

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
HBI Branded Apparel Limited, Inc.		12/10/2009	CORPORATION: DELAWARE

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: 185

Property Type	Number	Word Mark
Registration Number:	2121539	1-800-HANES-2-U
Registration Number:	2973298	A LIFETIME OF COMFORT BEGINS
Registration Number:	3303998	A PERFECT MATCH FOR YOUR SKIN
Registration Number:	0978674	ALIVE
Registration Number:	0579747	BARELY THERE
Registration Number:	3319597	BEEFY
Registration Number:	3227166	BEEFY
Registration Number:	2098239	BEEFY
Registration Number:	2739024	BEEFY SILVER
Registration Number:	1277130	BEEFY-T
Registration Number:	1177358	BEEFY-T
Registration Number:	2267468	BEYOND BARE
Registration Number:	3624411	BEYOND BARE
Registration Number:	3262038	BIG COMFORT

OP \$4640.00 2121539

Registration Number:	3428543	
Registration Number:	3518366	BLUE TOE SEAM MEANS STAY CLEAN
Registration Number:	3017280	BODY CREATIONS
Registration Number:	3017279	BODY CREATIONS
Registration Number:	3026511	BODY CREATIONS ENHANCERS
Registration Number:	2903245	BODY DEFINERS
Registration Number:	2730617	BODY ENHANCERS
Registration Number:	1795923	BODY TONERS
Registration Number:	2606419	BROWN SUGAR
Registration Number:	3554099	
Registration Number:	2553507	CELEBRITY
Registration Number:	2436642	CELEBRITY BY HANES HER WAY
Registration Number:	2741981	CLASSIC SOLE
Registration Number:	3407195	CLOTHING COMPATIBLE
Registration Number:	2979613	COMFORT COOL
Registration Number:	3327349	COMFORT COOL
Registration Number:	3285351	COMFORT COOL
Registration Number:	3392693	COMFORT FLEX
Registration Number:	3353841	COMFORT STRETCH
Registration Number:	2082135	COMFORT YOU CAN FEEL
Registration Number:	3451111	COMFORT. REINVENTED.
Registration Number:	2109989	COMFORTBLEND
Registration Number:	0876098	COMFORT-BLEND
Registration Number:	3209278	COMFORTHERM
Registration Number:	3030657	COMFORTSOFT
Registration Number:	3110247	COMFORTSOFT
Registration Number:	3353679	COMFORTSOFT
Registration Number:	3266244	COMFORTSOFT
Registration Number:	3450306	COMFORTSOFT
Registration Number:	3448733	COMFORTSOFT
Registration Number:	1833894	COMFORTSOFT
Registration Number:	2729479	COMFORTSOFT
Registration Number:	1422940	COMFORTWEAVE
Registration Number:	2973478	CONTROL TRUST SYSTEM
Registration Number:	2757534	COOL DRI

TRADEMARK

REEL: 004114 FRAME: 0334

Registration Number:	3451366	COOL DRI
Registration Number:	3620616	COOL DRI
Registration Number:	3617330	COOL DRI
Registration Number:	2483608	COOL DRI
Registration Number:	2184366	COTTON CURVES
Registration Number:	3451405	COTTON THAT MAKES YOU FEEL GOOD
Registration Number:	2089049	CUSHIONMAX
Registration Number:	0693559	DIPLOMAT
Registration Number:	0776652	DIPLOMAT
Registration Number:	2205588	DUOFOLD D
Registration Number:	2177302	D DUOFOLD
Registration Number:	0195873	DUOFOLD
Registration Number:	3427597	ECOSMART
Registration Number:	2898226	EZ SORT
Registration Number:	1205551	FITTING PRETTY
Registration Number:	3524747	FLEECE THAT MAKES YOU FEEL GOOD
Registration Number:	3069074	FRESH FLY
Registration Number:	2856087	GIRLWARE SOFTWARE FOR THE BODY
Registration Number:	2427585	GLISTEN
Registration Number:	3354279	GO FIGURE
Registration Number:	3437134	GO FIGURE
Registration Number:	2833216	GO TAGLESS
Registration Number:	2990227	GO TAGLESS!
Registration Number:	2502436	H HANES PLAYWEAR
Registration Number:	1777262	H
Registration Number:	1779721	H HANES HER WAY
Registration Number:	1777264	H HANES
Registration Number:	3446460	HANES
Registration Number:	3437615	HANES
Registration Number:	0847649	HANES
Registration Number:	2121985	HANES
Registration Number:	2073269	HANES
Registration Number:	2093321	HANES
Registration Number:	2111307	HANES
Registration Number:	2247831	HANES

