Active	03/01/06	12/31/07
	NATURAL STRETCH	License Agreement between Cotton Incorporated to Sara Lee Underwear	Pending	08/10/06	
	CHAMPION	KEDS/SHOES - License Agreement between The Keds Corporation/SR Holdings, Inc. and Champion Products Inc.	Active	02/04/87	12/31/12
	CHAMPION	SURGICAL APPLIANCE - License Agreement between Surgical Appliance Industries, Inc. and Champion Products Inc.	Active	02/16/79	02/16/55
	P'Tit Toners	License Agreement between Sara Lee Corporation and Totes Isotoner Holdings Corporation	Active	06/02/97	06/02/07
	Tiny Toners	License Agreement between Sara Lee Corporation and Totes Isotoner Holdings Corporation	Active	06/02/97	06/02/07
	Polo by Ralph Lauren	Second License Renewal and Amending Agreement between PRL USA, Inc. (Polo Ralph Lauren) and Sara Lee Corporation	Active	01/01/05	12/31/07
	Polo Player Logo	Second License Renewal and Amending Agreement between PRL USA, Inc. (Polo Ralph Lauren) and Sara Lee Corporation	Active	01/01/05	12/31/07
	Polo Sport	Second License Renewal and Amending Agreement between PRL USA, Inc. (Polo Ralph Lauren) and Sara Lee Corporation	Active	01/01/05	12/31/07
	Ralph (Polo Player Design) Lauren	Second License Renewal and Amending Agreement between PRL USA, Inc. (Polo Ralph Lauren) and Sara Lee Corporation	Active	01/01/05	12/31/07
	Ralph Lauren	Second License Renewal and Amending Agreement between PRL USA, Inc. (Polo Ralph Lauren) and Sara Lee Corporation	Active	01/01/05	12/31/07
	Bratz	License Agreement between MGA Entertainment and Sara Lee Underwear, a division of Sara Lee Corporation	Active	10/01/03	12/31/06
	LIL' BRATZ	License agreement between MGA Entertainment (Mauritius) Limited and Sara Lee Underwear	Active	09/09/03	12/31/06

Our Trademark	Other Party Trademark	Matter Title	Status	Effective Date	Expiration Date
	SUGAR PLANET	License agreement between MGA Entertainment (Mauritius) Limited and Sara Lee Underwear	Active	09/09/03	12/31/06
	MADAGASCAR	License agreement between Dreamworks and Sara Lee Underwear	Active	09/19/02	05/27/06
	MIGHTY BEANZ	License agreement between Spin Master and Sara Lee Underwear, a division of Sara Lee Corporation	Active	11/21/03	12/31/06
	OVER THE HEDGE	License agreement between DreamWorks and Sara Lee Underwear	Active	09/19/02	05/19/07
	PADDYWHACK LANE	License agreement between Fuller Creative, Inc. and Sara Lee Underwear	Active	09/15/03	12/31/06
	SONIC X	License agreement between Sega of America, Inc. and Sara Lee Underwear, a division of Sara Lee Corporation	Active	01/01/04	12/31/06
	STRAWBERRY SHORTCAKE	License agreement between Those Characters From Cleveland, Inc. (a subsidiary of American Greetings) (Agent: DIC Entertainment) and Sara Lee Underwear	Active	06/03/02	12/31/06
	TEENAGE MUTANT NINJA TURTLES	License agreement between Mirage Licensing, Inc. (Agent: 4Kids Entertainment Licensing, Inc.) and Sara Lee Underwear	Active	01/31/03	12/31/07
	THE WIGGLES	License agreement between The Wiggles Touring Pty. Limited (Agent: HIT Entertainment) and Sara Lee Underwear, a division of Sara Lee Corporation	Active	04/10/03	04/30/07
	THOMAS & FRIENDS	License agreement between Gullane Entertainment, Inc. and Sara Lee Underwear	Active	01/01/05	12/31/06
	DKNY	License Agreement between Donna Karan Studio and Hanes Hosiery	Active	01/16/87	06/30/08
	DONNA KARAN NEW YORK	License Agreement between Donna Karan Studio and Hanes Hosiery	Active	01/16/87	06/30/08
	C (degree symbol)	Perpetual Trademark License Agreement between Freudenberg Vliesstoffe KG and Sara Lee Casualwear a division of Sara Lee Corporation	Active	07/15/04	N/A
	Comfortemp	Perpetual Trademark License Agreement between Freudenberg Vliesstoffe KG and Sara Lee Casualwear a division of Sara Lee Corporation	Active	07/15/04	N/A
	C (degree symbol)	Perpetual Trademark License Agreement between Freudenberg Vliesstoffe KG and Sara Lee Casualwear a division of Sara Lee Corporation	Active	07/15/04	N/A
	Comfortemp	Perpetual Trademark License Agreement between Freudenberg Vliesstoffe KG and Sara Lee Casualwear a division of Sara Lee Corporation	Active	07/15/04	N/A

Our Trademark	Other Party Trademark	Matter Title	Status	Effective Date	Expiration Date
BEEFY-T		Agreement between Sara Lee Branded Apparel, a division of Sara Lee Corporation and Dick Broadcasting Company, Inc.	Active	07/13/06	07/13/07
HANES & FLAG DESIGN		License Agreement between Sara Lee Corporation and TransferMagic.com, LLC.	Active	07/01/04	06/30/07
HANES		License Agreement between Sara Lee Corporation and Wal-Mart Stores, Inc.	Active	05/01/05	01/31/07
HANES & FLAG DESIGN		License Agreement between Sara Lee Corporation and Wal-Mart Stores, Inc.	Active	05/01/05	01/31/07
HANES HER WAY		License Agreement between Sara Lee Corporation and Wal-Mart Stores, Inc.	Active	05/01/05	01/31/07
HANES HER WAY & FLAG DESIGN		License Agreement between Sara Lee Corporation and Wal-Mart Stores, Inc.	Active	05/01/05	01/31/07
HANES SPORT		License Agreement between Sara Lee Corporation and Wal-Mart Stores, Inc.	Active	05/01/05	01/31/07

Our Trademark	Other Party Trademark	Matter Title	Status	Effective Date	Expiration Date
	C (degree symbol)	Perpetual Trademark License Agreement between Freudenberg Vliesstoffe KG and Sara Lee Casualwear a division of Sara Lee Corporation	Active	07/15/04	N/A
	Comfortemp	Perpetual Trademark License Agreement between Freudenberg Vliesstoffe KG and Sara Lee Casualwear a division of Sara Lee Corporation	Active	07/15/04	N/A
	C (degree symbol)	Perpetual Trademark License Agreement between Freudenberg Vliesstoffe KG and Sara Lee Casualwear a division of Sara Lee Corporation	Active	07/15/04	N/A
	Comfortemp	Perpetual Trademark License Agreement between Freudenberg Vliesstoffe KG and Sara Lee Casualwear a division of Sara Lee Corporation	Active	07/15/04	N/A
	CHAPS	CHAPS License Agreement between PRL USA, Inc. and The Polo/Lauren Company, L.P. and Sara Lee Underwear	Active	08/31/04	12/31/09
	ACTIFRESH & Design	Trademark License No. 2978.04 between Clariant Corporation and Sara Lee Corporation	Active	12/16/04	11/24/07
	SANITIZED	Trademark License No. 2978.04 between Clariant Corporation and Sara Lee Corporation	Active	12/16/04	11/24/07