As filed with the Securities and Exchange Commission on December 10, 2010.

Registration No. 333-

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

HANESBRANDS INC.*

(Exact name of each registrant as specified in its charter)

Maryland	5600	20-3552316
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Number)*	*(I.R.S. Employer Identification No.)*

1000 East Hanes Mill Road
Winston-Salem, North Carolina 27105
(336) 519-8080

(Address, including zip code, and telephone number, including area code, of the registrants' principal executive offices)

Joia M. Johnson, Esq.
Chief Legal Officer, General Counsel and Corporate Secretary
Hanesbrands Inc.
1000 East Hanes Mill Road
Winston-Salem, North Carolina 27105
(336) 519-8080

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Gerald T. Nowak, P.C.
Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000

Approximate date of commencement of proposed sale of the securities to the public: The exchange will occur as soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☑	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) o

Exchange Act Rule 14d-1(d) (Cross-Border Third Party Tender Offer) o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
6.375% Senior Notes due 2020	$1,000,000,000	100%	$1,000,000,000	$71,300(1)
Guarantees of 6.375% Senior Notes due 2020(2)	—	—	—	(3)

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f)(2) under the Securities Act.

(2) The 6.375% Senior Notes due 2020 will be issued by Hanesbrands Inc. See the inside facing page for registrant guarantors. No separate consideration will be received from the issuance of the guarantees.

(3) Pursuant to Rule 457(n) of the Securities Act, no separate fee is payable with respect to the guarantees being registered hereby.

* The Companies listed on the next page in the table of additional registrants are also included in this Form S-4 Registration Statement as additional Registrants.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to Section 8(a), may determine.

Exact Name of Additional Registrants*	Jurisdiction of Formation	I.R.S. Employer Identification No.
BA International, L.L.C.	Delaware	20-3151349
Caribesock, Inc.	Delaware	36-4311677
Caribetex, Inc.	Delaware	36-4147282
CASA International, LLC	Delaware	01-0863412
Ceibena Del, Inc.	Delaware	36-4165547
Hanes Menswear, LLC	Delaware	66-0320041
Hanes Puerto Rico, Inc.	Delaware	36-3726350
Hanesbrands Direct, LLC	Colorado	20-5720114
Hanesbrands Distribution, Inc.	Delaware	36-4500174
HBI Branded Apparel Enterprises, LLC	Delaware	20-5720055
HBI Branded Apparel Limited, Inc.	Delaware	35-2274670
HbI International, LLC	Delaware	01-0863413
HBI Sourcing, LLC	Delaware	20-3552316
Inner Self LLC	Delaware	36-4413117
Jasper-Costa Rica, L.L.C.	Delaware	51-0374405
Playtex Dorado, LLC	Delaware	13-2828179
Playtex Industries, Inc.	Delaware	51-0313092
Seamless Textiles, LLC	Delaware	36-4311900
UPCR, Inc.	Delaware	36-4165638
UPEL, Inc.	Delaware	36-4165642
GearCo, Inc.	Delaware	20-5919553
GFSI Holdings, Inc.	Delaware	74-2810744
GFSI, Inc.	Delaware	74-2810748
CC Products, Inc.	Delaware	48-1244929
Event 1, Inc.	Kansas	48-1197012

* The address for each of the additional Registrants is c/o Hanesbrands Inc., 1000 East Hanes Mill Road, Winston-Salem, NC 27105, telephone: (336) 519-8080. The primary standard industrial classification number for each of the additional Registrants is 5600. The name, address, including zip code, of the agent for service for each of the additional Registrants is Joia M. Johnson, Esq., Chief Legal Officer, General Counsel and Corporate Secretary of Hanesbrands Inc., 1000 East Hanes Mill Road, Winston-Salem, North Carolina 27105, telephone (336) 519-8080.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION. DATED DECEMBER 10, 2010.

PROSPECTUS

Offer to Exchange
Up to $1,000,000,000 aggregate principal amount of our 6.375% Senior Notes due 2020 (which we refer to as exchange notes) and the guarantees thereof which have been registered under the Securities Act of 1933, as amended, for all of our outstanding unregistered 6.375% Senior Notes due 2020 issued on November 9, 2010 (which we refer to as old notes) and the guarantees thereof.

The Exchange Offer:

- We will exchange all old notes that are validly tendered and not validly withdrawn for an equal principal amount of exchange notes.
- You may withdraw tenders of old notes at any time prior to the expiration date of the exchange offer.
- The exchange offer expires at 5:00 p.m., New York City time, on , 2011, unless extended. We do not currently intend to extend the expiration date.
- The exchange of old notes for exchange notes in the exchange offer should not be a taxable event for U.S. federal income tax purposes.
- We will not receive any proceeds from the exchange offer.

The Exchange Notes:

- We are offering the exchange notes to satisfy certain of our obligations under the registration rights agreement entered into in connection with the private offering of the old notes.
- The terms of the exchange notes are substantially identical to the old notes, except that transfer restrictions, registration rights and additional interest provisions relating to the old notes do not apply to the exchange notes.
- The exchange notes and the guarantees will be our and the guarantors' senior unsecured obligations and will:
  - rank equally in right of payment with all our and the guarantors' existing and future senior unsecured indebtedness;
  - rank senior in right of payment to all our and the guarantors' future senior subordinated and subordinated indebtedness;
  - be effectively subordinated in right of payment to all our and the guarantors' existing and future secured indebtedness to the extent of the value of the collateral securing such indebtedness (including all of our borrowings and the guarantors' guarantees under our senior secured credit facility); and
  - be structurally subordinated in right of payment to all existing and future indebtedness and other liabilities of any of our subsidiaries that is not a guarantor of the exchange notes.
- The exchange notes will mature on December 15, 2020.
- The exchange notes will bear interest at a rate of 6.375% per annum. We will pay interest on the exchange notes semi-annually on June 15 and December 15 of each year, beginning on June 15, 2011.
- We may redeem the exchange notes in whole or in part from time to time. See "Description of Exchange Notes."

See "Risk Factors" beginning on page 10 for a discussion of certain risks you should consider before participating in the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Until , 2011, all dealers that buy, sell or trade the exchange notes, whether or not participating in the exchange offer, may be required to deliver a prospectus. This requirement is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments and subscriptions.

, 2010

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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to participate in the exchange offer, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). You can inspect, read and copy these reports, proxy statements and other information at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information regarding the operation of the SEC's Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website at www.sec.gov that makes available reports, proxy statements and other information regarding issuers that file electronically.

We make available free of charge at www.hanesbrands.com (in the "Investors" section) copies of materials we file with, or furnish to, the SEC. By referring to our website and the SEC's website, we do not incorporate such websites or their contents into this prospectus.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" information that we file with them, which means that we can disclose important information to you by referring you to documents previously filed with the SEC. The information incorporated by reference is an important part of this prospectus, and the information that we later file with the SEC will automatically update and supersede this information. This prospectus incorporates by reference the documents and reports listed below (other than portions of these documents deemed to be "furnished" or not deemed to be "filed," including the portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, including any exhibits included with such Items):

- our Annual Report on Form 10-K for the fiscal year ended January 2, 2010;
- our Quarterly Reports on Form 10-Q for the fiscal quarters ended April 3, 2010, July 3, 2010 and October 2, 2010;
- our Current Reports on Form 8-K filed on May 3, 2010, November 1, 2010, November 4, 2010, November 10, 2010 and December 10, 2010; and
- our Proxy Statement on Schedule 14A filed on March 12, 2010.

We also incorporate by reference the information contained in all other documents we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") (other than portions of these documents deemed to be "furnished" or not deemed to be "filed," including the portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, including any exhibits included with such Items, unless otherwise specifically indicated therein) after the date of this prospectus and prior to the termination of this offering. The information contained in any such document will be considered part of this prospectus from the date the document is filed with the SEC.

Any statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference in this prospectus will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We undertake to provide without charge to any person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon oral or written request of such person, a copy of any or all of the documents that have been incorporated by reference in this prospectus, other than exhibits to such other documents (unless such exhibits are specifically incorporated by reference therein). We will furnish any exhibit not specifically incorporated by reference upon the payment of a specified reasonable fee, which fee will be limited to our reasonable expenses in furnishing such exhibit. All requests for such copies should be directed to Corporate Secretary, Hanesbrands Inc., 1000 East Hanes Mill Road, Winston-Salem, North Carolina 27105.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Exchange Act. Forward-looking statements include all statements that do not relate solely to historical or current facts, and can generally be identified by the use of words such as "may," "believe," "will," "expect," "project," "estimate," "intend," "anticipate," "plan," "continue" or similar expressions. In particular, information appearing under "Risk Factors" includes forward-looking statements. Forward-looking statements inherently involve many risks and uncertainties that could cause actual results to differ materially from those projected in these statements.

Where, in any forward-looking statement, we express an expectation or belief as to future results or events, such expectation or belief is based on the current plans and expectations of our management and expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished. More information on factors that could cause actual results or events to differ materially from those anticipated is included from time to time in our reports filed with the SEC, including our Annual Report on Form 10-K for the year ended January 2, 2010, particularly under the caption "Risk Factors."

All forward-looking statements speak only as of the date of this prospectus and are expressly qualified in their entirety by the cautionary statements included in this prospectus and each of the documents incorporated herein by reference. We undertake no obligation to update or revise forward-looking statements that may be made to reflect events or circumstances that arise after the date made or to reflect the occurrence of unanticipated events, other than as required by law.

SUMMARY

This summary highlights selected information contained elsewhere in this prospectus and the documents we incorporate by reference. It does not contain all of the information you should consider before making an investment decision. You should read the entire prospectus, the documents incorporated by reference and the other documents to which we refer for a more complete understanding of our business and this offering. Please read the section entitled "Risk Factors" and additional information contained in our Annual Report on Form 10-K for the year ended January 2, 2010 (the "Form 10-K") and our Quarterly Reports on Form 10-Q for the quarters ended October 2, 2010, July 3, 2010 and April 3, 2010 (collectively, the "Forms 10-Q") incorporated by reference in this prospectus for more information about important factors you should consider before investing in the notes in this offering.

Our Company

We are a consumer goods company with a portfolio of leading apparel brands, including *Hanes*, *Champion*, *Playtex*, *Bali*, *L'eggs*, *Just My Size*, *barely there*, *Wonderbra*, *Stedman*, *Outer Banks*, *Zorba*, *Rinbros* and *Duofold*. We design, manufacture, source and sell a broad range of apparel essentials such as T-shirts, bras, panties, men's underwear, kids' underwear, casualwear, activewear, socks and hosiery.

The apparel essentials sector of the apparel industry is characterized by frequently replenished items, such as T-shirts, bras, panties, men's underwear, kids' underwear, socks and hosiery. Growth and sales in the apparel essentials sector are not primarily driven by fashion, in contrast to other areas of the broader apparel industry. We focus on the core attributes of comfort, fit and value, while remaining current with regard to consumer trends. The majority of our core styles continue from year to year, with variations only in color, fabric or design details. Some products, however, such as intimate apparel, activewear and sheer hosiery, do have an emphasis on style and innovation. We continue to invest in our largest and strongest brands to achieve our long-term growth goals. In addition to designing and marketing apparel essentials, we have a long history of operating a global supply chain that incorporates a mix of self-manufacturing, third-party contractors and third-party sourcing.

Our products are sold through multiple distribution channels. During the year ended January 2, 2010, approximately 45% of our net sales were to mass merchants in the United States, 16% were to national chains and department stores in the United States, 11% were in our International segment, 10% were in our Direct to Consumer segment in the United States, and 18% were to other retail channels in the United States such as embellishers, specialty retailers and sporting goods stores. We have strong, long-term relationships with our top customers, including relationships of more than ten years with each of our top ten customers as of January 2, 2010. The size and operational scale of the high-volume retailers with which we do business require extensive category and product knowledge and specialized services regarding the quantity, quality and planning of product orders. We have organized multifunctional customer management teams, which has allowed us to form strategic long-term relationships with these customers and efficiently focus resources on category, product and service expertise. We also have customer-specific programs such as the *C9 by Champion* products marketed and sold through Target stores and our *Just My Size* program at Wal-Mart stores.

Our Brands

Our brands have a strong heritage in the apparel essentials industry. According to The NPD Group/Consumer Tracking Service, or "NPD," our brands held either the number one or number two U.S. market position by units sold in most product categories in which we compete, for the 12-month period ended September 30, 2010. In 2009, Hanes was number one for the sixth consecutive year as the most preferred men's apparel brand, women's intimate apparel brand and children's apparel brand of consumers in Retailing Today magazine's "Top Brands Study." Additionally, we had five of the top ten intimate apparel brands preferred by consumers in the Retailing Today study — *Hanes*, *Playtex*, *Bali*, *Just My Size* and *L'eggs*. In 2008, the most recent year in which the survey was conducted, Hanes was number one for the fifth consecutive year on the Women's Wear Daily "Top 100 Brands Survey" for apparel and accessory brands that women know best.

Our Competitive Strengths

Strong brands with leading market positions. According to NPD, our brands held either the number one or number two U.S. market position by units sold in most product categories in which we compete, for the 12-month period ended September 30, 2010. According to NPD, our largest brand, *Hanes*, was the top-selling apparel brand in the United States by units sold, for the 12-month period ended September 30, 2010.

High-volume, core essentials focus. We sell high-volume, frequently replenished apparel essentials. The majority of our core styles continue from year to year, with variations only in color, fabric or design details, and are frequently replenished by consumers. We believe that our status as a high-volume seller of core apparel essentials creates a more stable and predictable revenue base and reduces our exposure to dramatic fashion shifts often observed in the general apparel industry.

Significant scale of operations. According to NPD, we are the largest seller of apparel essentials in the United States as measured by units sold for the 12-month period ended September 30, 2010. Most of our products are sold to large retailers that have high-volume demands. We believe that we are able to leverage our significant scale of operations to provide us with greater manufacturing efficiencies, purchasing power and product design, marketing and customer management resources than our smaller competitors.

Global supply chain. We have restructured our supply chain over the past three years to create more efficient production clusters that utilize fewer, larger facilities and to balance our production capability between the Western Hemisphere and Asia. With our global supply chain infrastructure substantially in place, we are now focused on optimizing our supply chain to further enhance efficiency, improve working capital and asset turns and reduce costs.

Strong customer relationships. We sell our products primarily through large, high-volume retailers, including mass merchants, department stores and national chains. We have strong, long-term relationships with our top customers, including relationships of more than ten years with each of our top ten customers. We have aligned significant parts of our organization with corresponding parts of our customers' organizations. We also have entered into customer-specific programs such as the *C9 by Champion* products marketed and sold through Target stores and our *Just My Size* program at Wal-Mart.

Key Business Strategies

Sell more, spend less and generate cash are our broad strategies to build our brands, reduce our costs and generate cash.

Sell more. Through our "sell more" strategy, we seek to drive profitable growth by consistently offering consumers brands they love and trust and products with unsurpassed value. Key initiatives we are employing to implement this strategy include:

- *Build big, strong brands in big core categories with innovative key items.* Our ability to react to changing customer needs and industry trends is key to our success. Our design, research and product development teams, in partnership with our marketing teams, drive our efforts to bring innovations to market. We seek to leverage our insights into consumer demand in the apparel essentials industry to develop new products within our existing lines and to modify our existing core products in ways that make them more appealing, addressing changing customer needs and industry trends. We also support our key brands with targeted, effective advertising and marketing campaigns.
- *Foster strategic partnerships with key retailers via "team selling."* We foster relationships with key retailers by applying our extensive category and product knowledge, leveraging our use of multi-functional customer management teams and developing new customer-specific programs such as *C9 by Champion* for Target and our *Just My Size* program at Wal-Mart. Our goal is to strengthen and deepen our existing strategic relationships with retailers and develop new strategic relationships.
- *Use Kanban concepts to have the right products available in the right quantities at the right time.* Through Kanban, a multi-initiative effort that determines production quantities, and in doing so,

facilitates just-in-time production and ordering systems, we seek to ensure that products are available to meet customer demands while effectively managing inventory levels.

Spend less. Through our "spend less" strategy, we seek to become an integrated organization that leverages its size and global reach to reduce costs, improve flexibility and provide a high level of service. Key initiatives we are employing to implement this strategy include:

- *Optimizing our global supply chain to improve our cost-competitiveness and operating flexibility.* We have restructured our supply chain over the past three years to create more efficient production clusters that utilize fewer, larger facilities and to balance our production capability between the Western Hemisphere and Asia. With our global supply chain infrastructure substantially in place, we are now focused on optimizing our supply chain to further enhance efficiency, improve working capital and asset turns and reduce costs. We are focused on optimizing the working capital needs of our supply chain through several initiatives, such as supplier-managed inventory for raw materials and sourced goods ownership arrangements. The consolidation of our distribution network is still in process but is not expected to result in any substantial charges in future periods. The distribution network consolidation involves the implementation of new warehouse management systems and technology, and opening of new distribution centers and new third-party logistics providers to replace parts of our legacy distribution network.
- *Leverage our global purchasing and manufacturing scale.* Historically, we have had a decentralized operating structure with many distinct operating units. We are in the process of consolidating purchasing, manufacturing and sourcing across all of our product categories in the United States. We believe that these initiatives will streamline our operations, improve our inventory management, reduce costs and standardize processes.

Generate cash. Through our "generate cash" strategy, we seek to effectively generate and invest cash at or above our weighted average cost of capital to provide superior returns for both our equity and debt investors. Key initiatives we are employing to implement this strategy include:

- *Optimizing our capital structure to take advantage of our business model's strong and consistent cash flows.* Maintaining appropriate debt leverage and utilizing excess cash to, for example, pay down debt, invest in our own stock and selectively pursue strategic acquisitions are keys to building a stronger business and generating additional value for investors.
- *Continuing to improve turns for accounts receivables, inventory, accounts payable and fixed assets.* Our ability to generate cash is enhanced through more efficient management of accounts receivables, inventory, accounts payable and fixed assets through several initiatives, such as supplier-managed inventory for raw materials, sourced goods ownership relationships and other efforts.

Our ability to react to changing customer needs and industry trends is key to our success. Our design, research and product development teams, in partnership with our marketing teams, drive our efforts to bring innovations to market. We seek to leverage our insights into consumer demand in the apparel essentials industry to develop new products within our existing lines and to modify our existing core products in ways that make them more appealing, addressing changing customer needs and industry trends. Examples of our recent innovations include:

- *Barely There Smart Sizes*, a new bra sizing system that simplifies and streamlines the traditional bra sizing configuration from 16 sizes to just 5 sizes with innovative, "shape to fit" technology (2010).
- *Wonderbra Secret Agent No Slip Fit* Collection leverages the use of technology, anatomy and womanomics to design bras that feature shaping stay-in-place back and no slip straps that secretly work together to ensure everything stays comfortably in place all day (2010).
- *Bali Comfort-U* Bra with a feature that ensures that the straps and back stay in place, delivering the ultimate fit and comfort in a place most women don't think to look — the back (2010).
- *Hanes Comfort Flex* Underwear feature a softer, more stretchable waistband that comfortably shifts without pinching or binding (2010).

- *Hanes* dyed V-neck underwear T-shirts in black, gray and navy colors (2009).
- *Champion* 360° Max Support sports bra that controls movement in all directions, scientifically tested on athletes to deliver 360° support (2009).
- *Playtex 18 Hour Seamless* Smoothing bra that features fused fabric to smooth sides and back (2009).
- *Bali* Natural Uplift bras that feature advanced lift for the bust without adding size (2009).
- *Hanes* No Ride Up panties, specially designed for a better fit that helps women stay "wedgie-free" (2008).
- *Hanes* Lay Flat Collar T-shirts and *Hanes* No Ride Up boxer briefs, the brand's latest innovation in product comfort and fit (2008).
- *Playtex 18 Hour* Active Lifestyle bra that features active styling with wickable fabric (2008).
- *Bali Concealers* bras, with revolutionary concealing petals for complete modesty (2008).
- *Hanes* Concealing Petals bras (2008).
- *Hanes Comfortsoft* T-shirt (2007).
- *Hanes* All Over Comfort bras (2007).
- *Bali Passion for Comfort* bras, designed to be the ultimate comfort bra, features a silky smooth lining for a luxurious feel against the body (2007).

We have restructured our supply chain over the past three years to create more efficient production clusters that utilize fewer, larger facilities and to balance our production capability between the Western Hemisphere and Asia. With our global supply chain infrastructure substantially in place, we are now focused on optimizing our supply chain to further enhance efficiency, improve working capital and asset turns and reduce costs. We are focused on optimizing the working capital needs of our supply chain through several initiatives, such as supplier-managed inventory for raw materials and sourced goods ownership arrangements. Our textile production plant in Nanjing, China started production in the fourth quarter of 2009 and we expect to ramp up production over the next year. The Nanjing facility, along with our other textile facilities and arrangements with outside contractors, enables us to expand and leverage our production scale as we balance our supply chain across hemispheres to support our production capacity. The consolidation of our distribution network is still in process but is not expected to result in any substantial charges in future periods. The distribution network consolidation involves the implementation of new warehouse management systems and technology, and opening of new distribution centers and new third-party logistics providers to replace parts of our legacy distribution network.

Company Information

We were incorporated in Maryland on September 30, 2005 and became an independent public company following our spin off from Sara Lee Corporation ("Sara Lee") on September 5, 2006. Our principal executive offices are located at 1000 East Hanes Mill Road, Winston-Salem, North Carolina 27105. Our main telephone number is (336) 519-8080.

Recent Developments

On November 1, 2010, we completed the acquisition of GearCo, Inc., known as Gear For Sports, a leading seller of licensed logo apparel in collegiate bookstores and other channels. We acquired Gear For Sports for $55 million and retired approximately $172 million of Gear For Sports debt in the transaction.

Risk Factors

Participation in this exchange offer involves substantial risk. You should carefully consider the risk factors set forth in the section entitled "Risk Factors" and the other information contained in this prospectus and the documents incorporated by reference herein, prior to participating in the exchange offer. See "Risk Factors" beginning on page 10.

The Exchange Offer

The following summary contains basic information about the exchange offer and is not intended to be complete. For a more detailed description of the terms and conditions of the exchange offer, please refer to the section entitled "The Exchange Offer."