Registration Number:	3015701	HANES
Registration Number:	3446461	HANES
Registration Number:	2747545	HANES
Registration Number:	2759161	HANES
Registration Number:	2510925	HANES
Registration Number:	3084956	HANES
Registration Number:	1777256	HANES ABSOLUTELY ULTRA SHEER
Registration Number:	3363550	HANES ALL DAY DRY
Registration Number:	3463271	HANES BY ME
Registration Number:	3468738	HANES BY ME
Registration Number:	3330711	HANES CLASSICS
Registration Number:	1326005	HANES CLASSICS
Registration Number:	1409560	HANES CLASSICS
Registration Number:	3693427	HANES COMFORT REWARDS
Registration Number:	3424426	HANES DRY
Registration Number:	1946186	H HANES HEAVYWEIGHT
Registration Number:	1407771	HANES HER WAY
Registration Number:	1523632	HANES HER WAY
Registration Number:	1621310	HANES HER WAY
Registration Number:	1627276	HANES HER WAY
Registration Number:	2125934	HANES HER WAY
Registration Number:	2246243	HANES HER WAY
Registration Number:	2515724	HANES HER WAY
Registration Number:	2849225	HANES HER WAY ACCENTS
Registration Number:	2858091	HANES HER WAY AT HOME
Registration Number:	1802763	HANES HER WAY CLASSICS
Registration Number:	2735285	HANES HER WAY FLEXWIRE
Registration Number:	2854901	HANES HER WAY INVISIBLE
Registration Number:	2821163	HANES HER WAY SMART & STYLE
Registration Number:	0719339	HANES
Registration Number:	3319601	HANES NATURAL LIFT
Registration Number:	1928669	HANES SIGNATURE COLLECTION
Registration Number:	2981656	HANES SMART STYLE
Registration Number:	3053853	HANES SMART STYLE
Registration Number:	2924055	HANES SPORT

Registration Number:	2929560	HANES SPORT
Registration Number:	2885041	HANES SPORT
Registration Number:	3395669	HANES SPORT
Registration Number:	2468157	HANES SPORT
Registration Number:	3426888	HANES SPORT COMFORT SUPPORT SYSTEM
Registration Number:	3151469	HANES STAYCLEAN
Registration Number:	3413510	HANES TAGLESS 6.1
Registration Number:	1204627	HANES TOO
Registration Number:	1194751	HANES TOO
Registration Number:	2944722	HANES UNLEASH'D
Registration Number:	1145496	HANES, TOO
Registration Number:	2737114	HANESNET.COM
Registration Number:	2345706	HANESPRINTABLES
Registration Number:	2872528	HEARTWARE
Registration Number:	3261738	HEEL SHIELD
Registration Number:	2849424	HHW SPORTY
Registration Number:	2289465	INSULAYER
Registration Number:	3447012	JUST 4 FUN
Registration Number:	0894211	LITTLE COLOR
Registration Number:	2815691	MADE TO COMPLEMENT YOU . . . BEAUTIFULLY
Registration Number:	3081562	MY STYLE
Registration Number:	2978113	NATIVA
Registration Number:	2722673	NO HOSE
Registration Number:	2726011	NO HOSE. NO LINES. JUST CURVES.
Registration Number:	2978187	ONE HANES PLACE
Registration Number:	3351900	ONE HANES PLACE
Registration Number:	2136325	ONE HANES PLACE
Registration Number:	2125530	OOPS PROOF
Registration Number:	3136518	PALU
Registration Number:	2330702	
Registration Number:	2120635	PRINTPRO
Registration Number:	3710543	PURE BLISS
Registration Number:	2940087	PURE COMFORT
Registration Number:	2443609	
Registration Number:	2082426	RELIANCE