The exchange offer	We are offering to exchange $1,000 principal amount of the exchange notes, which have been registered under the Securities Act, for each $1,000 principal amount of the old notes, which have not been registered under the Securities Act. We issued the old notes on November 9, 2010. In order to exchange your old notes, you must promptly tender them before the expiration date (as described in this prospectus). All old notes that are validly tendered and not validly withdrawn will be exchanged. We will issue the exchange notes on or promptly after the expiration date. You may tender your old notes for exchange in whole or in part in denominations of $2,000 and integral multiples of $1,000 in excess thereof.
Registration Rights Agreement	Simultaneously with the initial sale of the old notes, we entered into a registration rights agreement for this exchange offer. In the registration rights agreement, we agreed, among other things, to use all commercially reasonable efforts to file a registration statement with the SEC and to commence and complete this exchange offer within 30 Business Days (as defined in the registration rights agreement) after the registration statement becomes effective. The exchange offer is intended to satisfy your rights under the registration rights agreement. After the exchange offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your old notes.
Consequences of failure to exchange	If you do not exchange your old notes for exchange notes in the exchange offer, you will still have the restrictions on transfer provided in the old notes and in the indenture that governs both the old notes and the exchange notes. In general, the old notes may not be offered or sold unless registered or exempt from registration under the Securities Act, or in a transaction not subject to the Securities Act and applicable state securities laws. See "Risk Factors — Risks Related to the Exchange Offer — If you do not exchange your old notes for exchange notes, your ability to sell your old notes will be restricted."
Expiration date	The exchange offer will expire at 5:00 p.m., New York City time, , 2011, unless we decide to extend the expiration date. See "The Exchange Offer — Expiration Date; Extensions; Amendments."
Conditions to the exchange offer	The exchange offer is subject to customary conditions, some of which we may waive. See "The Exchange Offer — Conditions to the Exchange Offer."
Procedures for tendering old notes	If you wish to tender your old notes for exchange in the exchange offer, you must transmit to the exchange agent on or before the expiration date an original or a facsimile of a properly completed

	and duly executed copy of the letter of transmittal, which accompanies this prospectus, together with your old notes and any other documentation required by the letter of transmittal, at the address provided on the cover page of the letter of transmittal. However, if you hold old notes through The Depository Trust Company, or DTC, and wish to participate in the exchange offer, you must comply with the Automated Tender Offer Program procedures of DTC. See "The Exchange Offer — Procedures for Tendering Old Notes." If you are not a DTC participant, you may tender your old notes by book-entry transfer by contacting your broker, dealer or other nominee or by opening an account with a DTC participant, as the case may be. By accepting the exchange offer, you will represent to us that, among other things: • any exchange notes that you receive will be acquired in the ordinary course of your business; • you are not engaging in or intending to engage in a distribution of the exchange notes and you have no arrangement or understanding with any person or entity, including any of our affiliates, to participate in the distribution of the exchange notes; • if you are a broker-dealer that will receive exchange notes for your own account in exchange for old notes that were acquired as a result of market-making activities, that you will deliver a prospectus, as required by law, in connection with any resale of the exchange notes; and • you are not our "affiliate" as defined in Rule 405 under the Securities Act, or, if you are an affiliate, you will comply with any applicable registration and prospectus delivery requirements of the Securities Act. Each broker-dealer that is issued exchange notes in the exchange offer for its own account in exchange for notes that were acquired by that broker-dealer as a result of market-marking or other trading activities must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the exchange notes. A broker-dealer may use this prospectus for an offer to resell, resale or other retransfer of the exchange notes issued to it in the exchange offer.
Withdrawal rights	You may withdraw the tender of your old notes at any time before the expiration date. To do this, you should deliver a written notice of your withdrawal to the exchange agent according to the withdrawal procedures described in the section "The Exchange Offer — Withdrawal Rights."
Exchange agent	The exchange agent for the exchange offer is Branch Banking & Trust Company. The address, telephone number and facsimile number of the exchange agent are provided in the section entitled "The Exchange Offer — Exchange Agent."
Use of proceeds	We will not receive any cash proceeds from the issuance of exchange notes. See "Use of Proceeds."

United States federal income tax considerations	Your exchange of the old notes for exchange notes in the exchange offer should not be a taxable event for U.S. federal income tax purposes. Accordingly, you will not recognize any taxable gain or loss as a result of the exchange. See "U.S. Federal Income Tax Considerations."
Appraisal and Dissenters' Rights	Holders of notes do not have any appraisal or dissenters' rights in connection with the exchange offer.

Summary of Terms of the Exchange Notes

The form and terms of the exchange notes will be the same as the form and terms of the old notes, except that the exchange notes will be registered under the Securities Act. As a result, the exchange notes will not bear legends restricting their transfer and will not contain the registration rights and liquidated damage provisions contained in the old notes. The exchange notes represent the same debt as the old notes. Both the old notes and the exchange notes will be governed by the same indenture. Unless the context otherwise requires, we use the term "notes" in this prospectus to collectively refer to the old notes and the exchange notes.

Issuer	Hanesbrands Inc.
The notes	$1,000,000,000 in aggregate principal amount of 6.375% Senior Notes due 2020.
Maturity	December 15, 2020.
Interest payment dates	Interest will be payable on the exchange notes on June 15 and December 15 of each year, beginning on June 15, 2011.
Optional redemption	We may, at our option, redeem all or part of the exchange notes at any time prior to December 15, 2015 at a make-whole price, and at any time on or after December 15, 2015 at fixed redemption prices, plus accrued and unpaid interest, if any, to the date of redemption, as described under "Description of Exchange Notes — Optional Redemption." In addition, prior to December 15, 2013, we may, at our option, redeem up to 35% of the notes with the proceeds of certain equity offerings.
Guarantees	The payment of the principal, premium and interest on the exchange notes will be fully and unconditionally guaranteed on a senior unsecured basis by substantially all of our existing domestic subsidiaries and by certain of our future restricted subsidiaries. In the future, the guarantees may be released or terminated under certain circumstances. See "Description of Exchange Notes — Guarantees."
Ranking	The exchange notes and the guarantees will be our and the guarantors' senior unsecured obligations and will: • rank equally in right of payment with all our and the guarantors' existing and future senior unsecured indebtedness; • rank senior in right of payment to all our and the guarantors' future senior subordinated and subordinated indebtedness; • be effectively subordinated in right of payment to all our and the guarantors' existing and future secured indebtedness to the extent

	of the value of the collateral securing such indebtedness (including all of our borrowings and the guarantors' guarantees under our Senior Secured Credit Facility (as defined below)); and • be structurally subordinated in right of payment to all existing and future indebtedness and other liabilities of any of our subsidiaries that is not also a guarantor of the notes. As of October 2, 2010, after giving effect to the offering of the old notes and the application of the net proceeds therefrom and the acquisition of Gear For Sports, we would have had total consolidated indebtedness of $2,270.1 million, consisting of $129.4 million of secured indebtedness outstanding under our senior secured credit facility, which we entered into in 2006 and amended and restated in December 2009 (as amended and restated, the "Senior Secured Credit Facility"), $500.0 million of our 8.000% Senior Notes due 2016 (the "8% Senior Notes"), $1,000.0 million of the old notes, $490.7 million of our Floating Rate Senior Notes due 2014 (the "Floating Rate Senior Notes") and $150.0 million outstanding under our accounts receivable securitization facility that we entered into on November 27, 2007 (the "Accounts Receivable Securitization Facility"). The subsidiary guarantors would have had guaranteed total indebtedness of $2,120.1 million, consisting of $129.4 million of secured guarantees under our Senior Secured Credit Facility, $500.0 million of unsecured guarantees of our 8% Senior Notes, $1,000.0 million of unsecured guarantees of the old notes and $490.7 million of unsecured guarantees of our Floating Rate Senior Notes, excluding intercompany indebtedness, and we would have been able to incur an additional $453.6 million of secured indebtedness under our Senior Secured Credit Facility. Our non-guarantor subsidiaries would have had $150.0 million of total indebtedness, consisting of the amounts outstanding under the Accounts Receivable Securitization Facility.
Covenants	The indenture governing the exchange notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to: • incur additional debt; • make certain investments or pay dividends or distributions on our capital stock or purchase, redeem or retire capital stock ("restricted payments"); • sell assets, including capital stock of our restricted subsidiaries; • restrict dividends or other payments by restricted subsidiaries; • create liens that secure debt; • enter into transactions with affiliates; and • create or incur liens; and • merge or consolidate with another company. These covenants are subject to a number of important limitations and exceptions, including a provision allowing us to make restricted payments in an amount calculated pursuant to a formula

	based upon 50% of our adjusted consolidated net income (as defined in the indenture) since October 1, 2006. As of October 2, 2010, after giving effect to the issuance of the old notes, we would have had approximately $680 million of available restricted payment capacity pursuant to that provision, in addition to the restricted payment capacity available under other exceptions. In addition, most of the covenants will be suspended if both Standard & Poor's Ratings Services and Moody's Investors Service, Inc., assign the notes an investment grade rating and no default exists with respect to the notes.
Change of control offer	If we experience certain kinds of changes of control, we must give the holders of the exchange notes the opportunity to sell us their exchange notes at 101% of their principal amount, plus accrued and unpaid interest, if any, to the repurchase date.
No public market	The exchange notes will be a new issue of securities and will not be listed on any securities exchange or included in any automated quotation system. There is currently no established trading market for the exchange notes. The initial purchasers of the old notes (the "initial purchasers") have advised us that they intend to make a market in the exchange notes. The initial purchasers are not obligated, however, to make a market in the exchange notes and may discontinue any such market making in their discretion at any time without notice. Accordingly, there can be no assurance as to the development or liquidity of any market for the exchange notes.
Risk Factors	See "Risk Factors" for a discussion of factors you should consider carefully before deciding to participate in the exchange offer.

RISK FACTORS

Participation in this exchange offer involves risk. In addition to the risks described below, you should also carefully read all of the other information included in this prospectus and the documents we have incorporated by reference into this prospectus in evaluating an investment in the notes. If any of the described risks actually were to occur, our business, financial condition or results of operations could be affected materially and adversely. In that case, our ability to fulfill our obligations under the notes could be materially affected and you could lose all or part of your investment.

The risks described below are not the only ones facing our company. Additional risks not presently known to us or that we currently deem immaterial individually or in the aggregate may also impair our business operations.

Risks Relating to the Company

The Company's business is subject to a number of risks and uncertainties. You should review the sections entitled "Risk Factors" in our Annual Report on Form 10-K for the year ended January 2, 2010, in our Quarterly Reports on Form 10-Q for the periods ended April 3, 2010, July 3, 2010 and October 2, 2010 and in this prospectus for a discussion of the factors you should consider carefully before deciding to participate in the exchange offer.

Risks Relating to the Exchange Notes

We and the subsidiary guarantors have significant indebtedness and may incur substantial additional indebtedness in the future, including indebtedness ranking equal to the exchange notes and the guarantees.

At October 2, 2010, after giving effect to the offering of the old notes and the application of the net proceeds therefrom, we would have had total consolidated indebtedness of $2,270.1 million (including $129.4 million of secured indebtedness and guarantees under our Senior Secured Credit Facility) and we would have been able to incur an additional $453.6 million of secured indebtedness under our Senior Secured Credit Facility.

Subject to the restrictions in the indenture governing the exchange notes and in other instruments governing our other outstanding indebtedness (including our Senior Secured Credit Facility), we and our subsidiaries may incur substantial additional indebtedness (including secured indebtedness) in the future. Although the indenture governing the exchange notes and the instruments governing certain of our other outstanding indebtedness contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to waiver and a number of significant qualifications and exceptions, and indebtedness incurred in compliance with these restrictions could be substantial.

If we or any subsidiary guarantor incurs any additional indebtedness that ranks equally with the exchange notes (or with the guarantee thereof), including trade payables, the holders of that indebtedness will be entitled to share ratably with noteholders in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of us or such subsidiary guarantor. This may have the effect of reducing the amount of proceeds paid to noteholders in connection with such a distribution and we may not be able to meet some or all of our debt obligations, including repayment of notes.

Any increase in our level of indebtedness will have several important effects on our future operations, including, without limitation:

- we will have additional cash requirements in order to support the payment of interest on our outstanding indebtedness;
- increases in our outstanding indebtedness and leverage will increase our vulnerability to adverse changes in general economic and industry conditions, as well as to competitive pressure; and

- depending on the levels of our outstanding indebtedness, our ability to obtain additional financing for working capital, capital expenditures, general corporate and other purposes may be limited.

Our debt instruments have restrictive covenants that could limit our financial flexibility.

The indentures related to the exchange notes, our 8% Senior Notes and our Floating Rate Senior Notes and the Senior Secured Credit Facility contain restrictive covenants that limit our ability to engage in activities that may be in our long-term best interests. Our ability to borrow under the Senior Secured Credit Facility is subject to compliance with certain financial covenants, including total leverage and interest coverage ratios. The Senior Secured Credit Facility also includes other restrictions that, among other things, limit our ability to incur certain additional indebtedness and certain types of liens, to effect mergers and sales or transfer of assets and to pay cash dividends.

The indenture governing the exchange notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

- incur additional debt;
- make certain investments or pay dividends or distributions on our capital stock or purchase, redeem or retire capital stock;
- sell assets, including capital stock of our restricted subsidiaries;
- restrict dividends or other payments by restricted subsidiaries;
- create liens that secure debt;
- enter into transactions with affiliates; and
- merge or consolidate with another company.

These restrictions could, among other things, limit our ability to finance our future operations or capital needs, make acquisitions or pursue available business opportunities.

These covenants are subject to a number of important limitations and exceptions, including a provision allowing us to make restricted payments in an amount calculated pursuant to a formula based upon 50% of our adjusted consolidated net income (as defined in the indenture governing the exchange notes) since October 1, 2006. As of October 2, 2010, after giving effect to the issuance of the old notes, we would have had approximately $680 million of available restricted payment capacity pursuant to that provision, in addition to the restricted payment capacity available under other exceptions. See “Description of Exchange Notes — Covenants.”

In addition, most of the covenants will be suspended if both Standard & Poor’s Ratings Services and Moody’s Investors Service, Inc., assign the exchange notes an investment grade rating and no default exists with respect to the exchange notes. See “Description of Exchange Notes.”

Our failure to comply with these covenants could result in an event of default that, if not cured or waived, could result in the acceleration of all of our indebtedness. We do not have sufficient working capital to satisfy our debt obligations in the event of an acceleration of all or a significant portion of our outstanding indebtedness.

We may not be able to generate sufficient cash to service all of our indebtedness, including the exchange notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may not be able to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, including the exchange notes.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay planned investments and capital expenditures, or to sell assets, seek additional financing in the debt or equity markets or restructure or refinance our indebtedness, including the exchange notes. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments and the indenture governing the exchange notes may restrict us from adopting some of these alternatives. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness. We could also face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our Senior Secured Credit Facility and the indentures governing the exchange notes, our 8% Senior Notes and our Floating Rate Senior Notes restrict our ability to dispose of assets and use the proceeds from the disposition. We may not be able to consummate those dispositions or to obtain the proceeds that we could have realized from them and any proceeds may not be adequate to meet any debt service obligations then due. These alternative measures may not be successful and may not permit us to meet our debt service obligations.

An increase in interest rates would increase the cost of servicing our debt and could reduce our profitability.

Our debt under our Senior Secured Credit Facility, our Floating Rate Senior Notes and our Accounts Receivable Securitization Facility bear interest at variable rates. We may also incur indebtedness with variable interest rates in the future. As a result, an increase in market interest rates could increase the cost of servicing our debt and could materially reduce our profitability and cash flows. We currently estimate that our annual interest expense on our floating rate indebtedness would increase by approximately $15 million for each increase in interest rates of 1%, without giving effect to any hedging arrangements.

Your right to receive payments on the exchange notes is effectively subordinated to the right of lenders who have a security interest in our assets to the extent of the value of those assets.

Our obligations under the exchange notes and the guarantors' obligations under their guarantees of the exchange notes will be unsecured, and our obligations under and the guarantors' obligations under their guarantees of our 8% Senior Notes and our Floating Rate Senior Notes are unsecured, but our obligations under our Senior Secured Credit Facility and each guarantor's obligations under its guarantee of our Senior Secured Credit Facility is secured by a security interest in substantially all of our assets and the ownership interests of all of our subsidiaries. If we are declared bankrupt or insolvent, or if we default under our Senior Secured Credit Facility, the funds borrowed thereunder, together with accrued interest, could become immediately due and payable. If we were unable to repay such indebtedness, the lenders under our Senior Secured Credit Facility could foreclose on the pledged assets to the exclusion of holders of the exchange notes, even if an event of default exists under the indenture governing the exchange notes at such time. Furthermore, if the lenders foreclose and sell the pledged equity interests in any guarantor in a transaction permitted under the terms of the indenture governing the exchange notes, then such guarantor will be released from its guarantee of the exchange notes automatically and immediately upon such sale. In any such event, because the exchange notes will not be secured by any of such assets or by the equity interests in any such guarantor, it is possible that there would be no assets from which your claims could be satisfied or, if any assets existed, they might be insufficient to satisfy your claims in full.

As of October 2, 2010, after giving effect to the issuance of the old notes and the application of the net proceeds therefrom, we would have had total consolidated indebtedness of $2,270.1 million, consisting of $129.4 million of secured indebtedness outstanding under the Senior Secured Credit Facility, $1,000.0 million of the old notes, $500.0 million of the 8% Senior Notes, $490.7 million of the Floating Rate Senior Notes and $150.0 million outstanding under our Accounts Receivable Securitization Facility. The subsidiary guarantors would have had guaranteed total indebtedness of $2,120.1 million, consisting of $129.4 million of secured guarantees under our Senior Secured Credit Facility, $1,000.0 million of unsecured guarantees of the old notes,

$500.0 million of unsecured guarantees of our 8% Senior Notes and $490.7 million of guarantees of the Floating Rate Senior Notes, excluding intercompany indebtedness, and we would have been able to incur an additional $453.6 million of secured indebtedness under our Senior Secured Credit Facility. In addition, our non-guarantor subsidiaries would have had $150.0 million of total indebtedness, consisting of the amounts outstanding under the Accounts Receivable Securitization Facility.

Our ability to repay our debt, including the exchange notes, is affected by the cash flow generated by our subsidiaries.

Our subsidiaries own a portion of our assets and conduct a portion of our operations. Accordingly, repayment of our indebtedness, including the exchange notes, will be dependent on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Substantially all of our existing domestic subsidiaries on the date of completion of this exchange offer will guarantee our obligations under the exchange notes. Unless they guarantee the exchange notes, any of our future subsidiaries will not have any obligation to pay amounts due on the exchange notes or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the exchange notes. Each subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. While the indenture governing the exchange notes limits the ability of our subsidiaries to incur consensual encumbrances or restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to waiver and certain qualifications and exceptions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal, premium, if any, and interest payments on our indebtedness, including the exchange notes. If we are unable to obtain sufficient funds from our subsidiaries, we may have to undertake alternative financing plans, such as refinancing or restructuring our debt, selling assets, reducing or delaying capital investments or seeking to raise additional capital. We cannot guarantee that such alternative financing would be possible or successful. Our inability to generate sufficient cash flow to satisfy our debt obligations, or to refinance our obligations on commercially reasonable terms would have an adverse effect on our business, financial condition, results of operations and cash flow as well as on our ability to pay interest or principal on the notes when due, or redeem the notes upon a change of control.

Claims of noteholders will be structurally subordinated to claims of creditors of any of our future subsidiaries that do not guarantee the notes.

We conduct a portion of our operations through our subsidiaries. Subject to certain limitations, the indenture governing the exchange notes permits us to form or acquire certain subsidiaries that are not guarantors of the exchange notes and to permit such non-guarantor subsidiaries to acquire assets and incur indebtedness, and noteholders would not have any claim as a creditor against any of our non-guarantor subsidiaries to the assets and earnings of those subsidiaries. As of October 2, 2010, our non-guarantor subsidiaries had $150.0 million of total indebtedness, consisting of the amounts outstanding under the Accounts Receivable Securitization Facility. The claims of the creditors of those subsidiaries, including their trade creditors, banks and other lenders, would have priority over any of our claims or those of our other subsidiaries as equity holders of the non-guarantor subsidiaries. Consequently, in any insolvency, liquidation, reorganization, dissolution or other winding-up of any of the non-guarantor subsidiaries, creditors of those subsidiaries would be paid before any amounts would be distributed to us or to any of the guarantors as equity, and thus would not be available to satisfy our obligations under the exchange notes and other claims against us or the guarantors.

If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the exchange notes.

Any default under the agreements governing our indebtedness, including a default under our Senior Secured Credit Facility and the indentures governing the exchange notes, our 8% Senior Notes and our Floating Rate Senior Notes, that is not waived, and the remedies sought by the holders of such indebtedness,

could prevent us from paying principal, premium, if any, and interest on the exchange notes and substantially decrease the market value of the exchange notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants in the instruments governing our indebtedness, including covenants in our Senior Secured Credit Facility and the indentures governing the exchange notes, our 8% Senior Notes and our Floating Rate Senior Notes, we could be in default under the terms of the agreements governing such indebtedness, including our Senior Secured Credit Facility and the indentures governing the exchange notes, our 8% Senior Notes and our Floating Rate Senior Notes. In the event of such default:

- the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest;
- the lenders under our Senior Secured Credit Facility could elect to terminate their commitments thereunder, cease making further loans and institute foreclosure proceedings against our assets; and
- we could be forced into bankruptcy or liquidation.

If our operating performance declines, we may in the future need to obtain waivers under our Senior Secured Credit Facility to avoid being in default. If we breach our covenants under our Senior Secured Credit Facility and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under our Senior Secured Credit Facility, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation.

We may not be able to repurchase the exchange notes upon a change of control.

Upon the occurrence of specific kinds of change of control events, we may be required to offer to repurchase all outstanding notes, our 8% Senior Notes and our Floating Rate Senior Notes at 101% of their principal amount plus accrued and unpaid interest, if any. The source of funds for any such purchase of such exchange notes will be our available cash or cash generated from the operations of our subsidiaries or other sources, including borrowings, sales of assets or sales of equity or debt securities. We may not be able to repurchase such exchange notes upon a change of control because we may not have sufficient financial resources to purchase all of the exchange notes that are tendered upon a change of control. Our failure to repurchase the notes, our 8% Senior Notes and our Floating Rate Senior Notes upon a change of control could cause a default under the indentures governing the notes, our 8% Senior Notes, and our Floating Rate Senior Notes and could lead to a cross default under our Senior Secured Credit Facility.

The change of control put right might not be enforceable.

In a recent decision, the Chancery Court of Delaware raised the possibility that a change of control put right occurring as a result of a failure to have “continuing directors” comprising a majority of a board of directors might be unenforceable on public policy grounds.

Federal bankruptcy and state fraudulent transfer laws and other limitations may preclude the recovery of payments under the guarantees.

Initially, substantially all of our domestic subsidiaries will guarantee the exchange notes. Federal bankruptcy and state fraudulent transfer laws permit a court, if it makes certain findings, to avoid all or a portion of the obligations of the guarantors pursuant to their guarantees of the exchange notes, or to subordinate any such guarantor’s obligations under such guarantee to claims of its other creditors, reducing or eliminating the noteholders’ ability to recover under such guarantees. Although laws differ among these jurisdictions, in general, under applicable fraudulent transfer or conveyance laws, a guarantee could be voided as a fraudulent transfer or conveyance if (1) the guarantee was incurred with the intent of hindering, delaying

or defrauding creditors; or (2) the guarantor received less than reasonably equivalent value or fair consideration in return for incurring the guarantee and, in the case of (2) only, one of the following is also true:

- the guarantor was insolvent or rendered insolvent by reason of the incurrence of the guarantee or subsequently become insolvent for other reasons;
- the incurrence of the guarantee left the guarantor with an unreasonably small amount of capital to carry on the business; or
- the guarantor intended to, or believed that it would, incur debts beyond its ability to pay such debts as they mature.

A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee if the guarantor did not substantially benefit directly or indirectly from the issuance of the exchange notes. If a court were to void a guarantee, you would no longer have a claim against the guarantor. Sufficient funds to repay the notes may not be available from other sources, including the remaining guarantors, if any. In addition, the court might direct you to repay any amounts that you already received from the guarantor.

The measures of insolvency for purposes of fraudulent transfer laws vary depending upon the governing law. Generally, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they became absolute and mature; or
- it could not pay its debts as they became due.

Although each guarantee will be limited as necessary to prevent that guarantee from constituting a fraudulent conveyance under applicable law, this provision may not be effective to protect the guarantees from being voided under the fraudulent transfer laws described above. In a recent Florida bankruptcy case, a similar provision was found to be ineffective to protect the guarantees.

Many of the covenants contained in the indenture will be suspended if the exchange notes are rated investment grade by both of Standard & Poor's Ratings Services and Moody's Investors Service, Inc.

Many of the covenants in the indenture governing the exchange notes will be suspended if the exchange notes are rated investment grade by both of Standard & Poor's Ratings Services and Moody's Investors Service, Inc., provided at such time no default under the indenture has occurred and is continuing. These covenants restrict, among other things, our ability to pay dividends, to incur debt and to enter into certain other transactions. There can be no assurance that the exchange notes will ever be rated investment grade, or that if they are rated investment grade, that the exchange notes will maintain such ratings. However, suspension of these covenants would allow us to engage in certain transactions that would not be permitted while these covenants were in force. Please see "Description of Exchange Notes — Covenants — Changes in Covenants When Notes Rated Investment Grade."

An active trading market for the exchange notes may not develop.

There is no existing market for the exchange notes. The exchange notes will not be listed on any securities exchange. There can be no assurance that a trading market for the exchange notes will ever develop or will be maintained. Further, there can be no assurance as to the liquidity of any market that may develop for the exchange notes, your ability to sell your exchange notes or the price at which you will be able to sell your exchange notes. Future trading prices of the exchange notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to

the notes and the market for similar securities. Any trading market that develops would be affected by many factors independent of and in addition to the foregoing, including the:

- time remaining to the maturity of the exchange notes;
- outstanding amount of the exchange notes;
- terms related to optional redemption of the exchange notes; and
- level, direction and volatility of market interest rates generally.

If an active market does not develop or is not maintained, the market price and liquidity of the exchange notes may be adversely affected.

Risks Relating to the Exchange Offer

If you do not exchange your old notes for exchange notes, your ability to sell your old notes will be restricted.

If you do not exchange your old notes for exchange notes in this exchange offer, you will continue to be subject to the restrictions on transfer described in the legend on your old notes. The restrictions on transfer of your old notes arise because we issued the old notes in a transaction not subject to the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer to sell the old notes if they are registered under the Securities Act and applicable state securities laws or offered or sold pursuant to an exemption from those requirements. If you are still holding any old notes after the expiration date of the exchange offer and the exchange offer has been consummated, you will not be entitled to have those old notes registered under the Securities Act or to any similar rights under the registration rights agreement, subject to limited exceptions, if applicable. After the exchange offer is completed, we will not be required, and we do not intend, to register the old notes under the Securities Act.

You may not be able to sell the exchange notes quickly or at the price that you paid.

We do not intend to apply for the notes or the exchange notes to be listed on any securities exchange or to arrange for quotation on any automated dealer quotation systems. The initial purchasers of the old notes have advised us that they intend to make a market in the exchange notes, but they are not obligated to do so. The initial purchasers may discontinue any market making in the exchange notes at any time, in their sole discretion. As a result, we cannot assure you as to the liquidity of any trading market in the exchange notes.

We also cannot assure you that you will be able to sell your exchange notes at a particular time or that the prices that you receive when you sell will be favorable. Future trading prices of the exchange notes will depend on many factors, including:

- our operating performance and financial condition;
- the interest of securities dealers in making a market; and
- the market for similar or alternative securities.

It is possible that the market for the exchange notes will be subject to disruptions. Any disruptions may have a negative effect on noteholders, regardless of our prospects and financial performance.

Your old notes will not be accepted for exchange if you fail to follow the exchange offer procedures and, as a result, your old notes will continue to be subject to existing transfer restrictions and you may not be able to sell your old notes.

We will not accept your old notes for exchange if you do not follow the exchange offer procedures. We will issue exchange notes as part of this exchange offer only after a timely receipt of your old notes, a properly completed and duly executed letter of transmittal and all other required documents. Therefore, if you want to tender your old notes, please allow sufficient time to ensure timely delivery. If we do not receive your old notes, letter of transmittal and other required documents by the expiration date of the exchange offer, we

will not accept your old notes for exchange. We are under no duty to give notification of defects or irregularities with respect to the tenders of old notes for exchange. If there are defects or irregularities with respect to your tender of old notes, we may not accept your old notes for exchange. For more information, see "The Exchange Offer."

Some holders who exchange their old notes may be deemed to be underwriters, and these holders will be required to comply with the registration and prospectus delivery requirements in connection with any resale transaction.

If you exchange your old notes in the exchange offer for the purpose of participating in a distribution of the exchange notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

RATIO OF EARNINGS TO FIXED CHARGES

Set forth below is information concerning our ratio of earnings to fixed charges. For purposes of determining the ratio of earnings to fixed charges, earnings consist of the total of (i) the following (a) pretax income from continuing operations before adjustment for noncontrolling interest or income or loss from equity investees, (b) fixed charges, (c) amortization of capitalized interest, and (d) distributed income of equity investees, minus the total of (ii) the following: (a) interest capitalized and (b) the noncontrolling interest in pre-tax income of subsidiaries that have not incurred fixed charges. Fixed charges are defined as the sum of the following: (a) interest expensed and capitalized, (b) amortized premiums, discounts and capitalized expenses related to indebtedness, and (c) an estimate of the interest within rental expense.

	Nine Months Ended	Years Ended			Six Months Ended	Years Ended	
	October 2, 2010	January 2, 2010	January 3, 2009	December 29, 2007	December 30, 2006	July 1, 2006	July 2, 2005
Ratio of earnings to fixed charges(1)	2.62	1.25	1.91	1.83	2.24	10.37	7.64

(1) The Ratio of Earnings to Fixed Charges should be read in conjunction with our financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations incorporated by reference in this prospectus from our Form 10-K and Forms 10-Q. The interest expense included in the fixed charges calculation above excludes interest expense relating to our uncertain tax positions. The percentage of rent included in the calculation is a reasonable approximation of the interest factor.

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the registration rights agreement. We will not receive any proceeds from the exchange offer. You will receive, in exchange for old notes tendered by you and accepted by us in the exchange offer, exchange notes in the same principal amount. The old notes surrendered in exchange for the exchange notes will be retired and cancelled and cannot be reissued. Accordingly, the issuance of the exchange notes will not result in any increase of our outstanding debt or the receipt of any additional proceeds.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization on a historical basis as of October 2, 2010, on an actual basis and as adjusted to give effect to issuance of the old notes (referred to here as the "6.375% notes"). This table should be read in conjunction with the section of this prospectus entitled "Use of Proceeds" and our financial statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Quarterly Report on Form 10-Q for the fiscal quarter ended October 2, 2010, which is incorporated by reference herein.

	October 2, 2010	
	Actual	As Adjusted(3)
	(In thousands)	
Cash and cash equivalents	$ 75,496	$ 75,496
Debt, including current and long-term Senior Secured Credit Facility(1):		
Term loan facility	690,937	—
Revolving credit facility	190,000	129,400(4)
6.375% Notes(2)	—	1,000,000
8% Senior Notes	500,000	500,000
Floating Rate Senior Notes	490,735	490,735
Accounts Receivable Securitization Facility	150,000	150,000
Total debt	$ 2,021,672	$ 2,270,135
Total stockholders' equity	$ 538,527	$ 538,527
Total capitalization	$ 2,560,199	$ 2,808,662(4)

(1) Prior to the application of the proceeds of the 6.375% notes, the Senior Secured Credit Facility consisted of a term loan facility and a revolving credit facility, and provided for aggregate borrowings of up to $1.29 billion, subject to certain conditions. After giving effect to the issuance of the 6.375% notes, and the use of proceeds of such notes, we would have had $129 million of outstanding borrowings under the $600 million revolving facility under the Senior Secured Credit Facility.

(2) Represents the aggregate principal amount of the 6.375% notes. The fees and expenses related to the offering of the old notes will accrete over the life of the notes and will be amortized into interest expense.

(3) Actual amounts may vary from estimated amounts depending on several factors, including fluctuations in cash on hand between October 2, 2010 and November 9, 2010, payments of accrued interest subsequent to October 2, 2010 and differences from our estimated fees and expenses for the offering of the 6.375% notes. Any changes in these amounts may affect the amount of cash required for the issuance of the 6.375% notes.

(4) Approximately $227 million was borrowed under the Senior Secured Credit Facility subsequent to October 2, 2010 to fund the Gear For Sports acquisition and was repaid from the proceeds of the issuance of the 6.375% notes.

DESCRIPTION OF EXCHANGE NOTES

On November 9, 2010, we issued $1 billion aggregate principal amount of 6.375% Senior Notes under an indenture, as supplemented by a supplemental indenture, dated November 9, 2010 (collectively, the "Indenture"), among us, the Subsidiary Guarantors and Branch Banking and Trust Company, as trustee (the "Trustee") in a private transaction that was not subject to the registration requirements of the Securities Act. The indenture under which the exchange notes are to be issued is the same indenture under which the old notes were issued. The terms of the exchange notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

The Indenture does not limit the aggregate principal amount of notes that can be issued thereunder. We may issue an unlimited principal amount of additional notes (the "Additional Notes") under the Indenture, as well as debt securities of other series. We will only be permitted to issue Additional Notes in compliance with the covenant described under the subheading "— Covenants — Limitation on Indebtedness." Any Additional Notes will be part of the same series as the Notes (including the exchange notes issued in exchange for the old notes) and will vote on all matters with the holders of the Notes. Unless the context otherwise requires, for all purposes of the Indenture and this "Description of Exchange Notes," references to the "Notes" include any old notes that remain outstanding after completion of the exchange offer, together with the exchange notes issued in the exchange offer and any Additional Notes actually issued.

This description of exchange notes is intended to be an overview of the material provisions of the exchange notes and the Indenture. Since this description of exchange notes is only a summary, you should refer to the Indenture for a complete description of the obligations of the Company and your rights as holders of the exchange notes. Copies of the Indenture are available upon request to the Company at the address indicated under "Where You Can Find More Information" elsewhere in this prospectus.

You will find the definitions of capitalized terms used in this description of exchange notes under the heading "— Definitions." For purposes of this description, references to "the Company," "we," "our" and "us" refer only to Hanesbrands Inc. and not to any of its subsidiaries. Certain defined terms used in this description but not defined below under "— Definitions" have the meanings assigned to them in the Indenture and the registration rights agreement.

The registered holder of a Note will be treated as the owner of it for all purposes. Only registered holders of Notes will have rights under the Indenture, and all references to "holders" in this description of exchange notes are to registered holders of Notes.

General

The Exchange Notes. The exchange notes:

- will be general unsecured, senior obligations of the Company;
- will mature on December 15, 2020;
- will be issued in denominations of $2,000 and integral multiples of $1,000 in excess of $2,000;
- will be represented by one or more registered Notes in global form, but in certain circumstances may be represented by Notes in definitive form, see "— Book-Entry, Delivery and Form";
- will rank senior in right of payment to all existing and future subordinated obligations of the Company;
- will rank equally in right of payment to any existing or future senior Indebtedness of the Company, without giving effect to collateral arrangements;
- will be initially unconditionally guaranteed on a senior basis by certain current Subsidiaries of the Company, see "— Guarantees";

- will effectively rank junior to any existing or future secured Indebtedness of the Company, including amounts that may be borrowed under our Credit Agreement, to the extent of the value of the collateral securing such Indebtedness; and
- will rank structurally junior to the indebtedness and other obligations of our future non-guarantor subsidiaries, if any.

The terms of the exchange notes are identical in all material respects to the old notes except that upon completion of the exchange offer, the exchange notes will be registered under the Securities Act and free of any covenants regarding exchange registration rights.

Interest. Interest on the Notes:

- accrues at the rate of 6.375% per annum;
- accrues from the Closing Date or, if interest has already been paid, from the most recent interest payment date;
- is payable in cash semi-annually in arrears on June 15 and December 15, commencing on June 15, 2011;
- is payable to the holders of record on the June 1 and December 1 immediately preceding the related interest payment dates; and
- is computed on the basis of a 360-day year comprised of twelve 30-day months.

If an interest payment date falls on a day that is not a business day, the interest payment to be made on such interest payment date is made on the next succeeding business day with the same force and effect as if made on such interest payment date, and no additional interest accrues as a result of such delayed payment. The Company pays interest on overdue principal of the Notes at the above rate, and overdue installments of interest at such rate, to the extent lawful.

Payments on the Notes; Paying Agent and Registrar

We pay principal of, premium, if any, and interest on the Notes at the office or agency designated by the Company, except that we may, at our option, pay interest on the Notes by check mailed to holders of the Notes at their registered address as it appears in the registrar's books. We have initially designated the corporate trust office of the Trustee at 223 Nash Street, Wilson, North Carolina to act as our paying agent and registrar. We may, however, change the paying agent or registrar without prior notice to the holders of the Notes, and the Company or any of its Restricted Subsidiaries may act as paying agent or registrar.

We pay principal of, premium, if any, and interest on, Notes in global form registered in the name of or held by The Depository Trust Company or its nominee in immediately available funds to The Depository Trust Company or its nominee, as the case may be, as the registered holder of such global Note.

Optional Redemption

On and after December 15, 2015, we may redeem all or, from time to time, a part of the Notes upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as a percentage of principal amount of the Notes), plus accrued and unpaid interest on the Notes, if any, to the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period beginning on December 15 of the years indicated below:

Year	Percentage
2015	103.188%
2016	102.125%
2017	101.062%
2018 and thereafter	100.000%

Prior to December 15, 2013, we may, at our option, on any one or more occasions redeem up to 35% of the aggregate principal amount of the Notes (including Additional Notes) issued under the Indenture with the Net Cash Proceeds of one or more Equity Offerings at a redemption price of 106.375% of the principal amount thereof, plus accrued and unpaid interest to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); *provided* that

(1) at least 65% of the original principal amount of the Notes issued on the Closing Date remains outstanding after each such redemption; and

(2) the redemption occurs within 180 days after the closing of the related Equity Offering.

In addition, the Notes may be redeemed, in whole or in part, at any time prior to December 15, 2015 at the option of the Company upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each holder of Notes at its registered address, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, to, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

In certain circumstances, the Company will have the option to redeem all Notes that remain outstanding following a Change of Control Offer. See "— Repurchase of Notes Upon a Change of Control."

Selection and Notice

If the Company is redeeming less than all of the outstanding Notes, the Trustee will select the Notes for redemption on a pro rata basis (to the extent practicable) unless otherwise required by the principal national securities exchange, if any, on which the Notes are listed, although no Note of $2,000 in original principal amount or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the partially redeemed Note. On and after the redemption date, interest will cease to accrue on Notes or the portion of them called for redemption unless we default in the payment thereof.

Any notice of any redemption may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a sale of common stock or other corporate transaction.

Mandatory Redemption; Offers to Purchase; Open Market Purchases

We are not required to make mandatory redemption payments or sinking fund payments with respect to the Notes. However, under certain circumstances, we may be required to offer to purchase Notes as described under the captions "— Repurchase of Notes Upon a Change of Control" and "— Covenants — Limitation on Asset Sales."

We may acquire Notes by means other than a redemption or required repurchase, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture. However, other existing or future agreements of the Company may limit the ability of the Company or its Subsidiaries to purchase Notes prior to maturity.

Ranking

The Notes are general unsecured obligations of the Company that rank senior in right of payment to all existing and future Indebtedness that is expressly subordinated in right of payment to the Notes. The Notes rank equally in right of payment with all existing and future liabilities of the Company that are not so subordinated and are effectively subordinated to all of our existing and future secured Indebtedness, including Indebtedness Incurred under our Credit Agreement, to the extent of the value of the collateral securing such Indebtedness, and liabilities of any of our future Subsidiaries that do not guarantee the Notes. In the event of bankruptcy, liquidation, reorganization or other winding up of the Company or its Subsidiary Guarantors or

upon a default in payment with respect to, or the acceleration of, any Indebtedness under the Credit Agreement or other secured Indebtedness, the assets of the Company and its Subsidiary Guarantors that secure secured Indebtedness will be available to pay obligations on the Notes and the Subsidiary Guarantees only after all Indebtedness under the Credit Agreement and other secured Indebtedness has been repaid in full from such assets. In addition, in the event of bankruptcy, liquidation, reorganization or other winding up of a non-guarantor Subsidiary, the assets of such Subsidiary will be available to pay obligations on the Notes only after all obligations of such Subsidiary have been repaid in full from such assets. We advise you that there may not be sufficient assets remaining to pay amounts due on any or all the Notes and the Subsidiary Guarantees then outstanding.

Guarantees

Payment of the principal of, premium, if any, and interest on the Notes is fully and unconditionally Guaranteed, jointly and severally, on an unsecured unsubordinated basis by each Restricted Subsidiary (other than HBI Playtex BATH LLC, HBI Receivables LLC and those that are a Foreign Subsidiary or an Immaterial Subsidiary) existing on the Closing Date the equity interests of all of which are 100% owned, directly or indirectly, by the Company. In addition, each future Restricted Subsidiary that Guarantees any Indebtedness of the Company under a Credit Facility (other than those that are a Foreign Subsidiary or an Immaterial Subsidiary) will Guarantee the payment of the principal of, premium if any, and interest on the Notes.

The obligations of each Subsidiary Guarantor under its Note Guarantee are limited so as not to constitute a fraudulent conveyance under applicable Federal or state laws. Each Subsidiary Guarantor that makes a payment or distribution under its Note Guarantee is entitled to contribution from any other Subsidiary Guarantor or the Company, as the case may be.

The Note Guarantee issued by any Subsidiary Guarantor is automatically and unconditionally released and discharged upon (1) any sale, exchange or transfer to any Person of the Capital Stock of such Subsidiary Guarantor, after which such Subsidiary Guarantor is no longer a Subsidiary of the Company, (2) the designation of such Subsidiary Guarantor as an Unrestricted Subsidiary in compliance with the terms of the Indenture, (3) the release of such Subsidiary Guarantor's Guarantee of all other Indebtedness of the Company or (4) the Company exercising its legal defeasance or covenant defeasance option with respect to the Notes as described under "— Defeasance" or the Company's obligations under the Indenture being satisfied and discharged with respect to the Notes in accordance with the terms of the Indenture.

Under certain circumstances, the Company may designate Subsidiaries as Unrestricted Subsidiaries. None of the Unrestricted Subsidiaries will be subject to the restrictive covenants in the Indenture and none will guarantee the Notes.

Covenants

Overview

The Indenture contains covenants that limit the Company's and its Restricted Subsidiaries' ability, among other things, to:

- incur additional debt and issue preferred stock;
- pay dividends, acquire shares of capital stock, make payments on subordinated debt or make investments;
- place limitations on distributions from Restricted Subsidiaries;
- issue or sell capital stock of Restricted Subsidiaries;
- issue guarantees;
- sell or exchange assets;
- enter into transactions with shareholders and affiliates;

- create liens;
- engage in unrelated businesses; and
- effect mergers.

In addition, if a Change of Control occurs, each Holder of Notes will have the right to require the Company to repurchase all or a part of the Holder's Notes at a price equal to 101% of their principal amount, plus any accrued interest, to the date of repurchase.

Changes in Covenants When Notes Rated Investment Grade

If on any date following the date of the Indenture:

(1) the Notes are rated Baa3 or better by Moody's and BBB- or better by S&P (or, if either such entity ceases to rate the Notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by the Company as a replacement agency); and

(2) no Default or Event of Default shall have occurred and be continuing,

then, beginning on that day and subject to the provisions of the following paragraph, the covenants specifically listed under the following captions in this prospectus will be suspended:

(1) "— Limitation on Indebtedness;"

(2) "— Limitation on Restricted Payments;"

(3) "— Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries;"

(4) "— Limitation on Transactions with Shareholders and Affiliates;"

(5) "— Limitation on Asset Sales;"

(6) "— Additional Note Guarantees;" and

(7) clause (3) of the covenant described below under the caption "— Consolidation, Merger and Sale of Assets."

During any period that the foregoing covenants have been suspended, the Company's Board of Directors may not designate any of its Subsidiaries as Unrestricted Subsidiaries.