Registration Number:	3327091	REST ESSENTIALS
Registration Number:	2813242	
Registration Number:	2953131	SCULPTING BAND
Registration Number:	3087695	SENSATIONAL CURVES
Registration Number:	1468389	SILK REFLECTIONS
Registration Number:	1587949	SILK REFLECTIONS
Registration Number:	2289198	SMOOTH COMFORT
Registration Number:	1857302	SMOOTH ILLUSIONS
Registration Number:	2063762	SMOOTHSTITCH
Registration Number:	2757735	SPORTYWARE
Registration Number:	2488586	SOFT L'INK
Registration Number:	2496847	SOFT L'INK
Registration Number:	3277235	SOLUTIONS BY HANES
Registration Number:	0688003	SOUTH PACIFIC
Registration Number:	2953294	STAYCLEAN
Registration Number:	3410720	STAYCLEAN
Registration Number:	3114820	STAYCLEAN
Registration Number:	0768215	STEDMAN
Registration Number:	2973001	STEPZ
Registration Number:	2605957	STRETCHFORM
Registration Number:	1151089	D
Registration Number:	2956878	TAGLESS
Registration Number:	3183194	TAGLESS
Registration Number:	3612960	TAGLESS
Registration Number:	0828250	TODAY'S GIRL
Registration Number:	1354267	TOWN TAUPE
Registration Number:	3602416	TUMMY TONE ZONE
Registration Number:	2003656	ULTIMATE COTTON
Registration Number:	2510721	VARITHERM
Registration Number:	2270915	WEAR AROUND
Registration Number:	3069073	WHAT'S UNDER

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004114 FRAME: 0338

Phone: (212) 455-7976
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 HBI BRANDED APPAREL LIMITED, INC., a Delaware 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 003392/0259;

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.

HBI BRANDED APPAREL LIMITED, INC.

By 

Name: Richard D. Moss

Title: 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.