Notwithstanding the foregoing, if the rating assigned by either such rating agency should subsequently decline to below Baa3 or BBB-, respectively, the foregoing covenants will be reinstituted as of and from the date of such rating decline. Calculations under the reinstated "Limitation on Restricted Payments" or "Limitation on Indebtedness" covenants will be made as if the "Limitation on Restricted Payments" or "Limitation on Indebtedness" covenant, as the case may be, had been in effect since the date of the Indenture except that no Default will be deemed to have occurred solely by reason of a Restricted Payment or incurrence of Indebtedness made while such relevant covenant was suspended and it being understood that no actions taken by (or omissions of) the Company or any of its Restricted Subsidiaries during the suspension period shall constitute a Default or an Event of Default under the covenants listed in clauses (1) through (7) above. All Indebtedness incurred while the "Limitation on Indebtedness" covenant was suspended will be deemed to have been incurred in reliance on the exception provided for "Indebtedness existing on the Closing Date" provided by paragraph (a) under such covenant. There can be no assurance that the Notes will ever achieve an investment grade rating or that any such rating will be maintained.

Limitation on Indebtedness

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (other than the Notes, the Note Guarantees and other Indebtedness existing on the Closing Date

(other than Indebtedness described in clause (1) below, the incurrence of which will be governed by such clause (1))) and the Company will not permit any of its Restricted Subsidiaries to issue any Disqualified Stock; *provided*, *however*, that the Company or any Subsidiary Guarantor may Incur Indebtedness (including, without limitation, Acquired Indebtedness) if, after giving effect to the Incurrence of such Indebtedness and the receipt and application of the proceeds therefrom, the Fixed Charge Coverage Ratio would be greater than 2.0:1.0.

Notwithstanding the foregoing, the Company and any Restricted Subsidiary (except as specified below) may Incur each and all of the following:

(1) the incurrence by the Company and any Subsidiary Guarantor of additional Indebtedness and letters of credit under Credit Facilities in an aggregate principal amount under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Company and such Subsidiary Guarantor thereunder) (together with refinancings thereof) not to exceed, in an aggregate amount as of any date of any such incurrence, the greater of (A) $1,700.0 million less any amount of such Indebtedness permanently repaid with the Net Proceeds of Asset Sales as provided under the "Limitation on Asset Sales" covenant and (B) the sum of (i) 85% of the net book value of the inventory of the Company and its Restricted Subsidiaries and (ii) 85% of the net book value of the accounts receivable of the Company and its Restricted Subsidiaries, in each case, determined on a consolidated basis in accordance with GAAP based on the most recent quarter-end financial statements available to the Company (after giving pro forma effect to the incurrence of such Indebtedness and the application of the net proceeds therefrom);

(2) Indebtedness owed to the Company or any Restricted Subsidiary; *provided* that any event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of such Indebtedness (other than to the Company or another Restricted Subsidiary) shall be deemed, in each case, to constitute an Incurrence of such Indebtedness not permitted by this clause (2);

(3) Indebtedness issued in exchange for, or the net proceeds of which are used to refinance or refund, then outstanding Indebtedness including, without limitation, the Notes and the Existing Notes (other than Indebtedness outstanding under clauses (1), (2), (5), (6), (7), (8), (9) and (13) and any refinancings thereof) in an amount not to exceed the amount so refinanced or refunded (plus premiums, accrued interest, fees and expenses); *provided* that (A) if the Indebtedness to be refinanced is subordinated in right of payment to the Notes or a Note Guarantee, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is issued or remains outstanding, is expressly made subordinate in right of payment to the Notes or the Note Guarantee on terms not materially less favorable in the aggregate to the subordination provisions of the Indebtedness to be refinanced or refunded, (B) the Average Life of such new Indebtedness is at least equal to the remaining Average Life of the Indebtedness to be refinanced or refunded and (C) such new Indebtedness shall not include (i) Indebtedness of a Subsidiary of the Company that is not a Subsidiary Guarantor that refinances or refunds Indebtedness of the Company or a Subsidiary Guarantor and (ii) Indebtedness of the Company or a Restricted Subsidiary that refinances or refunds Indebtedness of an Unrestricted Subsidiary;

(4) Indebtedness of the Company, to the extent the net proceeds thereof are (A) used to purchase Notes tendered in an Offer to Purchase made as a result of a Change in Control or an Optional Redemption or (B) promptly deposited to defease the Notes as described under "— Defeasance";

(5) Guarantees of Indebtedness of the Company or any Restricted Subsidiary of the Company by any other Restricted Subsidiary of the Company; *provided* the Guarantee of such Indebtedness is permitted by and made in accordance with the "Limitation on Issuance of Guarantees by Restricted Subsidiaries" covenant;

(6) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient

funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five business days of Incurrence;

(7) Indebtedness (A) in respect of industrial revenue bonds or other similar governmental or municipal bonds, (B) evidencing the deferred purchase price of newly acquired property or incurred to finance the acquisition of property, plant or equipment of the Company and its Restricted Subsidiaries (pursuant to purchase money mortgages or otherwise, whether owed to the seller or a third party) (*provided* that, such Indebtedness is incurred within 365 days of the acquisition of such property, plant or equipment) and (C) in respect of Capitalized Lease Obligations and (D) refinancings of any Indebtedness described in clauses (A), (B) or (C) hereof; *provided* that, the aggregate amount of all Indebtedness outstanding pursuant to this clause (7) shall not, as of any date of incurrence, exceed the greater of (i) $200.0 million or (ii) 5.0% of Total Assets;

(8) Indebtedness of Foreign Subsidiaries and Guarantees thereof in an aggregate outstanding principal amount not to exceed $500.0 million, at any one time outstanding;

(9) Indebtedness of a Person existing at the time such Person became a Restricted Subsidiary, but only if (A) such Indebtedness was not created or incurred in contemplation of such Person becoming a Restricted Subsidiary or (B) on the date that such Person became a Restricted Subsidiary and after giving effect to the incurrence of such Indebtedness and the acquisition pursuant to this clause (9), either (i) the Company would have been able to incur $1.00 of additional Indebtedness pursuant to the first paragraph of this covenant or (ii) the Fixed Charge Coverage Ratio would be greater than immediately prior to such acquisition;

(10) Indebtedness incurred in the ordinary course of business in connection with cash pooling arrangements, cash management and other Indebtedness incurred in the ordinary course of business in respect of netting services, overdraft protections and similar arrangements in each case in connection with cash management and deposit accounts;

(11) (A) Permitted Securitizations and Standard Securitization Undertakings and (B) a Permitted Factoring Program;

(12) Indebtedness consisting of (A) the financing of insurance premiums or (B) take or pay obligations in supply agreements, in each case in the ordinary course of business;

(13) Hedging Obligations entered into in the ordinary course of business and not for speculative purposes;

(14) Indebtedness of the Company and its Subsidiaries representing the obligation of such Person to make payments with respect to the cancellation or repurchase of Capital Stock of officers, employees or directors (or their estates) of the Company or such Subsidiaries pursuant to the terms of employment, severance or termination agreements, benefit plans or similar documents; and

(15) additional Indebtedness of the Company or any Restricted Subsidiary (in addition to Indebtedness permitted under clauses (1) through (14) above) in an aggregate principal amount outstanding at any time (together with refinancings thereof) not to exceed $250.0 million.

(b) Notwithstanding any other provision of this “Limitation on Indebtedness” covenant, the maximum amount of Indebtedness that may be Incurred pursuant to this “Limitation on Indebtedness” covenant will not be deemed to be exceeded, with respect to any outstanding Indebtedness due solely to the result of fluctuations in the exchange rates of currencies. The amount of any particular Indebtedness incurred in a foreign currency will be calculated based on the exchange rate for such currency vis-à-vis the U.S. dollar on the date of such incurrence.

(c) For purposes of determining any particular amount of Indebtedness under this “Limitation on Indebtedness” covenant, (x) Indebtedness outstanding under the Credit Agreement on the Closing Date following application of the net proceeds of this offering shall be treated as Incurred pursuant to clause (1) of the second paragraph of part (a) of this “Limitation on Indebtedness” covenant, (y) Guarantees, Liens or

obligations with respect to letters of credit supporting Indebtedness otherwise included in the determination of such particular amount shall not be included and (z) any Liens granted pursuant to the equal and ratable provisions referred to in the "Limitation on Liens" covenant shall not be treated as Indebtedness. For purposes of determining compliance with this "Limitation on Indebtedness" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described above (other than Indebtedness referred to in clause (x) of the preceding sentence), including under the first paragraph of clause (a), the Company, in its sole discretion, may classify, and from time to time may reclassify, all or any portion of such item of Indebtedness.

(d) The Company and the Subsidiary Guarantors will not Incur any Indebtedness if such Indebtedness is subordinate in right of payment to any other Indebtedness unless such Indebtedness is also subordinate in right of payment to the Notes (in the case of the Company) or the Note Guarantees (in the case of any Subsidiary Guarantor), in each case, at least to the same extent. For purposes of the foregoing, no Indebtedness will be deemed subordinate in right of payment to any other Indebtedness by virtue of being unsecured or by virtue of being secured on a first or junior Lien basis.

Limitation on Restricted Payments

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(1) declare or pay any dividend or make any distribution on or with respect to its Capital Stock (other than (x) dividends or distributions payable solely in shares of Capital Stock (other than Disqualified Stock) of the Company or in options, warrants or other rights to acquire shares of such Capital Stock and (y) pro rata dividends or distributions on equity securities of Restricted Subsidiaries held by minority stockholders) held by Persons other than the Company or any of its Restricted Subsidiaries;

(2) purchase, call for redemption or redeem, retire or otherwise acquire for value any shares of Capital Stock (including options, warrants or other rights to acquire such shares of Capital Stock) of the Company;

(3) make any voluntary or optional principal payment, or voluntary or optional redemption, repurchase, defeasance, or other acquisition or retirement for value, of Indebtedness of the Company that is expressly subordinated in right of payment to the Notes or any Indebtedness of a Subsidiary Guarantor that is expressly subordinated in right of payment to a Note Guarantee, in each case, prior to the date that is one year before the Stated Maturity of such subordinated Indebtedness; or

(4) make any Investment, other than a Permitted Investment, in any Person;

(such payments or any other actions described in clauses (1) through (4) above being collectively "Restricted Payments") if, at the time of, and after giving effect to, the proposed Restricted Payment:

(A) a Default or Event of Default shall have occurred and be continuing,

(B) the Company could not Incur at least $1.00 of Indebtedness under the first paragraph of part (a) of the "Limitation on Indebtedness" covenant, or

(C) the aggregate amount of all Restricted Payments made after the Closing Date would exceed the sum of:

(1) 50% of the aggregate amount of the Adjusted Consolidated Net Income (or, if the Adjusted Consolidated Net Income is a loss, minus 100% of the amount of such loss) less the amount of any net reduction in Investments included pursuant to clause (3) below that would otherwise be included in Adjusted Consolidated Net Income, accrued on a cumulative basis during the period (taken as one accounting period) beginning on October 1, 2006 and ending on the last day of the last fiscal quarter preceding the Transaction Date for which reports have been filed with the SEC or provided to the Trustee, plus

(2) the aggregate Net Cash Proceeds received by the Company after the Closing Date as a capital contribution or from the issuance and sale of its Capital Stock (other than Disqualified Stock)

to a Person who is not a Subsidiary of the Company, including the Net Cash Proceeds received by the Company from any issuance or sale permitted by the Indenture of convertible Indebtedness of the Company subsequent to the Closing Date, but only upon the conversion of such Indebtedness into Capital Stock (other than Disqualified Stock) of the Company, or from the issuance to a Person who is not a Subsidiary of the Company of any options, warrants or other rights to acquire Capital Stock of the Company (in each case, exclusive of any Disqualified Stock or any options, warrants or other rights that are redeemable at the option of the holder, or are required to be redeemed, prior to the Stated Maturity of the Notes) plus

(3) an amount equal to the net reduction in Investments in any Person resulting from payments of interest on Indebtedness, dividends, repayments of loans or advances, or other transfers of assets, in each case, to the Company or any Restricted Subsidiary or from the Net Cash Proceeds from the sale of any such Investment (whether or not any such payment or proceeds are included in the calculation of Adjusted Consolidated Net Income) or from redesignations of Unrestricted Subsidiaries as Restricted Subsidiaries (valued in each case as provided in the definition of "Investments"), not to exceed, in each case, the aggregate amount of all Investments previously made by the Company or any Restricted Subsidiary in such Person or Unrestricted Subsidiary.

The foregoing provision shall not be violated by reason of:

(1) the payment of any dividend or the consummation of any redemption of any Capital Stock or subordinated Indebtedness within 90 days after the related date of declaration or call for redemption if, at said date of declaration or call for redemption, such payment or redemption would comply with the preceding paragraph;

(2) the redemption, repurchase, defeasance or other acquisition or retirement for value of Indebtedness that is subordinated in right of payment to the Notes or any Note Guarantee with the proceeds of, or in exchange for, Indebtedness Incurred under clause (3) of the second paragraph of part (a) of the "Limitation on Indebtedness" covenant;

(3) the making of any Restricted Payment in exchange for, or out of the proceeds of a capital contribution or a substantially concurrent offering of, shares of Capital Stock (other than Disqualified Stock) of the Company (or options, warrants or other rights to acquire such Capital Stock); *provided* that such new options, warrants or other rights are not redeemable at the option of the holder, or required to be redeemed, prior to the Stated Maturity of the Notes;

(4) the declaration and payment of regularly scheduled or accrued dividends or distributions to holders of Disqualified Stock of the Company and any class or series of preferred stock of any Restricted Subsidiary of the Company issued on or after the Closing Date in accordance with the Fixed Charge Coverage Ratio test described under "— Limitation on Indebtedness;"

(5) payments or distributions, to dissenting stockholders required by applicable law, pursuant to or in connection with a consolidation, merger or transfer of assets of the Company that complies with the provisions of the Indenture applicable to mergers, consolidations and transfers of all or substantially all of the property and assets of the Company;

(6) Investments acquired as a capital contribution to, or in exchange for, or out of the proceeds of a substantially concurrent offering of, Capital Stock (other than Disqualified Stock) of the Company;

(7) the repurchase of Capital Stock deemed to occur upon the exercise of options or warrants if such Capital Stock represents all or a portion of the exercise price thereof or payments in lieu of the issuance of fractional shares of Capital Stock or withholding to pay for taxes payable by such employee upon such grant or award;

(8) Investments by any Foreign Subsidiary in any other Foreign Subsidiary;

(9) the repurchase, redemption, retirement or other acquisition of Capital Stock required by the employee stock ownership programs of the Company or required or permitted under employee agreements

and any purchase, repurchase, redemption or other acquisition or retirement for value of Capital Stock made in lieu of withholding taxes in connection with any exercise or exchange of options, warrants, incentives or rights to acquire Capital Stock;

(10) other Investments in an amount not to exceed $200.0 million at any time outstanding;

(11) Permitted Additional Restricted Payments;

(12) the purchase, redemption, cancellation or other retirement for a nominal value per right of any rights granted to all the holders of common stock of the Company pursuant to any shareholder rights plan adopted for the purpose of protecting shareholders from takeover tactics;

(13) the repurchase, redemption or other acquisition of Disqualified Stock of the Company or its Restricted Subsidiaries in exchange for, or out of the proceeds of a capital contribution or a substantially concurrent offering of, shares of Disqualified Stock of the Company (or options, warrants or other rights to acquire such Disqualified Stock);

(14) the purchase or redemption of any Indebtedness which is subordinated in right of payment to the Notes or any Note Guarantee (i) at a purchase price not greater than 101% of the principal amount of such Indebtedness in the event of a "Change of Control" in accordance with provisions similar to those described under the caption "— Repurchase of Notes Upon a Change of Control" or (ii) at a purchase price not greater than 100% of the principal amount thereof in accordance with the provisions similar to the "— Limitation on Asset Sales" covenant; *provided* that, prior to or simultaneously with such purchase or redemption, the Company has made an Offer to Purchase as provided in such covenants with respect to the Notes and has completed the repurchase or redemption of the Notes validly tendered for payment in connection with such Offer to Purchase and the provisions described under the captions "— Repurchase of Notes Upon a Change of Control" and "— Limitation on Asset Sales," as applicable; or

(15) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries;

provided that, in the case of clauses (2), (4), (11), (13), (14) and (15) no Default (of the type described in clauses (1), (2), (9) or (10) under "Events of Default") or Event of Default shall have occurred and be continuing or occur as a consequence of the actions or payments set forth therein.

Each Restricted Payment permitted pursuant to the preceding paragraph (other than the Restricted Payment referred to in clause (2), (7) or (11) thereof or an exchange of Capital Stock for Capital Stock or Indebtedness referred to in clause (3) thereof or an Investment acquired as a capital contribution or in exchange for Capital Stock referred to in clause (6) thereof) shall be included in calculating whether the conditions of clause (C) of the first paragraph of this "Limitation on Restricted Payments" covenant have been met with respect to any subsequent Restricted Payments, and the Net Cash Proceeds from any issuance of Capital Stock referred to in clause (3) or (6) of the preceding paragraph shall not be included in such calculation. In the event the proceeds of an issuance of Capital Stock of the Company are used for the redemption, repurchase or other acquisition of the Notes, or Indebtedness that is pari passu with the Notes or any Note Guarantee, then the Net Cash Proceeds of such issuance shall be included in clause (C) of the first paragraph of this "Limitation on Restricted Payments" covenant only to the extent such proceeds are not used for such redemption, repurchase or other acquisition of Indebtedness.

For purposes of determining compliance with this "Limitation on Restricted Payments" covenant, in the event that a Restricted Payment meets the criteria of more than one of the types of Restricted Payments described in the above clauses, including the first paragraph of this "Limitation on Restricted Payments" covenant, the Company, in its sole discretion, may order and classify, and from time to time may reclassify, such Restricted Payment if it would have been permitted at the time such Restricted Payment was made and at the time of such reclassification.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Restricted Subsidiary (other than a Receivables Subsidiary) to (1) pay dividends or make any other distributions permitted by applicable law on any Capital Stock of such Restricted Subsidiary owned by the Company or any other Restricted Subsidiary (it being understood that the priority of any preferred stock in receiving dividends or liquidating distributions prior to the dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock), (2) make loans or advances to the Company or any other Restricted Subsidiary (it being understood that the subordination of loans or advances made to the Company or any Restricted Subsidiary to other Indebtedness Incurred by the Company or any Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances) or (3) repay any Indebtedness owed to the Company or any other Restricted Subsidiary or transfer any of its property or assets to the Company or any other Restricted Subsidiary (it being understood that such transfers shall not include any type of transfer described in clause (1), (2) or (3) above).

The foregoing provisions shall not restrict any encumbrances or restrictions:

(1) existing on the Closing Date in the Credit Agreement, the Indenture, the Existing Note Indentures or any other agreements in effect on the Closing Date, and any extensions, refinancings, renewals or replacements of such agreements; *provided* that the encumbrances and restrictions in any such extensions, refinancings, renewals or replacements taken as a whole are no less favorable in any material respect to the Holders than those encumbrances or restrictions that are then in effect and that are being extended, refinanced, renewed or replaced;

(2) existing under or by reason of applicable law or any applicable rule, regulation or order;

(3) that are customary non-assignment provisions in contracts, agreements, leases, permits and licenses;

(4) that are purchase money obligations for property acquired and Capitalized Lease Obligations that impose restrictions on the property purchased or leased;

(5) existing with respect to any Person or the property or assets of such Person acquired by the Company or any Restricted Subsidiary, existing at the time of such acquisition and not incurred in contemplation thereof, which encumbrances or restrictions are not applicable to any Person or the property or assets of any Person other than such Person or the property or assets of such Person so acquired and any extensions, refinancings, renewals or replacements thereof; *provided* that the encumbrances and restrictions in any such extensions, refinancings, renewals or replacements taken as a whole are no less favorable in any material respect to the Holders than those encumbrances or restrictions that are then in effect and that are being extended, refinanced, renewed or replaced;

(6) in the case of clause (3) of the first paragraph of this "Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries" covenant:

(A) that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract or similar property or asset,

(B) existing by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Company or any Restricted Subsidiary not otherwise prohibited by the Indenture,

(C) arising or agreed to in the normal course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, detract from the value of property or assets of the Company or any Restricted Subsidiary in any manner material to the Company or any Restricted Subsidiary; or

(D) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company or any Restricted Subsidiary;

(7) with respect to a Restricted Subsidiary and imposed pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock of, or property and assets of, such Restricted Subsidiary;

(8) relating to a Subsidiary Guarantor and contained in the terms of any Indebtedness or any agreement pursuant to which such Indebtedness was issued if:

(A) the encumbrance or restriction is not materially more disadvantageous to the Holders of the Notes than is customary in comparable financings (as determined by the Company in good faith); and

(B) the Company determines that any such encumbrance or restriction will not materially affect the Company's ability to make principal or interest payments on the Notes;

(9) arising from customary provisions in joint venture agreements and other similar agreements;

(10) existing in the documentation governing any Permitted Securitization or Permitted Factoring Program;

(11) contained in any agreement governing Indebtedness permitted under (A) clause (8) of the second paragraph of part (a) of the "Limitation on Indebtedness" covenant; or (B) the "Limitation on Indebtedness" covenant, *provided* that with respect to this sub- clause (B), such encumbrances and restrictions contained in any agreement or instrument will not materially affect the Company's ability to make anticipated principal or interest payments on the Notes (as determined by the chief financial officer of the Company);

(12) existing under or by reason of any Investment not prohibited by the covenant described under "Limitation on Restricted Payments" and any Permitted Investment; or

(13) of the type referred to in the first paragraph of this covenant imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (12) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer, not materially more restrictive as a whole with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Nothing contained in this covenant shall prevent the Company or any Restricted Subsidiary from (1) creating, incurring, assuming or suffering to exist any Liens otherwise permitted in the "Limitation on Liens" covenant or (2) restricting the sale or other disposition of property or assets of the Company or any of its Restricted Subsidiaries that secure Indebtedness of the Company or any of its Restricted Subsidiaries.

Limitation on the Issuance and Sale of Capital Stock of Restricted Subsidiaries

The Company will not sell, and will not permit any Restricted Subsidiary, directly or indirectly, to issue or sell, any shares of Capital Stock of a Restricted Subsidiary (including options, warrants or other rights to purchase shares of such Capital Stock) except:

(1) to the Company or a Wholly Owned Restricted Subsidiary;

(2) issuances of director's qualifying shares or sales to foreign nationals or other persons of shares of Capital Stock of foreign Restricted Subsidiaries, in each case, to the extent required by applicable law;

(3) if, immediately after giving effect to such issuance or sale, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect to such issuance or sale would have been permitted to be made under the "Limitation on Restricted Payments" covenant if made on the date of such issuance or sale; or

(4) sales of Capital Stock (other than Disqualified Stock) (including options, warrants or other rights to purchase shares of such Capital Stock) of a Restricted Subsidiary; *provided* that the Company or such Restricted Subsidiary either (a) applies the Net Cash Proceeds of any such sale in accordance with the "Limitation on Asset Sales" covenant or (b) to the extent such sale is of preferred stock, such sale is permitted under the "Limitation on Indebtedness" covenant.

Additional Note Guarantees

If the Company or any of its Restricted Subsidiaries acquires or creates another Restricted Subsidiary after the Closing Date and such newly acquired or created Restricted Subsidiary guarantees (or is a guarantor of) any Indebtedness of the Company under a Credit Facility, then such Restricted Subsidiary will become a Subsidiary Guarantor and execute a supplemental indenture and deliver an opinion of counsel satisfactory to the trustee within 30 days of the date on which it was acquired or created; *provided* that (A) any Restricted Subsidiary that constitutes an Immaterial Subsidiary or Foreign Subsidiary need not become a Subsidiary Guarantor until such time as it (i) ceases to be an Immaterial Subsidiary or Foreign Subsidiary or (ii) guarantees Indebtedness of the Company under a Credit Facility and (B) the provisions of this paragraph will not apply to Receivables Subsidiaries.

Limitation on Transactions With Shareholders and Affiliates

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into, renew or extend any transaction (including, without limitation, the purchase, sale, lease or exchange of property or assets, or the rendering of any service) with any Affiliate of the Company or any Restricted Subsidiary involving aggregate consideration in excess of $10.0 million, except upon terms not materially less favorable to the Company or such Restricted Subsidiary than could be obtained, at the time of such transaction or, if such transaction is pursuant to a written agreement, at the time of the execution of the agreement providing therefor, in a comparable arm's-length transaction with a Person that is not such a holder or an Affiliate.

The foregoing limitation does not limit, and shall not apply to:

(1) transactions (A) approved by a majority of the disinterested members of the Board of Directors or (B) for which the Company or a Restricted Subsidiary delivers to the Trustee a written opinion of a nationally recognized investment banking, accounting, valuation or appraisal firm stating that the transaction is fair to the Company or such Restricted Subsidiary from a financial point of view;

(2) any transaction solely between the Company and any of its Restricted Subsidiaries or solely among Restricted Subsidiaries;

(3) the payment of regular fees to directors of the Company who are not employees of the Company and director and officer indemnification arrangements entered into by the Company in the ordinary course of business of the Company;

(4) transactions with a Person that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, an equity interest in, or controls, such Person;

(5) transactions in connection with a Permitted Securitization including Standard Securitization Undertakings or a Permitted Factoring Program;

(6) any sale of shares of Capital Stock (other than Disqualified Stock) of the Company, and the granting of registration and other customary rights in connection therewith;

(7) any Permitted Investments or any Restricted Payments not prohibited by the "Limitation on Restricted Payments" covenant;

(8) any agreement as in effect or entered into as of the Closing Date or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto) and any replacement

agreement thereto so long as any such amendment or replacement agreement is not more disadvantageous to the Holders in any material respect than the original agreement as in effect on the Closing Date;

(9) any employment agreement, change in control/severance agreement, employee benefit plan (including retirement, health and other benefit plans), officer or director indemnification agreement or any similar arrangement or compensation (including bonuses and equity compensation) entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto;

(10) any tax sharing agreement or payment pursuant thereto, between the Company and/or one or more Subsidiaries on the one hand, and any other Person with which the Company or such Subsidiaries are required or permitted to file consolidated tax return or with which the Company or such Subsidiaries are part of a consolidated group for tax purposes on the other hand, which payments by the Company and the Restricted Subsidiaries are not in excess of the tax liabilities that would have been payable by them on a stand-alone basis;

(11) transactions with customers, suppliers or purchasers or sellers of goods or services, in each case, in the ordinary course of business of the Company and its Restricted Subsidiaries and otherwise in compliance with the terms of this Indenture; *provided* that, in the reasonable determination of the Board of Directors or senior management of the Company, such transactions are on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person;

(12) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business; or

(13) pledges of equity interests of Unrestricted Subsidiaries.

Notwithstanding the foregoing, any transaction or series of related transactions covered by the first paragraph of this covenant and not covered by clauses (2) through (13) of this paragraph, the aggregate amount of which exceeds $50.0 million in value, must be approved or determined to be fair in the manner provided for in clause (1)(A) or (B) above.

Limitation on Liens

The Company will not, and will not permit any Restricted Subsidiary to, create, incur, assume or suffer to exist any Lien on any of its assets or properties of any character (including any shares of Capital Stock or Indebtedness of any Restricted Subsidiary), which Lien is securing any Indebtedness, without making effective provision for all of the Notes and all other amounts due under the Indenture to be directly secured equally and ratably with (or, if the obligation or liability to be secured by such Lien is subordinated in right of payment to the Notes, prior to) the obligation or liability secured by such Lien.

The foregoing limitation does not apply to:

(1) Liens existing on the Closing Date;

(2) Liens granted on or after the Closing Date on any assets or Capital Stock of the Company or its Restricted Subsidiaries created in favor of the Holders;

(3) Liens in connection with a Permitted Securitization or a Permitted Factoring Program;

(4) Liens securing Indebtedness which is Incurred to refinance secured Indebtedness which is permitted to be Incurred under clause (3) of the second paragraph of part (a) of the “Limitation on Indebtedness” covenant; *provided* that such Liens do not extend to or cover any categories of property or assets of the Company or any Restricted Subsidiary other than the categories of property or assets securing the Indebtedness being refinanced;

(5) Liens to secure Indebtedness having an aggregate principal amount not to exceed, as of the date of granting any such Lien, the greater of (A) the amount permitted under clause (1) of the second

paragraph of part (a) of the "Limitation on Indebtedness" covenant or (B) the maximum amount that would not cause the Secured Leverage Ratio to exceed 2.5 to 1.0 on the date on which such Lien is granted (after giving pro forma effect to the incurrence of such Indebtedness and the application of the net proceeds therefrom);

(6) Liens (including extensions and renewals thereof) securing Indebtedness permitted under clause (7) of the second paragraph of part (a) of the "Limitation on Indebtedness" covenant; *provided* that, (i) such Lien is granted within 365 days after such Indebtedness is incurred, (ii) the Indebtedness secured thereby does not exceed the lesser of the cost or the fair market value of the applicable property, improvements or equipment at the time of such acquisition (or construction) and (iii) such Lien secures only the assets that are the subject of the Indebtedness referred to in such clause;

(7) Liens on cash set aside at the time of the Incurrence of any Indebtedness, or government securities purchased with such cash, in either case, to the extent that such cash or government securities pre-fund the payment of interest on such Indebtedness and are held in a collateral or escrow account or similar arrangement to be applied for such purpose;

(8) Liens on any assets or properties of Foreign Subsidiaries to secure Indebtedness permitted under clause (8) of the second paragraph of part (a) of the "Limitation on Indebtedness" covenant;

(9) Liens on (A) incurred premiums, dividends and rebates which may become payable under insurance policies and loss payments which reduce the incurred premiums on such insurance policies and (B) rights which may arise under State insurance guarantee funds relating to any such insurance policy, in each case securing Indebtedness permitted to be incurred pursuant to clause (12) of the second paragraph of part (a) of the "Limitation on Indebtedness" covenant;

(10) other Liens securing Indebtedness or other obligations permitted under the Indenture and outstanding in an aggregate principal amount not to exceed $200.0 million; or

(11) Permitted Liens.

Limitation on Asset Sales

The Company will not, and will not permit any Restricted Subsidiary to, consummate any Asset Sale, unless (1) the consideration received by the Company or such Restricted Subsidiary is at least equal to the fair market value of the assets sold or disposed of and (2) at least 75% of the consideration received consists of (a) cash or Temporary Cash Investments, (b) the assumption of Indebtedness of the Company or any Restricted Subsidiary (in each case, other than Indebtedness owed to the Company or any Affiliate of the Company); *provided* that the Company or such other Restricted Subsidiary is irrevocably released in writing from all liability under such Indebtedness, (c) Replacement Assets or (d) a combination of the foregoing.

The Company will, or will cause the relevant Restricted Subsidiary to:

(1) within 12 months after the date of receipt of any Net Cash Proceeds from an Asset Sale:

(A) apply an amount equal to such Net Cash Proceeds to permanently repay Indebtedness under any Credit Facility or other unsubordinated Indebtedness of the Company or any Subsidiary Guarantor or Indebtedness of any other Restricted Subsidiary, in each case, owing to a Person other than the Company or any Affiliate of the Company (and to cause a corresponding permanent reduction in commitments if such repaid Indebtedness was outstanding under the revolving portion of a Credit Facility);

(B) invest an equal amount, or the amount not so applied pursuant to clause (A) (or enter into a definitive agreement committing to so invest within 12 months after the date of such agreement), in Replacement Assets; and

(2) apply (no later than the end of the 12-month period referred to in clause (1)) any excess Net Cash Proceeds (to the extent not applied pursuant to clause (1)) as *provided* in the following paragraphs of this "Limitation on Asset Sales" covenant.

The amount of such excess Net Cash Proceeds required to be applied (or to be committed to be applied) during such 12-month period as set forth in clause (1) of the preceding sentence and not applied as so required by the end of such period shall constitute "Excess Proceeds."

If, as of the first day of any calendar month, the aggregate amount of Excess Proceeds not theretofore subject to an Offer to Purchase pursuant to this covenant totals at least $100.0 million, the Company must commence, not later than the last business day of such month, and consummate an Offer to Purchase from the Holders (and, if required by the terms of any Indebtedness that is pari passu with the Notes ("Pari passu Indebtedness"), from the holders of such Pari passu Indebtedness) on a pro rata basis an aggregate principal amount of Notes (and Pari passu Indebtedness) equal to the Excess Proceeds on such date, at a purchase price equal to 100% of their principal amount, plus, in each case, accrued interest (if any) to the Payment Date. Notwithstanding the foregoing, the Company may, in its discretion, make an Offer to Purchase pursuant to this covenant in advance of any requirement to commence an Offer to Purchase pursuant to the previous sentence. To the extent that any Excess Proceeds remain after consummation of an Offer to Purchase pursuant to this covenant, the Company may use those Excess Proceeds for any purpose not otherwise prohibited by the Indenture and the amount of Excess Proceeds shall be reset to zero.

Pending the final application of any Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by the Indenture.

Limitation on Business Activities

The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Permitted Businesses.

Payments for Consent

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Repurchase of Notes Upon a Change of Control

If a Change of Control occurs, unless the Company has exercised its right to redeem all of the Notes as described under "Optional Redemption," each holder will have the right to require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such holder's Notes at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest to the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Notwithstanding the foregoing, the Company may make its offer to purchase the Notes as described in this section in advance of a Change of Control, conditioned upon consummation of such Change of Control, if a definitive agreement in respect of such anticipated Change of Control is in place as of the time of such offer.

Within 30 days following any Change of Control, unless the Company has exercised its right to redeem all of the Notes as described under "Optional Redemption," the Company will mail a notice (the "Change of Control Offer") to each holder, with a copy to the Trustee, stating:

(1) that a Change of Control has occurred (or, if applicable, that a definitive agreement in respect of such Change of Control is in place) and that such holder has the right to require the Company to purchase such holder's Notes at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest to the date of purchase (subject to the right of holders of record on a record date to receive interest on the relevant interest payment date) (the "Change of Control Payment");

(2) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed) (the "Change of Control Payment Date"); and

(3) the procedures determined by the Company, consistent with the Indenture, that a holder must follow in order to have its Notes repurchased.

On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes (in integral multiples of $1,000) properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The paying agent will promptly mail to each holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest will be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest will be payable to holders who tender pursuant to the Change of Control Offer.

The Change of Control provisions described above will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the holders to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The Company will not be required to make a Change of Control Offer upon a Change of Control if (a) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (b) an irrevocable notice of redemption in respect of all of the outstanding Notes has been given pursuant to the provisions under the caption "— Optional Redemption," unless and until there is a default in payment of the applicable redemption price.

The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations described in the Indenture by virtue of the conflict.

The Company's ability to repurchase Notes pursuant to a Change of Control Offer may be limited by a number of factors. The occurrence of certain of the events that constitute a Change of Control would constitute a default under the Credit Agreement. In addition, certain events that may constitute a change of control under the Credit Agreement and cause a default under that agreement may not constitute a Change of Control under the Indenture. Future Indebtedness of the Company and its Subsidiaries may also contain prohibitions of certain events that would constitute a Change of Control or require such Indebtedness to be repurchased upon a Change of Control. Moreover, the exercise by the holders of their right to require the Company to repurchase the Notes could cause a default under such Indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Company. Finally, the Company's ability to pay cash to the holders upon a repurchase may be limited by the Company's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases.

Even if sufficient funds were otherwise available, the terms of the Credit Agreement does, and future Indebtedness may, prohibit the Company's prepayment of Notes before their scheduled maturity. Consequently, if the Company is not able to prepay the Credit Agreement and any such other Indebtedness containing similar restrictions or obtain requisite consents, as described above, the Company will be unable to fulfill its repurchase obligations if holders of Notes exercise their repurchase rights following a Change of Control, resulting in a default under the Indenture. A default under the Indenture may result in a cross-default under the Credit Agreement.

If holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company as described above, purchases all of the Notes validly tendered and not withdrawn by such holders, the Company will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a redemption price in cash equal to the applicable Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest to the date of redemption.

The Change of Control provisions described above may deter certain mergers, tender offers and other takeover attempts involving the Company by increasing the capital required to effectuate such transactions. The Change of Control purchase feature is a result of negotiations between the initial purchasers and us. As of the Closing Date, we have no present intention to engage in a transaction involving a Change of Control, although it is possible that we could decide to do so in the future. Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings.

Restrictions on our ability to incur additional Indebtedness are contained in the covenants described under "— Covenants — Limitation on Indebtedness" and "— Covenants — Limitation on Liens." Such restrictions in the Indenture can be waived only with the consent of the holders of a majority in principal amount of the Notes then outstanding. Except for the limitations contained in such covenants, however, the Indenture will not contain any covenants or provisions that may afford holders of the Notes protection in the event of a highly leveraged transaction.

The definition of "Change of Control" includes a disposition of all or substantially all of the property and assets of the Company and its Restricted Subsidiaries taken as a whole to any Person. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the property or assets of a Person.

As a result, it may be unclear as to whether a Change of Control has occurred and whether a holder of Notes may require the Company to make an offer to repurchase the Notes as described above.

The provisions under the Indenture relative to our obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified or terminated with the written consent of the holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the Notes) prior to the occurrence of such Change of Control.

SEC Reports and Reports to Holders

Whether or not required by the SEC's rules and regulations, so long as any Notes are outstanding, the Company will furnish to the Holders or cause the Trustee to furnish to the Holders, within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if the Company were required to file such reports; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports.

All such reports will be prepared in all material respects in accordance with the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on the Company's consolidated financial statements by the Company's certified independent accountants. Notwithstanding the foregoing, the furnishing or filing of such reports with the SEC on EDGAR (or any successor system thereto) shall be deemed to constitute furnishing of such reports with the Trustee.

In addition, the Company will file a copy of each of the reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the SEC will not accept such a filing) and will post the reports on its website within those time periods.

If the Company is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, the Company will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the SEC within the time periods specified above unless the SEC will not accept such a filing. The Company will not take any action for the purpose of causing the SEC not to accept any such filings. If, notwithstanding the foregoing, the SEC will not accept the Company's filings for any reason, the Company will post the reports referred to in the preceding paragraphs on its website within the time periods that would apply to a non-accelerated filer if the Company were required to file those reports with the SEC.

In addition, the Company and the Subsidiary Guarantors agree that, for so long as any Notes remain outstanding, if at any time they are not required to file with the SEC the reports required by the preceding paragraphs, they will furnish to the Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default

The following events will be defined as "Events of Default" in the Indenture:

(1) default for 30 days in the payment when due of interest on the Notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on the Notes;

(3) (A) failure by the Company or any of its Restricted Subsidiaries for 30 days after notice to the Company by the trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class to comply with the provisions under the caption "— Repurchase of Notes Upon a Change of Control" or (B) failure by the Company or any of its Restricted Subsidiaries to comply with the provisions under the caption "— Consolidation, Merger and Sale of Assets";

(4) failure by the Company or any of its Restricted Subsidiaries for 30 days after notice to the Company by the trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class to comply with the provisions under the captions "— Covenants — Limitation on Restricted Payments," "— Covenants — Limitation on Indebtedness" or "— Covenants — Limitation on Asset Sales";

(5) failure by the Company or any of its Restricted Subsidiaries for 60 days after notice to the Company by the trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class to comply with any of the other agreements in the Indenture;

(6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary (or the payment of which is guaranteed by

the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary), whether such Indebtedness or Guarantee now exists or is created after the date of the Indenture, if that default:

(A) is caused by a failure to pay principal of, or interest or premium, if any, on, such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default; or

(B) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness or the maturity of which has been so accelerated, aggregates $100.0 million or more;

(7) failure by the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary to pay final judgments entered by a court or courts of competent jurisdiction aggregating in excess of $100.0 million, which judgments are not paid, discharged or stayed for a period of 60 days;

(8) except as permitted by the Indenture, any Note Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect or any Subsidiary Guarantor, or any Person acting on behalf of any Subsidiary Guarantor denies or disaffirms its obligations under its Note Guarantee;

(9) the Company or any of its Restricted Subsidiaries that would constitute a Significant Subsidiary pursuant to or within the meaning of Bankruptcy Law:

(A) commences a voluntary case,

(B) consents to the entry of an order for relief against it in an involuntary case,

(C) consents to the appointment of a custodian of it or for all or substantially all of its property, or

(D) makes a general assignment for the benefit of its creditors; and

(10) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary in an involuntary case;

(B) appoints a custodian of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or for all or substantially all of the property of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary; or

(C) orders the liquidation of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary;

and the order or decree remains unstayed and in effect for 60 consecutive days.

If an Event of Default (other than an Event of Default specified in clause (9) or (10) above that occurs with respect to the Company) occurs and is continuing under the Indenture, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes, then outstanding, by written notice to the Company (and to the Trustee if such notice is given by the Holders), may, and the Trustee at the request of such Holders shall, declare the principal of, premium, if any, and accrued interest on the Notes to be immediately due and payable. Upon a declaration of acceleration, such principal of, premium, if any, and accrued interest shall be immediately due and payable. In the event of a declaration of acceleration because an Event of Default set forth in clause (6) above has occurred and is continuing, such declaration of acceleration shall be automatically rescinded and annulled if the event of default triggering such Event of Default pursuant to clause (6) shall be remedied or cured by the Company or the relevant Restricted Subsidiary or waived by the holders of the relevant Indebtedness within 60 days after the declaration of acceleration with respect thereto. If an Event of Default specified in clause (9) or (10) above occurs with respect to the Company, the principal of, premium, if

any, and accrued interest on the Notes then outstanding shall automatically become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

The Holders of at least a majority in principal amount of the Notes by written notice to the Company and to the Trustee, may waive all past defaults and rescind and annul a declaration of acceleration and its consequences if (x) all existing Events of Default, other than the nonpayment of the principal of, premium, if any, and accrued interest on the Notes that have become due solely by such declaration of acceleration, have been cured or waived and (y) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction. For information as to the waiver of defaults, see "— Modification and Waiver."

The Holders of at least a majority in aggregate principal amount of the Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or the Indenture or that may involve the Trustee in personal liability and may take any other action it deems proper that is not inconsistent with any such direction received from Holders of Notes. A Holder may not pursue any remedy with respect to the Indenture or the Notes unless:

(1) the Holder gives the Trustee written notice of a continuing Event of Default;

(2) the Holders of at least 25% in aggregate principal amount of Notes make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer the Trustee indemnity satisfactory to the Trustee against any costs, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(5) during such 60-day period, the Holders of a majority in aggregate principal amount of the Notes do not give the Trustee a direction that is inconsistent with the request.

However, such limitations do not apply to the right of any Holder of a Note to receive payment of the principal of or premium, if any, or interest on, such Note, or to bring suit for the enforcement of any such payment, on or after the due date expressed in the Notes, which right shall not be impaired or affected without the consent of the Holder.

Officers of the Company must certify, on or before a date not more than 90 days after the end of each fiscal year, that the Company and its Restricted Subsidiaries have fulfilled all obligations thereunder, or, if there has been a default in the fulfillment of any such obligation, specifying each such default and the nature and status thereof. the Company will also be obligated to notify the Trustee of any default or defaults in the performance of any covenants or agreements under the Indenture.

Consolidation, Merger and Sale of Assets

The Company will not (1), directly or indirectly, consolidate or merge with or into another Person (whether or not the Company is the surviving corporation), or (2) sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the property or assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) it shall be the continuing Person, or the Person (if other than it) formed by such consolidation or into which it is merged or that acquired or leased such property and assets (the "Surviving Person") shall be a corporation, limited partnership, limited liability company or other entity organized and validly existing under the laws of the United States of America or any jurisdiction thereof and shall expressly assume, by a supplemental indenture, executed and delivered to the Trustee, all of the Company's obligations under the Indenture and the Notes and the Registration Rights Agreement; *provided*, *however*, that if the Surviving Person is not a corporation, a corporation that has no material assets or liabilities other than the Notes shall become a coissuer of the Notes pursuant to a supplemental indenture duly executed by the Trustee;

(2) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction on a pro forma basis either (a) the Company (or the Surviving Person, if applicable) could Incur at least $1.00 of Indebtedness under the first paragraph of part (a) of the "Limitation on Indebtedness" covenant or (b) the Company's (of the Surviving Person's, if applicable) Fixed Charge Coverage Ratio is greater than that of the Company prior to the consummation of such transaction; and

(4) the Company will have delivered to the Trustee an officers' certificate (attaching the arithmetic computations to demonstrate compliance with clause (3) of this paragraph) and an opinion of counsel, each stating that such transaction and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the Indenture, that all conditions precedent in the Indenture relating to such transaction have been satisfied and that supplemental indenture is enforceable;

provided, *however*, that clause (3) above does not apply if, in the good faith determination of the chief financial officer of the Company, whose determination shall be evidenced by certification to such effect, the principal purpose of such transaction is to change the state of incorporation of the Company and any such transaction shall not have as one of its purposes the evasion of the foregoing limitations.