HBI BRANDED APPAREL LIMITED, 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.
HBI BRANDED APPAREL LIMITED, INC	1-800-HANES-2-U	2121539
HBI BRANDED APPAREL LIMITED, INC	A LIFETIME OF COMFORT BEGINS	2973298
HBI BRANDED APPAREL LIMITED, INC	A PERFECT MATCH FOR YOUR SKIN	3303998
HBI BRANDED APPAREL LIMITED, INC	ALIVE	978674
HBI BRANDED APPAREL LIMITED, INC	BARELY THERE	579747
HBI BRANDED APPAREL LIMITED, INC	BEEFY	3319597
HBI BRANDED APPAREL LIMITED, INC	BEEFY	3227166
HBI BRANDED APPAREL LIMITED, INC	BEEFY	2098239
HBI BRANDED APPAREL LIMITED, INC.	BEEFY SILVER	2739024
HBI BRANDED APPAREL LIMITED, INC	BEEFY-T	1277130
HBI BRANDED APPAREL LIMITED, INC	BEEFY-T Logo	1177358
HBI BRANDED APPAREL LIMITED, INC.	BEYOND BARE	2267468
HBI BRANDED APPAREL LIMITED, INC	BEYOND BARE	3624411
HBI BRANDED APPAREL LIMITED, INC	BIG COMFORT	3262038
HBI BRANDED APPAREL LIMITED, INC	BLUE TOE SEAM & Design	3428543
HBI BRANDED APPAREL LIMITED, INC	BLUE TOE SEAM MEANS STAY CLEAN	3518366
HBI BRANDED APPAREL LIMITED, INC	BODY CREATIONS	3017280
HBI BRANDED APPAREL LIMITED, INC	BODY CREATIONS	3017279
HBI BRANDED APPAREL LIMITED, INC	BODY CREATIONS ENHANCERS	3026511
HBI BRANDED APPAREL LIMITED, INC	BODY DEFINERS	2903245
HBI BRANDED APPAREL LIMITED, INC.	BODY ENHANCERS	2730617
HBI BRANDED APPAREL LIMITED, INC	BODY TONERS	1795923
HBI BRANDED APPAREL LIMITED, INC	BROWN SUGAR	2606419
HBI BRANDED APPAREL LIMITED, INC	BULL HEAD Design	3554099
HBI BRANDED APPAREL LIMITED, INC	CELEBRITY	2553507
HBI BRANDED APPAREL LIMITED, INC.	CELEBRITY BY HANES HER WAY	2436642
HBI BRANDED APPAREL LIMITED, INC.	CLASSIC SOLE	2741981
HBI BRANDED APPAREL LIMITED, INC	CLOTHING COMPATIBLE	3407195
HBI BRANDED APPAREL LIMITED, INC	COMFORT COOL	2979613
HBI BRANDED APPAREL LIMITED, INC	COMFORT COOL	3327349
HBI BRANDED APPAREL LIMITED, INC	COMFORT COOL	3285351
HBI BRANDED APPAREL LIMITED, INC	COMFORT FLEX	3392693
HBI BRANDED APPAREL LIMITED, INC	COMFORT STRETCH	3353841
HBI BRANDED APPAREL LIMITED, INC	COMFORT YOU CAN FEEL	2082135
HBI BRANDED APPAREL LIMITED, INC	COMFORT. REINVENTED.	3451111
HBI BRANDED APPAREL LIMITED, INC	COMFORTBLEND	2109989
HBI BRANDED APPAREL LIMITED, INC.	COMFORT-BLEND	876098

Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC	COMFORTHERM	3209278
HBI BRANDED APPAREL LIMITED, INC	COMFORTSOFT	3030657
HBI BRANDED APPAREL LIMITED, INC	COMFORTSOFT	3110247
HBI BRANDED APPAREL LIMITED, INC	COMFORTSOFT	3353679
HBI BRANDED APPAREL LIMITED, INC	COMFORTSOFT	3266244
HBI BRANDED APPAREL LIMITED, INC	COMFORTSOFT	3450306
HBI BRANDED APPAREL LIMITED, INC	COMFORTSOFT	3448733
HBI BRANDED APPAREL LIMITED, INC	COMFORTSOFT	1833894
HBI BRANDED APPAREL LIMITED, INC	COMFORTSOFT	2729479
HBI BRANDED APPAREL LIMITED, INC	COMFORTWEAVE	1422940
HBI BRANDED APPAREL LIMITED, INC	CONTROL TRUST SYSTEM	2973478
HBI BRANDED APPAREL LIMITED, INC	COOL DRI	2757534
HBI BRANDED APPAREL LIMITED, INC	COOL DRI	3451366
HBI BRANDED APPAREL LIMITED, INC	COOL DRI	3620616
HBI BRANDED APPAREL LIMITED, INC	COOL DRI	3617330
HBI BRANDED APPAREL LIMITED, INC	COOL DRI	2483608
HBI BRANDED APPAREL LIMITED, INC	COTTON CURVES	2184366
HBI BRANDED APPAREL LIMITED, INC	COTTON THAT MAKES YOU FEEL GOOD	3451405
HBI BRANDED APPAREL LIMITED, INC	CUSHIONMAX	2089049
HBI BRANDED APPAREL LIMITED, INC	DIPLOMAT	693559
HBI BRANDED APPAREL LIMITED, INC	DIPLOMAT	776652
HBI BRANDED APPAREL LIMITED, INC	DUOFOLD & D (silver lining)	2205588
HBI BRANDED APPAREL LIMITED, INC	DUOFOLD & DESIGN	2177302
HBI BRANDED APPAREL LIMITED, INC	DUOFOLD (STYLIZED)	0195873
HBI BRANDED APPAREL LIMITED, INC	ECOSMART	3427597
HBI BRANDED APPAREL LIMITED, INC	EZ SORT	2898226
HBI BRANDED APPAREL LIMITED, INC	FITTING PRETTY	1205551
HBI BRANDED APPAREL LIMITED, INC	FLEECE THAT MAKES YOU FEEL GOOD	3524747
HBI BRANDED APPAREL LIMITED, INC	FRESH FLY	3069074
HBI BRANDED APPAREL LIMITED, INC	GIRLWARE SOFTWARE FOR THE BODY	2856087
HBI BRANDED APPAREL LIMITED, INC	GLISTEN	2427585
HBI BRANDED APPAREL LIMITED, INC	GO FIGURE	3354279
HBI BRANDED APPAREL LIMITED, INC	GO FIGURE	3437134
HBI BRANDED APPAREL LIMITED, INC	GO TAGLESS	2833216
HBI BRANDED APPAREL LIMITED, INC	GO TAGLESS!	2990227
HBI BRANDED APPAREL LIMITED, INC	H ICON & HANES HORIZONTAL PLAYWEAR LOGO	2502436
HBI BRANDED APPAREL LIMITED, INC	H ICON PATCH	1777262
HBI BRANDED APPAREL LIMITED, INC	H ICON PATCH & HANES HER WAY (RIGHT)	1779721
HBI BRANDED APPAREL LIMITED, INC	H ICON PATCH & HANES HORIZONTAL	1777264
HBI BRANDED APPAREL LIMITED, INC	HANES	3446460
HBI BRANDED APPAREL LIMITED, INC	HANES	3437615
HBI BRANDED APPAREL LIMITED, INC	HANES	847649
HBI BRANDED APPAREL LIMITED, INC	HANES	2121985
HBI BRANDED APPAREL LIMITED, INC	HANES	2073269

Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC	HANES	2093321
HBI BRANDED APPAREL LIMITED, INC	HANES	2111307
HBI BRANDED APPAREL LIMITED, INC	HANES	2247831
HBI BRANDED APPAREL LIMITED, INC	HANES & FLAG DESIGN	3015701
HBI BRANDED APPAREL LIMITED, INC	HANES & FLAG DESIGN	3446461
HBI BRANDED APPAREL LIMITED, INC	HANES & FLAG DESIGN	2747545
HBI BRANDED APPAREL LIMITED, INC	HANES & Flag Design	2759161
HBI BRANDED APPAREL LIMITED, INC	HANES & FLAG DESIGN	2510925
HBI BRANDED APPAREL LIMITED, INC	HANES & SHIELD DESIGN	3084956
HBI BRANDED APPAREL LIMITED, INC	HANES ABSOLUTELY ULTRA SHEER	1777256
HBI BRANDED APPAREL LIMITED, INC	HANES ALL DAY DRY	3363550
HBI BRANDED APPAREL LIMITED, INC	HANES BY ME	3463271
HBI BRANDED APPAREL LIMITED, INC	HANES BY ME	3468738
HBI BRANDED APPAREL LIMITED, INC	HANES CLASSICS	3330711
HBI BRANDED APPAREL LIMITED, INC	HANES CLASSICS	1326005
HBI BRANDED APPAREL LIMITED, INC	HANES CLASSICS	1409560
HBI BRANDED APPAREL LIMITED, INC	HANES COMFORT REWARDS	3693427
HBI BRANDED APPAREL LIMITED, INC	HANES DRY	3424426
HBI BRANDED APPAREL LIMITED, INC	HANES HEAVYWEIGHT & H ICON PATCH	1946186
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY	1407771
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY	1523632
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY	1621310
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY	1627276
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY	2125934
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY	2246243
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY & FLAG DESIGN	2515724
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY ACCENTS	2849225
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY AT HOME	2858091
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY CLASSICS	1802763
HBI BRANDED APPAREL LIMITED, INC.	HANES HER WAY FLEXWIRE & Design	2735285
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY INVISIBLE	2854901
HBI BRANDED APPAREL LIMITED, INC	HANES HER WAY SMART & STYLE	2821163
HBI BRANDED APPAREL LIMITED, INC	HANES Logo	719339
HBI BRANDED APPAREL LIMITED, INC	HANES NATURAL LIFT	3319601
HBI BRANDED APPAREL LIMITED, INC	HANES SIGNATURE COLLECTION	1928669
HBI BRANDED APPAREL LIMITED, INC	HANES SMART STYLE	2981656
HBI BRANDED APPAREL LIMITED, INC	HANES SMART STYLE	3053853
HBI BRANDED APPAREL LIMITED, INC	HANES SPORT	2924055
HBI BRANDED APPAREL LIMITED, INC	HANES SPORT	2929560
HBI BRANDED APPAREL LIMITED, INC	HANES SPORT	2885041
HBI BRANDED APPAREL LIMITED, INC	HANES SPORT	3395669
HBI BRANDED APPAREL LIMITED, INC	HANES SPORT	2468157
HBI BRANDED APPAREL LIMITED, INC	HANES SPORT COMFORT SUPPORT SYSTEM	3426888
HBI BRANDED APPAREL LIMITED, INC	HANES STAYCLEAN	3151469
HBI BRANDED APPAREL LIMITED, INC	HANES TAGLESS 6.1	3413510

Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC	HANES TOO	1204627
HBI BRANDED APPAREL LIMITED, INC	HANES TOO Stylized	1194751
HBI BRANDED APPAREL LIMITED, INC	HANES UNLEASH'D	2944722
HBI BRANDED APPAREL LIMITED, INC	HANES, TOO	1145496
HBI BRANDED APPAREL LIMITED, INC	HANESNET.COM	2737114
HBI BRANDED APPAREL LIMITED, INC	HANESPRINTABLES	2345706
HBI BRANDED APPAREL LIMITED, INC	HEARTWARE	2872528
HBI BRANDED APPAREL LIMITED, INC	HEEL SHIELD	3261738
HBI BRANDED APPAREL LIMITED, INC	HHW SPORTY	2849424
HBI BRANDED APPAREL LIMITED, INC.	INSULAYER	2289465
HBI BRANDED APPAREL LIMITED, INC	JUST 4 FUN	3447012
HBI BRANDED APPAREL LIMITED, INC	LITTLE COLOR	894211
HBI BRANDED APPAREL LIMITED, INC	MADE TO COMPLEMENT YOU . . . BEAUTIFULLY Stylized	2815691
HBI BRANDED APPAREL LIMITED, INC	MY STYLE	3081562
HBI BRANDED APPAREL LIMITED, INC	NATIVA	2978113
HBI BRANDED APPAREL LIMITED, INC	NO HOSE	2722673
HBI BRANDED APPAREL LIMITED, INC	NO HOSE. NO LINES. JUST CURVES.	2726011
HBI BRANDED APPAREL LIMITED, INC	ONE HANES PLACE	2978187
HBI BRANDED APPAREL LIMITED, INC	ONE HANES PLACE	3351900
HBI BRANDED APPAREL LIMITED, INC	ONE HANES PLACE	2136325
HBI BRANDED APPAREL LIMITED, INC	OOPS PROOF	2125530
HBI BRANDED APPAREL LIMITED, INC	PALU Design	3136518
HBI BRANDED APPAREL LIMITED, INC	PINK TOE SEAM Design	2330702
HBI BRANDED APPAREL LIMITED, INC	PRINTPRO	2120635
HBI BRANDED APPAREL LIMITED, INC	PURE BLISS	3710543
HBI BRANDED APPAREL LIMITED, INC	PURE COMFORT	2940087
HBI BRANDED APPAREL LIMITED, INC	RED TOE SEAM Design	2443609
HBI BRANDED APPAREL LIMITED, INC	RELIANCE	2082426
HBI BRANDED APPAREL LIMITED, INC	REST ESSENTIALS	3327091
HBI BRANDED APPAREL LIMITED, INC	RUNNER Design	2813242
HBI BRANDED APPAREL LIMITED, INC	SCULPTING BAND	2953131
HBI BRANDED APPAREL LIMITED, INC	SENSATIONAL CURVES	3087695
HBI BRANDED APPAREL LIMITED, INC	SILK REFLECTIONS	1468389
HBI BRANDED APPAREL LIMITED, INC	SILK REFLECTIONS	1587949
HBI BRANDED APPAREL LIMITED, INC.	SMOOTH COMFORT	2289198
HBI BRANDED APPAREL LIMITED, INC	SMOOTH ILLUSIONS	1857302
HBI BRANDED APPAREL LIMITED, INC	SMOOTHSTITCH	2063762
HBI BRANDED APPAREL LIMITED, INC.	SPORTYWARE	2757735
HBI BRANDED APPAREL LIMITED, INC	SOFT L'INK	2488586
HBI BRANDED APPAREL LIMITED, INC	SOFT L'INK Logo	2496847
HBI BRANDED APPAREL LIMITED, INC	SOLUTIONS BY HANES	3277235
HBI BRANDED APPAREL LIMITED, INC	SOUTH PACIFIC	0688003
HBI BRANDED APPAREL LIMITED, INC	STAYCLEAN	2953294
HBI BRANDED APPAREL LIMITED, INC	STAYCLEAN	3410720
HBI BRANDED APPAREL LIMITED, INC	STAYCLEAN & Design	3114820
HBI BRANDED APPAREL LIMITED, INC	STEDMAN	768215