No Subsidiary Guarantor will consolidate with, merge with or into, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially an entirety in one transaction or a series of related transactions) to, any Person or permit any Person to merge with or into it unless:

(1) it shall be the continuing Person, or the Person (if other than it) formed by such consolidation or into which it is merged or that acquired or leased such property and assets shall expressly assume, by a supplemental indenture, executed and delivered to the Trustee, all of such Subsidiary Guarantor's obligations under its Note Guarantee;

(2) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(3) the Company will have delivered to the Trustee an officers' certificate and an opinion of counsel, each stating that such transaction and such supplemental indenture comply with the applicable provisions of the Indenture, that all conditions precedent in the Indenture relating to such transaction have been satisfied and that such supplemental indenture is enforceable.

The foregoing requirements of this paragraph shall not apply to a consolidation or merger of any Subsidiary Guarantor with and into the Company or any other Subsidiary Guarantor, so long as the Company or such Subsidiary Guarantor survives such consolidation or merger.

Defeasance

Defeasance and Discharge

The Indenture provides that the Company will be deemed to have paid and will be discharged from any and all obligations in respect of the Notes on the day of the deposit referred to below, and the provisions of the Indenture will no longer be in effect with respect to the Notes (except for, among other matters, certain obligations to register the transfer or exchange of the Notes, to replace stolen, lost or mutilated Notes, to maintain paying agencies and to hold monies for payment in trust) if, among other things:

(A) the Company has deposited with the Trustee, in trust, money and/or U.S. Government Obligations that through the payment of interest and principal in respect thereof in accordance with their terms will provide money in an amount sufficient to pay the principal of, premium, if any, and accrued interest on the Notes on the Stated Maturity of such payments in accordance with the terms of the Indenture and the Notes;

(B) the Company has delivered to the Trustee (1) either (x) an opinion of counsel to the effect that Holders will not recognize income, gain or loss for federal income tax purposes as a result of the Company's exercise of its option under this "Defeasance" provision and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred, which opinion of counsel must be based upon (and accompanied by a copy of) a ruling of the Internal Revenue Service to the same effect unless there has been a change in applicable federal income tax law after the Closing Date such that a ruling is no longer required or (y) a ruling directed to the Trustee received from the Internal Revenue Service to the same effect as the aforementioned opinion of counsel and (2) an officer's certificate to the effect that the deposit was not made with the intent of preferring holders of the Notes over any other creditors with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others;

(C) immediately after giving effect to such deposit on a pro forma basis, no Event of Default, or event that after the giving of notice or lapse of time or both would become an Event of Default, shall have occurred and be continuing on the date of such deposit, and such deposit shall not result in a breach or violation of, or constitute a default under, any other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound; and

(D) if at such time the Notes are listed on a national securities exchange, the Company has delivered to the Trustee an opinion of counsel to the effect that the Notes will not be delisted as a result of such deposit, defeasance and discharge.

Defeasance of Certain Covenants and Certain Events of Default.

The Indenture further provides that the provisions of the Indenture will no longer be in effect with respect to clause (3) of the first paragraph under "— Consolidation, Merger and Sale of Assets" and all the covenants described herein under "— Covenants," and clause (c) under "Events of Default" with respect to such clause (3) of the first paragraph under "— Consolidation, Merger and Sale of Assets," clauses (4) and (5) under "Events of Default" with respect to such other covenants and clauses (6) and (7) under "Events of Default" shall be deemed not to be Events of Default upon, among other things, the deposit with the Trustee, in trust, of money and/or U.S. Government Obligations that through the payment of interest and principal in respect thereof in accordance with their terms will provide money in an amount sufficient to pay the principal of, premium, if any, and accrued interest on the Notes on the Stated Maturity of such payments in accordance with the terms of the Indenture and the Notes, the satisfaction of the provisions described in clauses (B)(2), (C) and (D) of the preceding paragraph and the delivery by the Company to the Trustee of an opinion of counsel to the effect that, among other things, the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and defeasance of certain covenants and Events of Default and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred.

In the event that the Company exercises its option to omit compliance with certain covenants and provisions of the Indenture with respect to the Notes as described in the immediately preceding paragraph and the Notes are declared due and payable because of the occurrence of an Event of Default that remains applicable, the amount of money and/or U.S. Government Obligations on deposit with the Trustee will be sufficient to pay amounts due on the Notes at the time of their Stated Maturity but may not be sufficient to pay amounts due on the Notes at the time of the acceleration resulting from such Event of Default. However, the Company will remain liable for such payments and the Company's obligations or any Subsidiary Guarantor's Note Guarantee with respect to such payments will remain in effect.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all Notes when:

(1) either:

(A) all of the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust by the Company and thereafter repaid to the Company) have been delivered to the Trustee for cancellation or

(B) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable pursuant to an optional redemption notice or otherwise or will become due and payable within one year, and the Company has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire indebtedness on the Notes not theretofore delivered to the trustee for cancellation, for principal of, premium, if any, and interest on the Notes to the date of deposit together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be; and

(2) the Company has paid all other sums payable under the Indenture by the Company.

The Trustee will acknowledge the satisfaction and discharge of the Indenture if the Company has delivered to the Trustee an officers' certificate and an opinion of counsel stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with.

Modification and Waiver

The Indenture may be amended, without the consent of any Holder, to:

(1) cure any ambiguity, defect or inconsistency in the Indenture;

(2) provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) conform the text of the indenture to any provisions of this description of exchange notes to the extent that a portion of the "Description of Notes" section of the Company's Offering Memorandum dated November 4, 2010 was intended to be a verbatim recitation of the Indenture or the Notes;

(4) provide for the issuance of additional Notes under the Indenture to the extent otherwise so permitted under the terms of the Indenture;

(5) comply with the provisions described under "— Consolidation, Merger and Sale of Assets" or "— Covenants — Limitation on Issuance of Guarantees by Restricted Subsidiaries";

(6) comply with any requirements of the SEC in connection with the qualification of the Indenture under the Trust Indenture Act;

(7) evidence and provide for the acceptance of appointment by a successor Trustee;

(8) add a Subsidiary Guarantor; or

(9) make any change that, in the good faith opinion of the Board of Directors, does not materially and adversely affect the rights of any Holder.

Modifications and amendments of the Indenture may be made by the Company, the Subsidiary Guarantors and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes; *provided*, *however*, that no such modification or amendment may, without the consent of each Holder affected thereby:

(1) change the Stated Maturity of the principal of, or any installment of interest on, any Note;

(2) reduce the principal amount of, or premium, if any, or interest on, any Note;

(3) change the optional redemption dates or optional redemption prices of the Notes from that stated under the caption "— Optional Redemption";

(4) change the place or currency of payment of principal of, or premium, if any, or interest on, any Note;

(5) impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity (or, in the case of a redemption, on or after the Redemption Date) of any Note;

(6) waive a default in the payment of principal of, premium, if any, or interest on the Notes (other than a rescission of acceleration of the Notes to the extent that such acceleration was initially instituted pursuant to a vote of the Holders);

(7) release any Subsidiary Guarantor from its Note Guarantee, except as provided in the Indenture;

(8) amend or modify any of the provisions of the Indenture in any manner which subordinates the Notes issued thereunder in right of payment to any other Indebtedness of the Company or which subordinates any Note Guarantee in right of payment to any other Indebtedness of the Subsidiary Guarantor issuing any such Note Guarantee; or

(9) reduce the percentage or aggregate principal amount of Notes the consent of whose Holders is necessary for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults.

Governing Law

The Indenture and the Notes will be governed by and construed in accordance with the laws of the State of New York.

No Personal Liability of Incorporators, Stockholders, Officers, Directors, or Employees

No recourse for the payment of the principal of, premium, if any, or interest on any of the Notes or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company or any Subsidiary Guarantor in the Indenture, or in any of the Notes or Note Guarantees or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, stockholder, officer, director, employee or controlling person of the Company or any Subsidiary Guarantor or of any successor Person thereof. Each Holder, by accepting the Notes, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

Concerning the Trustee

Except during the continuance of a Default, the Trustee will not be liable, except for the performance of such duties as are specifically set forth in the Indenture. If an Event of Default has occurred and is continuing, the Trustee will use the same degree of care and skill in its exercise of the rights and powers vested in it under the Indenture as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

The Indenture and provisions of the Trust Indenture Act of 1939, as amended, incorporated by reference therein contain limitations on the rights of the Trustee, should it become a creditor of the Company or any Subsidiary Guarantor, to obtain payment of claims in certain cases or to realize on certain property received by it in respect of any such claims, as security or otherwise. The Trustee is permitted to engage in other transactions; *provided*, *however*, that if it acquires any conflicting interest, it must eliminate such conflict or resign.

Book-Entry, Delivery and Form

The exchange notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The exchange notes initially will be represented by one or more notes in registered, global form without interest coupons (collectively, the "Global Notes"). The Global Notes will be deposited upon issuance with the Trustee as custodian for The Depository Trust Company ("DTC"), in New York, New York, and registered in the name of DTC or its nominee, in each case, for credit to an account of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for definitive notes in registered certificated form ("Certificated Notes") except in the limited circumstances described below. See "— Exchange of Global Notes for Certificated Notes." Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of notes in certificated form. In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants, which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. The Company takes no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

DTC has advised the Company that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between the Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised the Company that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of the Participants designated by the initial purchasers with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Global Notes who are Participants may hold their interests therein directly through DTC. Investors in the Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) which are Participants. Euroclear and Clearstream will hold interests in the Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories, which are Euroclear Bank S.A./N.V., as operator of Euroclear, and Citibank, N.A., as operator of Clearstream. All interests in a Global Note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC.

Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems. The laws of some states require that certain Persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such Persons will be limited to that extent. Because DTC can act only on behalf of the Participants, which in turn act on behalf of the Indirect Participants, the ability of a Person having beneficial interests in a Global Note to pledge such interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the Global Notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or "holders" thereof under the indenture for any purpose.

Payments in respect of the principal of, premium on, if any, and interest on, a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the Indenture. Under the terms of the Indenture, the Company and the Trustee will treat the Persons in whose names the Notes, including the Global Notes, are registered as the owners of the Notes for the purpose of receiving payments and for all other purposes. Consequently, none of the Company, the Trustee nor any agent of the Company or the Trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised the Company that its current practice, upon receipt of any payment in respect of securities such as the Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe that it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee or the Company. Neither the Company nor the Trustee will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the Notes, and the Company and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between the Participants will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the Notes described herein, cross-market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their respective depositaries; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised the Company that it will take any action permitted to be taken by a holder of Notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global

Notes and only in respect of such portion of the aggregate principal amount of the Notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the Notes, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute such notes to its Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. None of the Company, the Trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for Certificated Notes if:

(1) DTC (a) notifies the Company that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in either case, the Company fails to appoint a successor depositary;

(2) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of the Certificated Notes; or

(3) there has occurred and is continuing a Default or Event of Default with respect to the Notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures).

Exchange of Certificated Notes for Global Notes

Certificated Notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such notes, if any.

Same Day Settlement and Payment

The Company will make payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, and interest) by wire transfer of immediately available funds to the accounts specified by DTC or its nominee. The Company will make all payments of principal, premium, if any, and interest with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the holders of the Certificated Notes or, if no such account is specified, by mailing a check to each such holder's registered address. The Notes represented by the Global Notes are expected to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. The Company expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

Definitions

Set forth below are defined terms used in the covenants and other provisions of the Indenture. Reference is made to the Indenture for other capitalized terms used in this "Description of Exchange Notes" for which no definition is provided.

"*Acquired Indebtedness*" means Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary or Indebtedness of a Restricted Subsidiary assumed in connection with an Asset Acquisition by such Restricted Subsidiary.

"Adjusted Consolidated Net Income" means, for any period, the aggregate net income (or loss) of the Company and its Restricted Subsidiaries for such period determined in conformity with GAAP; *provided* that the following items shall be excluded in computing Adjusted Consolidated Net Income (without duplication):

(1) the net income (or loss) of any Person that is not a Restricted Subsidiary except to the extent that dividends or similar distributions have been paid by such Person to the Company or a Restricted Subsidiary;

(2) solely for purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (C) of the first paragraph of the "Limitation on Restricted Payments" covenant, the net income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Company or any of its Restricted Subsidiaries or all or substantially all of the property and assets of such Person are acquired by the Company or any of its Restricted Subsidiaries;

(3) the net income of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of such net income is at the time prohibited by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Restricted Subsidiary;

(4) any gains or losses (on an after-tax basis) attributable to asset dispositions;

(5) all extraordinary, unusual or non-recurring gains, charges, expenses or losses;

(6) the cumulative effect of a change in accounting principles;

(7) any non-cash compensation expenses recorded from grants of stock options, restricted stock, stock appreciation rights and other equity equivalents to officers, directors and employees;

(8) any impairment charge or asset write off;

(9) net cash charges associated with or related to any restructurings;

(10) all (a) non-cash compensation expense, or other non-cash expenses or charges, arising from the sale of stock, the granting of stock options, the granting of stock appreciation rights and similar arrangements (including any repricing, amendment, modification, substitution or change of any such stock, stock option, stock appreciation rights or similar arrangements); (b) any fees and expenses incurred by the Company and its Restricted Subsidiaries in connection with the Transactions, including without limitation, any cash expenses incurred in connection with the termination or modification of any Hedging Obligations in connection with the Transactions; (c) financial advisory fees, accounting fees, legal fees and similar advisory and consulting fees and related costs and expenses of the Company and its Restricted Subsidiaries incurred as a result of Asset Acquisitions, Investments, Asset Sales permitted under the Indenture and the issuance of Capital Stock or Indebtedness, all determined in accordance with GAAP and in each case eliminating any increase or decrease in income resulting from non-cash accounting adjustments made in connection with the related Asset Acquisition, Investment or Asset Sale; and (d) expenses incurred by the Company or any Restricted Subsidiary to the extent reimbursed in cash by a third party;

(11) all other non-cash charges, including unrealized gains or losses on agreements with respect to Hedging Obligations and all non-cash charges associated with announced restructurings, whether announced previously or in the future (such non-cash restructuring charges being "Non-Cash Restructuring Charges"); and

(12) income or loss attributable to discontinued operations (including, without limitation, operations disposed of during such period whether or not such operations were classified as discontinued).

"Affiliate" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause

the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"*Applicable Premium*" means, with respect to any Note on any applicable redemption date, the greater of:

(1) 1.0% of the principal amount of such Note; or

(2) the excess, if any, of:

(a) the present value at such redemption date of (i) the redemption price of such Note at December 15, 2015 (such redemption price being set forth in the table appearing above under the caption "— Optional Redemption") plus (ii) all required interest payments (excluding accrued and unpaid interest to such redemption date) due on such Note through December 15, 2015 computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of such Note.

"*Asset Acquisition*" means (1) an investment by the Company or any of its Restricted Subsidiaries in any other Person pursuant to which such Person shall become a Restricted Subsidiary or shall be merged into or consolidated with the Company or any of its Restricted Subsidiaries or (2) an acquisition by the Company or any of its Restricted Subsidiaries of the property and assets of any Person other than the Company or any of its Restricted Subsidiaries that constitute substantially all of a division or line of business of such Person.

"*Asset Disposition*" means the sale or other disposition by the Company or any of its Restricted Subsidiaries of (1) all or substantially all of the Capital Stock of any Restricted Subsidiary or (2) all or substantially all of the assets that constitute a division or line of business of the Company or any of its Restricted Subsidiaries.

"*Asset Sale*" means any sale, transfer or other disposition (including by way of merger or consolidation or Sale Leaseback Transaction) in one transaction or a series of related transactions by the Company or any of its Restricted Subsidiaries to any Person other than the Company or any of its Restricted Subsidiaries of:

(1) all or any of the Capital Stock of any Restricted Subsidiary (other than sales of preferred stock that are permitted under the "Limitations on Indebtedness" covenant);

(2) all or substantially all of the property and assets of a division or line of business of the Company or any of its Restricted Subsidiaries; or

(3) any other property and assets (other than the Capital Stock or other Investment in an Unrestricted Subsidiary) of the Company or any of its Restricted Subsidiaries outside the ordinary course of business of the Company or such Restricted Subsidiary, and in each case, that is not governed by the provisions of the Indenture applicable to mergers, consolidations and sales of assets of the Company;

provided that "Asset Sale" shall not include:

(a) sales, transfers or other dispositions of assets constituting a Permitted Investment or Restricted Payment permitted to be made under the "Limitation on Restricted Payments" covenant;

(b) sales, transfers or other dispositions of assets with a fair market value not in excess of $25.0 million in any transaction or series of related transactions;

(c) any sale, transfer, assignment or other disposition of any property or equipment that has become damaged, worn out, obsolete or otherwise unsuitable for use in connection with the business of the Company or its Restricted Subsidiaries;

(d) the sale or discount of accounts receivable, but only in connection with the compromise or collection thereof, or the disposition of assets in connection with a foreclosure or transfer in lieu of a foreclosure or other exercise of remedial action;

(e) any exchange of like property similar to (but not limited to) those allowable under Section 1031 of the Internal Revenue Code;

(f) sales or grants of licenses to use the Company's or any Restricted Subsidiary's patents, trade secrets, know-how and technology to the extent that such license does not prohibit the licensor from using the patent, trade secret, know-how or technology

(g) transactions permitted under the "Consolidation, merger and sale of assets" covenant;

(h) sales in connection with a Permitted Securitization or a Permitted Factoring Program;

(i) dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(j) dispositions constituting leases, subleases, licenses or sublicenses of property (including intellectual property) in the ordinary course of business and which do not materially interfere with the business of the Company and its Subsidiaries (for the avoidance of doubt, other than any perpetual licenses of any material intellectual property);

(k) any transfer constituting a taking, condemnation or other eminent domain proceeding; or

(l) a grant of options to purchase, lease or acquire real or personal property in the ordinary course of business, so long as the disposition resulting from the exercise of such option would not constitute an "Asset Sale" under clauses (1), (2) or (3) of this definition, in each case, after giving effect to clauses (a) through (k) above.

"*Average Life*" means, at any date of determination with respect to any debt security, the quotient obtained by dividing (1) the sum of the products of (a) the number of years from such date of determination to the dates of each successive scheduled principal payment of such debt security and (b) the amount of such principal payment by (2) the sum of all such principal payments.

"*Bankruptcy Law*" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"*Board of Directors*" means, with respect to any Person, the Board of Directors of such Person, any duly authorized committee of such Board of Directors, or any Person to which the Board of Directors has properly delegated authority with respect to any particular matter. Unless otherwise indicated, the "Board of Directors" refers to the Board of Directors of the Company.

"*Capital Stock*" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) in equity of such Person, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all common stock and preferred stock.

"*Capitalized Lease*" means, as applied to any Person, any lease of any property (whether real, personal or mixed) of which the discounted present value of the rental obligations of such Person as lessee, in conformity with GAAP, is required to be capitalized on the balance sheet of such Person.

"*Capitalized Lease Obligations*" means all monetary obligations of any Person and its Subsidiaries under any leasing or similar arrangement which, in accordance with GAAP, should be classified as Capitalized Leases and the Stated Maturity thereof shall be the date that the last payment of rent or any other amount due under such Capitalized Lease prior to the first date upon which such lease may be terminated by the lessee without payment of a premium or penalty is due thereunder.

"*Change of Control*" means such time as:

(1) the adoption of a plan relating to the liquidation or dissolution of the Company;

(2) a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the total voting power of the Voting Stock of the Company on a fully diluted basis;

(3) during any period of 24 consecutive months, individuals who at the beginning of such period constituted the Board of Directors of the Company (together with any new directors whose election to such Board or whose nomination for election by the stockholders of the Company was approved by a vote of a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of the Company then in office; or

(4) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole to any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act).

"*Closing Date*" means the date on which the Notes were originally issued under the Indenture.

"*Commodity Agreement*" means any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement.

"*Consolidated EBITDA*" means, for any period, Adjusted Consolidated Net Income for such period plus, to the extent such amount was deducted in calculating such Adjusted Consolidated Net Income:

(1) Fixed Charges;

(2) amounts shown under the item "Taxes" on the Company's income statement;

(3) depreciation expense;

(4) amortization expense; minus

(5) to the extent included in determining such Adjusted Consolidated Net Income, the sum of (a) reversals (in whole or in part) of any restructuring charges previously treated as Non- Cash Restructuring Charges in any prior period, (b) all non-cash items increasing Adjusted Consolidated Net Income, other than (A) the accrual of revenue consistent with past practice and (B) the reversal in such period of an accrual of, or cash reserve for, cash expenses in a prior period, to the extent such accrual or reserve did not increase Consolidated EBITDA in a prior period;

all as determined on a consolidated basis for the Company and its Restricted Subsidiaries in conformity with GAAP.

"*Consolidated Interest Expense*" means, for any period, the aggregate amount of interest in respect of Indebtedness (including, without limitation, amortization of original issue discount on any Indebtedness and the interest portion of any deferred payment obligation, calculated in accordance with the effective interest method of accounting; all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing; the net costs associated with Interest Rate Agreements; and Indebtedness that is Guaranteed or secured by the Company or any of its Restricted Subsidiaries); and all but the principal component of rentals in respect of Capitalized Lease Obligations paid, in each case, accrued or scheduled to be paid or to be accrued by the Company and its Restricted Subsidiaries during such period; excluding, however, (1) any amount of such interest of any Restricted Subsidiary if the net income of such Restricted Subsidiary is excluded in the calculation of Adjusted Consolidated Net Income pursuant to clause (3) of the definition thereof (but only in the same proportion as the net income of such Restricted Subsidiary is excluded from the calculation of Adjusted Consolidated Net Income pursuant to clause (3) of the definition thereof), (2) any interest expense attributable to a Permitted Factoring Program, and (3) any premiums, fees and expenses (and any amortization thereof) payable in connection with the offering of the Notes, all as determined on a consolidated basis (without taking into account Unrestricted Subsidiaries) in conformity with GAAP.