Owner	Trademark	Registration No.
HBI BRANDED APPAREL LIMITED, INC	STEPZ	2973001
HBI BRANDED APPAREL LIMITED, INC	STRETCHFORM	2605957
HBI BRANDED APPAREL LIMITED, INC	STYLIZED D with Crown Design	1151089
HBI BRANDED APPAREL LIMITED, INC	TAGLESS	2956878
HBI BRANDED APPAREL LIMITED, INC	TAGLESS	3183194
HBI BRANDED APPAREL LIMITED, INC	TAGLESS	3612960
HBI BRANDED APPAREL LIMITED, INC	TODAY'S GIRL	828250
HBI BRANDED APPAREL LIMITED, INC	TOWN TAUPE	1354267
HBI BRANDED APPAREL LIMITED, INC	TUMMY TONE ZONE	3602416
HBI BRANDED APPAREL LIMITED, INC	ULTIMATE COTTON	2003656
HBI BRANDED APPAREL LIMITED, INC	VARITHERM	2510721
HBI BRANDED APPAREL LIMITED, INC	WEAR AROUND	2270915
HBI BRANDED APPAREL LIMITED, INC	WHAT'S UNDER	3069073

Pending Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Application No.</u>
N/A	N/A	N/A

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

HBI BRANDED APPAREL LIMITED, INC.					
Trademark	Third Party Trademark	Title	Status	Effective Date	Expiration Date
COMFORTSOFT GO TAGLESS HANES		HBI Branded Apparel Limited, Inc. and Pico Manufacturing Loungewear and Sales Co., LLC	Active	20-May-2005	30-Nov-2011
HANES		Trademark License Agreement between Avery Dennison Office Products Company and HBI Branded Apparel Limited, Inc.	Active	26-Sep-2006	26-Sep-2007
HANES HANES & FLAG		HBI Branded Apparel Limited, Inc. and WestPoint Home, Inc.	Pending	01-Jul-2009	31-Dec-2012