"*Contingent Liability*" means any agreement, undertaking or arrangement by which any Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the Indebtedness of any other Person (other than by endorsements of

instruments in the course of collection), or guarantees the payment of dividends or other distributions upon the capital securities of any other Person. The amount of any Person's obligation under any Contingent Liability shall (subject to any limitation with respect thereto) be deemed to be the outstanding principal amount of the debt, obligation or other liability guaranteed thereby.

"*continuing*" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"*Credit Agreement*" means that certain Credit Agreement, dated December 10, 2009, among the Company, as borrower, the guarantors party thereto, the several banks and other financial institutions or entities from time to time party thereto as lenders, JPMorgan Chase Bank, N.A, as administrative agent and collateral agent, Barclays Bank PLC and Goldman Sachs Credit Partners L.P., as co-documentation agents, Bank of America, N.A. and HSBC Securities (USA) Inc. as co-syndication agents, and J.P. Morgan Securities Inc., Banc of America Securities LLC, HSBC Securities (USA) Inc. and Barclays Capital, as joint lead arrangers and joint bookrunners.

"*Credit Facilities*" means, with respect to the Company and its Restricted Subsidiaries, one or more debt facilities (including the Credit Agreement), commercial paper facilities, or indentures providing for revolving credit loans, term, loans, notes or other financings or letters of credit, or other credit facilities, in each case, as amended, modified, renewed, refunded, replaced or refinanced from time to time.

"*Currency Agreement*" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement.

"*Default*" means any event that is, or after notice or passage of time or both would be, an Event of Default.

"*Disqualified Stock*" means any class or series of Capital Stock of any Person that by its terms or otherwise is (1) required to be redeemed prior to the date that is 91 days after the Stated Maturity of the Notes, (2) redeemable at the option of the holder of such class or series of Capital Stock at any time prior to the date that is 91 days after the Stated Maturity of the Notes or (3) convertible into or exchangeable for Capital Stock referred to in clause (1) or (2) above or Indebtedness having a scheduled maturity prior to the date that is 91 days after the Stated Maturity of the Notes; *provided* that, only the portion of such Capital Stock which is so required to be redeemed, redeemable or convertible or exchangeable prior to such date will be deemed to be Disqualified Stock; *provided further* that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the date that is 91 days after the Stated Maturity of the Notes shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are no more favorable to the holders of such Capital Stock than the provisions contained in "Limitation on Asset Sales" and "Repurchase of Notes Upon a Change of Control" covenants and such Capital Stock specifically provides that such Person will not repurchase or redeem any such stock pursuant to such provision prior to the Company's repurchase of such Notes as are required to be repurchased pursuant to the "Limitation on Asset Sales" and "Repurchase of Notes Upon a Change of Control" covenants; *provided further* that, any class or series of Capital Stock of such Person that by its terms or otherwise, authorizes such Person to satisfy in full its obligations with respect to the payment of dividends or upon maturity, redemption (pursuant to a sinking fund or otherwise) or repurchase thereof or otherwise by the delivery of any Capital Stock that is not Disqualified Stock, will not be deemed to be Disqualified Stock so long as such Person satisfies its obligations with respect thereto solely by delivery of such Capital Stock.

"*Equity Offering*" means (i) an offer and sale of Capital Stock (other than Disqualified Stock) of the Company or (ii) an offer and sale of Capital Stock (other than Disqualified Stock) of a direct or indirect parent entity of the Company (to the extent the net proceeds therefrom are contributed to the common equity capital of the Company) pursuant to (x) a registration statement that has been declared effective by the SEC pursuant to the Securities Act (other than a registration statement on Form S-8 or otherwise relating to equity securities

issuable under any employee benefit plan of the Company or such direct or indirect parent company), or (y) a private issuance exempt from registration under the Securities Act.

"*Existing Notes*" means the Fixed Rate Senior Notes and the Floating Rate Senior Notes.

"*Existing Note Indentures*" means the Fixed Rate Senior Note Indenture and the Floating Rate Senior Note Indenture.

"*fair market value*" means the price that would be paid in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by (i) for a transaction or series of related transactions in excess of $50.0 million, the Board of Directors, whose determination shall be conclusive if evidenced by a resolution of the Board of Directors or (ii) for a transaction or series of related transactions involving $50.0 million or less, by the chief financial officer, whose determination shall be conclusive if evidenced by a certificate to such effect.

"*Fiscal Year*" means any period of 52 or 53 consecutive calendar weeks ending on the Saturday nearest to the last day of December; references to a Fiscal Year with a number corresponding to any calendar year (e.g., the "2009 Fiscal Year") refer to the Fiscal Year ending on the Saturday nearest to the last day of December of such calendar year; *provided* that in the event that the Company gives notice to the Trustee that it intends to change its Fiscal Year, Fiscal Year will mean any period of 52 or 53 consecutive calendar weeks or 12 consecutive calendar months ending on the date set forth in such notice.

"*Fixed Charge Coverage Ratio*" means, for any Person on any Transaction Date, the ratio of (1) the aggregate amount of Consolidated EBITDA for the then most recent four fiscal quarters prior to such Transaction Date for which reports have been filed with the SEC or provided to the Trustee (the "Four Quarter Period") to (2) the aggregate Fixed Charges during such Four Quarter Period. In making the foregoing calculation:

(A) *pro forma* effect shall be given to any Indebtedness Incurred or repaid during the period (the "Reference Period") commencing on the first day of the Four Quarter Period and ending on the Transaction Date, in each case, as if such Indebtedness had been Incurred or repaid on the first day of such Reference Period;

(B) Consolidated Interest Expense attributable to interest on any Indebtedness (whether existing or being Incurred) computed on a pro forma basis and bearing a floating interest rate shall be computed as if the rate in effect on the Transaction Date (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term in excess of 12 months or, if shorter, at least equal to the remaining term of such Indebtedness) had been the applicable rate for the entire period;

(C) *pro forma* effect shall be given to Asset Dispositions and Asset Acquisitions (including giving pro forma effect to the application of proceeds of any Asset Disposition) that occur during such Reference Period as if they had occurred and such proceeds had been applied on the first day of such Reference Period; and

(D) *pro forma* effect shall be given to Asset Dispositions and Asset Acquisitions (including giving pro forma effect to the application of proceeds of any asset disposition) that have been made by any Person that has become a Restricted Subsidiary or has been merged with or into the Company or any Restricted Subsidiary during such Reference Period and that would have constituted Asset Dispositions or Asset Acquisitions had such transactions occurred when such Person was a Restricted Subsidiary as if such asset dispositions or asset acquisitions were Asset Dispositions or Asset Acquisitions that occurred on the first day of such Reference Period;

provided that to the extent that clause (C) or (D) of this paragraph requires that *pro forma* effect be given to an Asset Acquisition or Asset Disposition, such pro forma calculation shall be made in good faith by a responsible financial or accounting officer of the Company (and may include, for the avoidance of doubt and without duplication, cost savings, synergies and operating expense resulting from such Asset

Disposition or Asset Acquisition whether or not such cost savings, synergies or operating expense reductions would be allowed under Regulation S-X promulgated by the SEC or any other regulation or policy of the SEC).

"*Fixed Charges*" means, with respect to any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense, plus

(2) the product of (x) the amount of all cash dividend payments on any series of preferred stock of such Person or any of its Restricted Subsidiaries (other than dividends payable solely in Capital Stock of such Person or such Restricted Subsidiary (other than Disqualified Stock) or to such Person or a Restricted Subsidiary of such Person) paid during such period times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated federal, state and local income tax rate of such Person, expressed as a decimal, as determined on a consolidated basis in accordance with GAAP.

"*Fixed Rate Senior Notes*" means the Company's 8% Senior Notes due 2016 issued on December 10, 2009 pursuant to the Fixed Rate Senior Notes Indenture.

"*Fixed Rate Senior Note Indenture*" means the Indenture, dated as of August 1, 2008, between the Company and Branch Banking and Trust Company, as Trustee, as amended and supplemented by the First Supplemental Indenture, dated December 10, 2009, among the Company, certain subsidiaries of the Company and Branch Banking and Trust Company, as Trustee, with respect to the Fixed Rate Senior Notes.

"*Floating Rate Senior Note*" means the Company's Floating Rate Senior Notes issued on December 14, 2006 pursuant to the Floating Rate Senior Notes Indenture.

"*Floating Rate Senior Note Indenture*" means the Indenture, dated December 14, 2006, among the Company, certain subsidiaries of the Company and Branch Banking and Trust Company, as Trustee, with respect to the Floating Rate Senior Notes.

"*Foreign Subsidiary*" means any Restricted Subsidiary of the Company that is an entity which is a controlled foreign corporation under Section 957 of the Internal Revenue Code.

"*GAAP*" means generally accepted accounting principles in the United States of America as in effect as of the Closing Date as determined by the Public Company Accounting Oversight Board. All ratios and computations contained or referred to in the Indenture shall be computed in conformity with GAAP applied on a consistent basis, except that calculations made for purposes of determining compliance with the terms of the covenants and with other provisions of the Indenture shall be made without giving effect to (1) the amortization of any expenses incurred in connection with the offering of the Notes and (2) except as otherwise provided, the amortization of any amounts required or permitted by Accounting Principles Board Opinion Nos. 16 and 17.

"*Governmental Authority*" means the government of the United States, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"*Guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services (unless such purchase arrangements are on arm's-length terms and are entered into in the normal course of business), to take-or-pay, or to maintain financial statement conditions or otherwise) or (2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided* that the term "Guarantee"

shall not include endorsements for collection or deposit in the normal course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"*Hedging Obligations*" means, with respect to any Person, all liabilities of such Person under foreign exchange contracts, commodity hedging agreements, currency exchange agreements, interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, and all other agreements or arrangements designed to protect such Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"*Holder*" means a holder of any Notes.

"*Immaterial Subsidiary*" shall mean, at any time, any Restricted Subsidiary of the Company that is designated by the Company as an "Immaterial Subsidiary" if and for so long as such Restricted Subsidiary, together with all other Immaterial Subsidiaries, has (i) total assets at such time not exceeding 5% of the Company's consolidated assets as of the most recent fiscal quarter for which balance sheet information is available and (ii) total revenues and operating profit for the most recent 12-month period for which income statement information is available not exceeding 5% of the Company's consolidated revenues and operating profit, respectively; *provided*, that a Restricted Subsidiary will not be considered to be an Immaterial Subsidiary if it guarantees any Indebtedness of the Company.

"*Incur*" means, with respect to any Indebtedness, to incur, create, issue, assume, Guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness; *provided* that (1) any Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary will be deemed to be incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and (2) neither the accrual of interest nor the accretion of original issue discount nor the payment of interest in the form of additional Indebtedness (to the extent provided for when the Indebtedness on which such interest is paid was originally issued) shall be considered an Incurrence of Indebtedness.

"*Indebtedness*" means, with respect to any Person at any date of determination (without duplication):

(1) the principal component of all indebtedness of such Person for borrowed money;

(2) the principal component of all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) the principal component of all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement obligations with respect thereto, but excluding obligations with respect to letters of credit (including trade letters of credit) securing obligations (other than obligations described in (1) or (2) above or (5), (6) or (7) below) entered into in the normal course of business of such Person to the extent such letters of credit are not drawn upon or, if drawn upon, to the extent such drawing is reimbursed no later than the third business day following receipt by such Person of a demand for reimbursement);

(4) all obligations of such Person to pay the deferred and unpaid purchase price of property or services, which purchase price is due more than six months after the date of placing such property in service or taking delivery and title thereto or the completion of such services, except Trade Payables;

(5) all Capitalized Lease Obligations;

(6) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided* that the amount of such Indebtedness shall be the lesser of (A) the fair market value of such asset at such date of determination and (B) the amount of such Indebtedness;

(7) the principal component of all Indebtedness of other Persons Guaranteed by such Person to the extent such Indebtedness is Guaranteed by such Person;

(8) to the extent not otherwise included in this definition, obligations under Commodity Agreements, Currency Agreements and Interest Rate Agreements (other than Commodity Agreements, Currency

Agreements and Interest Rate Agreements designed solely to protect the Company or its Restricted Subsidiaries against fluctuations in commodity prices, foreign currency exchange rates or interest rates and that do not increase the Indebtedness of the obligor outstanding at any time other than as a result of fluctuations in commodity prices, foreign currency exchange rates or interest rates or by reason of fees, indemnities and compensation payable thereunder); and

(9) all Disqualified Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any, and any redemption or repurchase premium, if any.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation; *provided* that:

(A) the amount outstanding at any time of any Indebtedness issued with original issue discount is the face amount of such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness at such time as determined in conformity with GAAP;

(B) money borrowed and set aside at the time of the Incurrence of any Indebtedness in order to prefund the payment of the interest on such Indebtedness shall not be deemed to be "Indebtedness" so long as such money is held to secure the payment of such interest; and

(C) Indebtedness shall not include:

(i) any liability for federal, state, local or other taxes;

(ii) obligations in respect of performance, bid and surety bonds and completion guarantees in respect of activities being performed by, on behalf of or for the benefit of the Company or its Restricted Subsidiaries;

(iii) agreements providing for indemnification, adjustment of purchase price earn-out, incentive, non-compete, consulting, deferred compensation or similar obligations, or Guarantees or letters of credit, surety bonds or performance bonds securing any obligations of the Company or any of its Restricted Subsidiaries pursuant to such agreements, in any case, Incurred in connection with the acquisition or disposition of any business, assets or Restricted Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition);

(iv) any liability for trade payables incurred in the ordinary course of business; or

(v) any obligations (including letters of credit) incurred in the ordinary course of business in connection with workers' compensation claims, payment obligations in connection with self-insurance or similar requirements of the Company or any Restricted Subsidiary.

"*Interest Rate Agreement*" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement (whether fixed to floating or floating to fixed), interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement.

"*Investment*" in any Person means any direct or indirect advance, loan or other extension of credit (including, without limitation, by way of Guarantee or similar arrangement, but excluding advances to customers or suppliers in the ordinary course of business that are, in conformity with GAAP, recorded as accounts receivable, prepaid expenses or deposits on the balance sheet of the Company or its Restricted Subsidiaries and endorsements for collection or deposit arising in the ordinary course of business) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, bonds, notes, debentures or other similar instruments issued by, such Person and shall include (1) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary and (2) the retention of the Capital Stock (or any other

Investment) by the Company or any of its Restricted Subsidiaries of (or in) any Person that has ceased to be a Restricted Subsidiary, including without limitation, by reason of any transaction permitted by clause (3) or (4) of the "Limitation on the Issuance and Sale of Capital Stock of Restricted Subsidiaries" covenant. For purposes of the definition of "Unrestricted Subsidiary" and the "Limitation on Restricted Payments" covenant, (a) the amount of or a reduction in an Investment shall be equal to the fair market value thereof at the time such Investment is made or reduced and (b) in the event the Company or a Restricted Subsidiary makes an Investment by transferring assets to any Person and as part of such transaction receives Net Cash Proceeds, the amount of such Investment shall be the fair market value of the assets less the amount of Net Cash Proceeds so received, *provided* the Net Cash Proceeds are applied in accordance with the "Limitation on Asset Sales" covenant.

"*Leverage Ratio*" means, as of any date, the ratio of

(a) Total Debt of the Company outstanding on the last day of the most recently ended fiscal quarter for which reports have been filed with the SEC or provided to the Trustee; to

(b) Consolidated EBITDA of the Company computed for the then most recent four fiscal quarters prior to such date for which reports have been filed with the SEC or provided to the Trustee (with Consolidated EBITDA calculated on a pro forma basis giving effect to all adjustments contemplated by the definition of "Fixed Charge Coverage Ratio").

"*Lien*" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any agreement to give any security interest).

"*Material Adverse Effect*" means a material adverse effect on (i) the business, financial condition, operations, performance, or assets of the Company or the Company and its Restricted Subsidiaries (other than a Receivables Subsidiary) taken as a whole, (ii) the rights and remedies of any Holder under the Indenture or (iii) the ability of the Company or its Restricted Subsidiaries to perform its obligations under the Indenture.

"*Moody's*" means Moody's Investors Service, Inc. and its successors and assigns.

"*Net Cash Proceeds*" means:

(a) with respect to any Asset Sale, the proceeds of such Asset Sale in the form of cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or cash equivalents and proceeds from the conversion of other property received when converted to cash or cash equivalents, net of

(1) brokerage commissions and other fees and expenses (including fees and expenses of counsel and investment bankers) related to such Asset Sale;

(2) provisions for all taxes (whether or not such taxes will actually be paid or are payable) as a result of such Asset Sale without regard to the consolidated results of operations of the Company and its Restricted Subsidiaries, taken as a whole;

(3) payments made to repay Indebtedness or any other obligation outstanding at the time of such Asset Sale that either (x) is secured by a Lien on the property or assets sold or (y) is required to be paid as a result of such sale;

(4) appropriate amounts to be provided by the Company or any Restricted Subsidiary as a reserve against any liabilities associated with such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, all as determined in conformity with GAAP; and

(5) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Sale; and

(b) with respect to any issuance or sale of Capital Stock, the proceeds of such issuance or sale in the form of cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or cash equivalents and proceeds from the conversion of other property received when converted to cash or cash equivalents, net of attorney's fees, accountants' fees, underwriters', initial purchasers' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Note Guarantee" means any Guarantee of the obligations of the Company under the Indenture and the Notes by any Subsidiary Guarantor.

"Offer to Purchase" means an offer to purchase Notes by the Company from the Holders commenced by mailing a notice to the Trustee and each Holder stating:

(1) the provision of the Indenture pursuant to which the offer is being made and that all Notes validly tendered will be accepted for payment on a pro rata basis;

(2) the purchase price and the date of purchase, which shall be a business day no earlier than 30 days nor later than 60 days from the date such notice is mailed (the "Payment Date");

(3) that any Note not tendered will continue to accrue interest pursuant to its terms;

(4) that, unless the Company defaults in the payment of the purchase price, any Note accepted for payment pursuant to the Offer to Purchase shall cease to accrue interest on and after the Payment Date;

(5) that Holders electing to have a Note purchased pursuant to the Offer to Purchase will be required to surrender the Note, together with the form entitled "Option of the Holder to Elect Purchase" on the reverse side of the Note completed, to the Paying Agent at the address specified in the notice prior to the close of business on the business day immediately preceding the Payment Date;

(6) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the third business day immediately preceding the Payment Date, a telegram, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Notes delivered for purchase and a statement that such Holder is withdrawing his election to have such Notes purchased; and

(7) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered; *provided* that each Note purchased and each new Note issued shall be in a principal amount of $2,000 or integral multiples of $1,000 in excess thereof.

On the Payment Date, the Company shall (a) accept for payment on a pro rata basis Notes or portions thereof tendered pursuant to an Offer to Purchase; (b) deposit with the Paying Agent money sufficient to pay the purchase price of all Notes or portions thereof so accepted; and (c) deliver, or cause to be delivered, to the Trustee all Notes or portions thereof so accepted together with an officers' certificate specifying the Notes or portions thereof accepted for payment by the Company. The Paying Agent shall promptly mail to the Holders of Notes so accepted payment in an amount equal to the purchase price, and the Trustee shall promptly authenticate and mail to such Holders a new Note equal in principal amount to any unpurchased portion of the Note surrendered; *provided* that each Note purchased and each new Note issued shall be in a principal amount of $2,000 or integral multiples of $1,000 in excess thereof. The Company will publicly announce the results of an Offer to Purchase as soon as practicable after the Payment Date. The Trustee shall act as the Paying Agent for an Offer to Purchase. The Company will comply with Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent such laws and regulations are applicable, in the event that the Company is required to repurchase Notes pursuant to an Offer to Purchase. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture relating to an Offer to Purchase, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under such provisions of the Indenture by virtue of such conflict.

"Permitted Additional Restricted Payment" means Restricted Payments made by the Company in an amount not to exceed $75.0 million during any Fiscal Year; *provided*, to the extent that the amount of Permitted Additional Restricted Payments made by the Company during any Fiscal Year is less than the aggregate amount permitted (including after giving effect to this proviso) for such Fiscal Year, then such unutilized amount may be carried forward and utilized by the Company to make Permitted Additional Restricted Payments in any succeeding Fiscal Year or Years and *provided further* that, for each Fiscal Year, the amount shall be increased by an additional $120.0 million so long as both before and after giving effect to such Restricted Payment, the Leverage Ratio is less than 3.75:1.00.

"Permitted Business" means the business of the Company and its Subsidiaries engaged in on the Closing Date and any other activities that are reasonably related, supportive, complementary, ancillary or incidental thereto or reasonable extensions thereof.

"Permitted Factoring Program" means any and all agreements or facilities entered into by the Company or any of its Subsidiaries for the purpose of factoring its receivables or payables for cash consideration.

"Permitted Investment" means:

(1) an Investment in the Company or any Restricted Subsidiary or a Person which will, upon the making of such Investment, become a Restricted Subsidiary (including, if as a result of such Investment, such Person is merged or consolidated with or into or transfers or conveys all or substantially all its assets to the Company or any Restricted Subsidiary);

(2) Temporary Cash Investments;

(3) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses in accordance with GAAP;

(4) stock, obligations or securities received in satisfaction of judgments;

(5) an Investment in an Unrestricted Subsidiary consisting solely of an Investment in another Unrestricted Subsidiary;

(6) Commodity Agreements, Interest Rate Agreements and Currency Agreements intended to protect the Company or its Restricted Subsidiaries against fluctuations in commodity prices, interest rates or foreign currency exchange rates or manage interest rate risk;

(7) loans and advances to employees and officers of the Company and its Restricted Subsidiaries made in the ordinary course of business for bona fide business purposes not to exceed $12.0 million in the aggregate at any one time outstanding;

(8) Investments in securities of trade creditors or customers received

(a) pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers, or

(b) in settlement of delinquent obligations of, and other disputes with, customers, suppliers and others, in each case arising in the ordinary course of business or otherwise in satisfaction of a judgment;

(9) Investments made by the Company or its Restricted Subsidiaries consisting of consideration received in connection with an Asset Sale made in compliance with the "Limitation on Asset Sales" covenant;

(10) Investments of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the Company or at the time such Person merges or consolidates with the Company or any of its Restricted Subsidiaries, in either case, in compliance with the Indenture; *provided* that such Investments were not made by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary of the Company or such merger or consolidation;

(11) Investments in a Receivables Subsidiary or any Investment by a Receivables Subsidiary in any other Person under a Permitted Securitization or a Permitted Factoring Program; *provided* that any Investment in a Receivables Subsidiary is in the form of a Purchase Money Note, contribution of additional receivables and related assets or any equity interests;

(12) Investments to the extent made in exchange for the Issuance of Capital Stock (other than Disqualified Stock) of the Company;

(13) any Investment made within 90 days after the date of the commitment to make the Investment, that when such commitment was made, would have complied with the terms of the Indenture;

(14) repurchases of the Notes or any other outstanding senior indebtedness;

(15) other Investments made since the date of the Indenture that do not exceed, at any one time outstanding, $100.0 million;

(16) Investments in any Person engaged primarily in one or more Permitted Businesses and supporting ongoing business operations of the Company or its Restricted Subsidiaries (including, without limitation, Unrestricted Subsidiaries, and Persons that are not Subsidiaries of the Company) that do not exceed, at any one time outstanding, $100.0 million;

(17) any Investments existing on the Closing Date and any amendment, modification , restatement, extension, renewal, refunding, replacement or refinancing, in whole or in part, thereof; *provided* that the principal amount of any Investment following any such amendment, modification, restatement, extension, renewal, refunding, replacement or refinancing pursuant to this clause (17) shall not exceed the principal amount of such Investment on the Closing Date;

(18) any Investment by any Foreign Subsidiary in (a) any other Foreign Subsidiary or (b) any Person, if as a result of such Investment (x) such Person becomes a Foreign Subsidiary or (y) such Person is merged or consolidated with or into or transfers or conveys all or substantially all of its assets to a Foreign Subsidiary; and

(19) any guarantees of Indebtedness permitted to be incurred by the "Limitation on Indebtedness" covenant.

"Permitted Liens" means:

(1) Liens in connection with a Permitted Securitization or a Permitted Factoring Program;

(2) Liens existing as of the Closing Date and securing indebtedness existing as of the Closing Date and any refinancings, refundings, reallocations, renewals or extensions of such Indebtedness; *provided* that, no such Lien shall encumber any additional property (except for accessions to such property and the products and proceeds thereof) and the amount of Indebtedness secured by such Lien is not increased from that existing on the Closing Date;

(3) Liens securing Indebtedness of the type permitted by clause (7) of the covenant entitled "Limitation on Indebtedness" that, (i) such Lien is granted within 365 days after such Indebtedness is incurred, (ii) the Indebtedness secured thereby does not exceed the lesser of the cost or the fair market value of the applicable property, improvements or equipment at the time of such acquisition (or construction) and (iii) such Lien secures only the assets that are the subject of the Indebtedness referred to in such clause;

(4) Liens securing Indebtedness permitted by under clause (9) of the covenant entitled "Limitation on Indebtedness"; *provided* that, such Liens existed prior to such Person becoming a Restricted Subsidiary, were not created in anticipation thereof and do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary;

(5) Liens in favor of carriers, warehousemen, mechanics, repairmen, materialmen, customs and revenue authorities and landlords and other similar statutory Liens and Liens in favor of suppliers (including sellers of goods pursuant to customary reservations or retention of title, in each case) granted

in the ordinary course of business for amounts not overdue for a period of more than 60 days or are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books or with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(6) Liens incurred or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance or other forms of governmental insurance or benefits, or to secure performance of tenders, statutory obligations, bids, leases, trade contracts or other similar obligations (other than for borrowed money) entered into in the ordinary course of business or to secure obligations on surety and appeal bonds or performance bonds, performance and completion guarantees and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business and (ii) obligations in respect of letters of credit or bank guarantees that have been posted to support payment of the items set forth in the immediately preceding clause (i);

(7) judgment Liens that are being appealed in good faith or with respect to which execution has been stayed or the payment of which is covered in full (subject to a customary deductible) by insurance maintained with responsible insurance companies and which do not otherwise result in an Event of Default;

(8) easements, rights-of-way, covenants, conditions, building codes, restrictions, reservations, minor defects or irregularities in title and other similar encumbrances and matters that would be disavowed by a full survey of real property not interfering in any material respect with the value or use of the affected or encumbered real property to which such Lien is attached;

(9) Liens securing Indebtedness permitted by clause (8) of the covenant entitled "Limitation on Indebtedness";

(10) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution and Liens attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business;

(11) (i) licenses, sublicenses, leases or subleases granted to third Persons in the ordinary course of business not interfering in any material respect with the business of the Company or any of its Restricted Subsidiaries, (ii) other agreements with respect to the use and occupancy of real property entered into in the ordinary course of business or in connection with an Asset Sale permitted by the covenant entitled "Limitation on Asset Sales" or (iii) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by the Company or any of its Restricted Subsidiaries or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(12) Liens on the property of the Company or any of its Restricted Subsidiaries securing (i) the non-delinquent performance of bids, trade contracts (other than for borrowed money), leases, licenses and statutory obligations, (ii) Contingent Liabilities on surety and appeal bonds, and (iii) other non-delinquent obligations of a like nature; in each case, incurred in the ordinary course of business;

(13) Liens on Receivables transferred to a Receivables Subsidiary under a Permitted Securitization or a Permitted Factoring Program;

(14) Liens upon specific items or inventory or other goods and proceeds of the Company or any of its Restricted Subsidiaries securing such Person's obligations in respect of bankers' acceptances or documentary letters of credit issued or created for the account of such Person to facilitate the shipment or storage of such inventory or other goods;

(15) Liens (i) (A) on advances of cash or Cash Equivalents in favor of the seller of any property to be acquired as a Permitted Investment to be applied against the purchase price for such Permitted Investment and (B) consisting of an agreement involving an Asset Sale permitted by the covenant entitled

"Limitation on Asset Sales," in each case under this clause (i), solely to the extent such Permitted Investment or Asset Sale, as the case may be, would have been permitted on the date of the creation of such Lien and (ii) on earnest money deposits of cash or Cash Equivalents made by the Company or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(16) Liens arising from precautionary Uniform Commercial Code financing statement filings (or similar filings under other applicable Law);

(17) Liens (i) arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods (including under Article 2 of the UCC) and Liens that are contractual rights of set-off relating to purchase orders and other similar agreements entered into by the Company or any of its Restricted Subsidiaries and (ii) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness and (iii) relating to pooled deposit or sweep accounts of the Company or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations in each case in the ordinary course of business and not prohibited by this Agreement;

(18) ground leases in respect of real property on which facilities owned or leased by the Company or any of its Restricted Subsidiaries are located or any Liens senior to any lease, sub-lease or other agreement under which the Company or any of its Restricted Subsidiaries uses or occupies any real property;

(19) Liens constituting security given to a public or private utility or any Governmental Authority as required in the ordinary course of business;

(20) pledges or deposits of cash and Cash Equivalents securing deductibles, self-insurance, co-payment, co-insurance, retentions and similar obligations to providers of insurance in the ordinary course of business;

(21) Liens on (A) incurred premiums, dividends and rebates which may become payable under insurance policies and loss payments which reduce the incurred premiums on such insurance policies and (B) rights which may arise under State insurance guarantee funds relating to any such insurance policy, in each case securing Indebtedness permitted to be incurred pursuant to clause (12)(i) of the covenant entitled "Limitation on Indebtedness";

(22) Liens for taxes not at the time delinquent or thereafter payable without penalty or being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books or with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect; and

(23) Liens in respect of Hedging Obligations.

"*Permitted Securitization*" means any sale, transfer or other disposition by the Company or any of its Restricted Subsidiaries of Receivables and related collateral, credit support and similar rights and any other assets that are customarily transferred in a securitization of receivables, pursuant to one or more securitization programs, to a Receivables Subsidiary or a Person who is not an Affiliate of the Company; *provided* that (i) the consideration to be received by the Company and its Restricted Subsidiaries other than a Receivables Subsidiary for any such disposition consists of cash, a promissory note or a customary contingent right to receive cash in the nature of a "hold-back" or similar contingent right, (ii) no Default shall have occurred and be continuing or would result therefrom, and (iii) the aggregate outstanding balance of the Indebtedness in respect of all such programs at any point in time is not in excess of $500.0 million.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Purchase Money Note*" means a promissory note evidencing a line of credit, or evidencing other Indebtedness owed to the Company or any Restricted Subsidiary in connection with a Permitted Securitization or a Permitted Factoring Program, which note shall be repaid from cash available to the maker of such note,

other than amounts required to be established as reserves, amounts paid to investors in respect of interest, principal and other amounts owing to such investors and amounts paid in connection with the purchase of newly generated accounts receivable.

"Receivable" shall mean a right to receive payment arising from a sale or lease of goods or the performance of services by a Person pursuant to an arrangement with another Person pursuant to which such other Person is obligated to pay for goods or services under terms that permit the purchase of such goods and services on credit and shall include, in any event, any items of property that would be classified as an "account," "chattel paper," "payment intangible" or "instrument" under the UCC and any supporting obligations.

"Receivables Subsidiary" shall mean any Wholly Owned Restricted Subsidiary of the Company (or another Person in which the Company or any Restricted Subsidiary makes an Investment and to which the Company or one or more of its Restricted Subsidiaries transfer Receivables and related assets) which engages in no activities other than in connection with the financing of Receivables and which is designated by the Board of Directors of the applicable Restricted Subsidiary (as provided below) as a Receivables Subsidiary and which meets the following conditions:

(a) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which:

(i) is guaranteed by the Company or any Restricted Subsidiary (that is not a Receivables Subsidiary);

(ii) is recourse to or obligates the Company or any Restricted Subsidiary (that is not a Receivables Subsidiary); or

(iii) subjects any property or assets of the Company or any Restricted Subsidiary (that is not a Receivables Subsidiary), directly or indirectly, contingently or otherwise, to the satisfaction thereof;

(b) with which neither the Company nor any Restricted Subsidiary (that is not a Receivables Subsidiary) has any material contract, agreement, arrangement or understanding (other than Standard Securitization Undertakings); and

(c) to which neither the Company nor any Restricted Subsidiary (that is not a Receivables Subsidiary) has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the applicable Restricted Subsidiary shall be evidenced by a certified copy of the resolution of the Board of Directors of such Restricted Subsidiary giving effect to such designation and an officers certificate certifying, to the best of such officer's knowledge and belief, that such designation complies with the foregoing conditions.

"Replacement Assets" means, on any date, property or assets (other than current assets) of a nature or type or that are used or useful in a Permitted Business (or an Investment in a Permitted Business).

"Restricted Subsidiary" means any Subsidiary of the Company other than an Unrestricted Subsidiary.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, and its successors.

"SEC" means the United States Securities and Exchange Commission or any successor agency.

"Secured Leverage Ratio" means, as of any date of determination, the ratio of

(a) Total Secured Debt of the Company outstanding on the last day of the most recently ended fiscal quarter for which reports have been filed with the SEC or provided to the Trustee to

(b) Consolidated EBITDA of the Company computed for the then most recent four fiscal quarters prior to such date for which reports have been filed with the SEC or provided to the Trustee (with Consolidated EBITDA calculated on a pro forma basis giving effect to all adjustments contemplated by the definition of "Fixed Charge Coverage Ratio").

"*Significant Subsidiary*" means, any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the date of the Indenture.

"*Standard Securitization Undertakings*" shall mean representations, warranties, covenants and indemnities entered into by the Company or any Restricted Subsidiary which are reasonably customary in a securitization of Receivables.

"*Stated Maturity*" means, (1) with respect to any debt security, the date specified in such debt security as the fixed date on which the final installment of principal of such debt security is due and payable and (2) with respect to any scheduled installment of principal of or interest on any debt security, the date specified in such debt security as the fixed date on which such installment is due and payable.

"*Subsidiary*" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the voting power of the outstanding Voting Stock is owned, directly or indirectly, by such Person and one or more other Subsidiaries of such Person.

"*Subsidiary Guarantor*" means any Subsidiary of the Company that is a Guarantor of the Notes, including any Restricted Subsidiary of the Company which provides a Note Guarantee of the Company's obligations under the Indenture and the Notes pursuant to the "Limitation on Issuance of Guarantees by Restricted Subsidiaries" covenant.

"*Temporary Cash Investment*" means any of the following:

(a) any direct obligation of (or unconditionally guaranteed by) the United States or a State thereof (or any agency or political subdivision thereof, to the extent such obligations are supported by the full faith and credit of the United States or a State thereof) maturing not more than one year after such time;

(b) commercial paper maturing not more than 270 days from the date of issue, which is issued by (i) a corporation (other than an Affiliate of the Company or any Subsidiary of the Company) organized under the laws of any State of the United States or of the District of Columbia and rated A-1 or higher by S&P or P-1 or higher by Moody's;

(c) any certificate of deposit, time deposit or bankers acceptance, maturing not more than one year after its date of issuance, which is issued by any bank organized under the laws of the United States (or any State thereof) and which has (A) a credit rating of A2 or higher from Moody's or A or higher from S&P and (B) a combined capital and surplus greater than $500.0 million;

(d) any repurchase agreement having a term of 30 days or less entered into with any commercial banking institution satisfying the criteria set forth in clause (c) which (i) is secured by a fully perfected security interest in any obligation of the type described in clause (a), and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such commercial banking institution thereunder;

(e) with respect to any Foreign Subsidiary, non-Dollar denominated (i) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Person maintains its chief executive office or principal place of business or is organized; *provided* such country is a member of the Organization for Economic Cooperation and Development, and which has a short-term commercial paper rating from S&P of at least "A-1" or the equivalent thereof or from Moody's of at least "P-1" or the equivalent thereof (any such bank being an "Approved Foreign Bank") and maturing within one year of the date of acquisition and (ii) equivalents of demand deposit accounts which are maintained with an Approved Foreign Bank; or

(f) readily marketable obligations issued or directly and fully guaranteed or insured by the government or any agency or instrumentality of any member nation of the European Union whose legal tender is the Euro and which are denominated in Euros or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in

connection with any business conducted by any Foreign Subsidiary organized in such jurisdiction, having (i) one of the three highest ratings from either Moody's or S&P and (ii) maturities of not more than one year from the date of acquisition thereof; *provided* that the full faith and credit of any such member nation of the European Union is pledged in support thereof.

"*Total Assets*" means, as of any date, the total consolidated assets of the Company and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet of the Company filed with the SEC or delivered to the Trustee.

"*Total Debt*" means, on any date and with respect to any Person, the outstanding principal amount of all:

(1) obligations of such Person and its Restricted Subsidiaries for borrowed money or advances and all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;

(2) monetary obligations, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and banker's acceptances issued for the account of such Person and its Restricted Subsidiaries; and

(3) all Capitalized Lease Obligations of such Person and its Restricted Subsidiaries; minus

(4) an amount equal to the unrestricted cash and Temporary Cash Investments of such Person and its Restricted Subsidiaries,

in each case exclusive of intercompany Indebtedness between such Person and its Restricted Subsidiaries and any Contingent Liability in respect of any of the foregoing and calculated in accordance with GAAP on a consolidated basis.

"*Total Secured Debt*" means, on any date and with respect to any Person, the Total Debt of such Person as of that date that is secured by a Lien, calculated in accordance with GAAP on a consolidated basis.

"*Trade Payables*" means, with respect to any Person, any accounts payable or any other indebtedness or monetary obligation to trade creditors created, assumed or Guaranteed by such Person or any of its Subsidiaries arising in the ordinary course of business in connection with the acquisition of goods or services.

"*Transactions*" means, collectively, (i) the issuance of the Notes, (ii) the repayment of borrowings under certain credit facilities of the Company concurrent with the closing of the offering of the Notes, and (iii) the payment of fees and expenses in connection and in accordance with the foregoing.

"*Transaction Date*" means, with respect to the Incurrence of any Indebtedness, the date such Indebtedness is to be Incurred and, with respect to any Restricted Payment, the date such Restricted Payment is to be made.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to December 15, 2015; *provided*, however, that if the period from the redemption date to December 15, 2015 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to December 15, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used. The Company will (a) calculate the Treasury Rate as of the second Business Day preceding the applicable redemption date and (b) prior to such redemption date file with the Trustee an Officers' Certificate setting forth the Applicable Premium and the Treasury Rate and showing the calculation of each in reasonable detail.

"*Unrestricted Subsidiary*" means (1) any Subsidiary of the Company that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided below and

(2) any Subsidiary of an Unrestricted Subsidiary. The Board of Directors may designate any Restricted Subsidiary (including any newly acquired or newly formed Subsidiary of the Company) to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, the Company or any Restricted Subsidiary; *provided* that (A) any Guarantee by the Company or any Restricted Subsidiary of any Indebtedness of the Subsidiary being so designated shall be deemed an "Incurrence" of such Indebtedness and an "Investment" by the Company or such Restricted Subsidiary (or both, if applicable) at the time of such designation; (B) either (I) the Subsidiary to be so designated has total assets of $2.0 million or less or (II) if such Subsidiary has assets greater than $2.0 million, such designation would be permitted under the "Limitation on restricted payments" covenant; and (C) if applicable, the Incurrence of Indebtedness and the Investment referred to in clause (A) of this proviso would be permitted under the "Limitation on indebtedness" and "Limitation on restricted payments" covenants. The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that (a) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such designation and (b) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately after such designation would, if Incurred at such time, have been permitted to be Incurred (and shall be deemed to have been Incurred) for all purposes of the Indenture. Any such designation by the Board of Directors shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the resolution of the Board of Directors giving effect to such designation and an officers' certificate certifying that such designation complied with the foregoing provisions.

"*U.S. Government Obligations*" means securities that are (1) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case, are not callable or redeemable at the option of the Company thereof at any time prior to the Stated Maturity of the Notes, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such custodian for the account of the holder of a depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of interest on or principal of the U.S. Government Obligation evidenced by such depository receipt.

"*Voting Stock*" means with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

"*Wholly Owned*" of any specified Person, as of any date, means the Capital Stock of such Person (other than directors' and foreign nationals' qualifying shares) that is at the time entitled to vote in the election of the Board of Directors of such Person is owned by the referent Person.

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

We, the guarantors and the initial purchasers entered into a registration rights agreement in connection with the issuance of the old notes on November 9, 2010. Under the registration rights agreement, we and the guarantors have agreed to:

- file a registration statement on or prior to 180 days after November 9, 2010 (or if such 180th day is not a Business Day (as defined in the registration rights agreement), the next succeeding Business Day) enabling holders of outstanding notes to exchange the privately placed old notes for publicly registered exchange notes with substantially identical terms;

- use all commercially reasonable efforts to cause the registration statement to be declared effective by the SEC on or prior to 270 days after November 9, 2010 (or if such 270th day is not a Business Day (as defined in the registration rights agreement), the next succeeding Business Day); and
- unless the exchange offer would not be permitted by applicable law or SEC policy, commence the exchange offer and use all commercially reasonable efforts to issue exchange notes in exchange for all notes tendered in the exchange offer.

Under the registration rights agreement that we, the guarantors and the initial purchasers entered into in connection with the issuance of the old notes on November 9, 2010, we and the guarantors will use all commercially reasonable efforts to file a shelf registration statement, which may be an amendment to this registration statement, with the SEC on or prior to 30 days after such filing obligation arises (or if such 30th day is not a Business Day (as defined in the registration rights agreement), the next succeeding Business Day) and will use all commercially reasonable efforts to cause such shelf registration statement to be declared effective by the SEC on or prior to 90 days after such obligation arises (or if such 90th day is not a Business Day (as defined in the registration rights agreement), the next succeeding Business Day) if:

- the issuer and the guarantors are not required to file an exchange offer registration statement or permitted to consummate the exchange offer because the exchange offer is not permitted by applicable law or SEC policy; or
- any holder of the old notes notifies the issuer prior to the 20th Business Day following the consummation of the exchange offer that:
  - it is prohibited by law or SEC policy from participating in the exchange offer;
  - it may not resell the exchange notes acquired by it in the exchange offer to the public without delivering a prospectus and the prospectus contained in the exchange offer registration statement is not appropriate or available for such resales; or
  - it is a broker-dealer and owns old notes acquired directly from the issuer or an affiliate of the issuer.

We and the guarantors will pay additional interest on the old notes for the periods described below if:

- we and the guarantors fail to file any of the registration statements required by the registration rights agreement on or before the date specified for such filing;
- any of such registration statements is not declared effective by the SEC on or prior to the date specified for such effectiveness;
- we and the guarantors fail to consummate the exchange offer within 30 business days of the effectiveness target date with respect to the exchange offer registration statement; or
- the shelf registration statement or the exchange offer registration statement is declared effective but thereafter ceases to be effective or usable in connection with resales or exchanges of the notes during the periods specified in the registration rights agreement.

You will not have any remedy other than liquidated damages on the notes if we fail to meet the deadlines listed above, which we refer to as a registration default. When there is a registration default, the interest rate of the notes will increase by one-quarter of one percent per year for the first 90-day period. The interest rate (as so increased) will increase by an additional one-quarter of one percent each subsequent 90-day period until all registration defaults have been cured, up to an aggregate maximum increase in the interest rate equal to one percent (1%) per annum. Following the cure of all registration defaults, the accrual of additional interest will cease and the interest rate will revert to the original rate.

Resale of Exchange Notes

Based on interpretations of the SEC staff set forth in no-action letters issued to unrelated third parties, we believe that exchange notes issued in the exchange offer in exchange for old notes may be offered for resale,

resold and otherwise transferred by any exchange note holder without compliance with the registration and prospectus delivery provisions of the Securities Act, if:

- such holder is not an "affiliate" of ours within the meaning of Rule 405 under the Securities Act;
- such exchange notes are acquired in the ordinary course of the holder's business; and
- the holder does not intend to participate in the distribution of such exchange notes.

Any holder who tenders in the exchange offer with the intention of participating in any manner in a distribution of the exchange notes:

- cannot rely on the position of the staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

If, as stated above, a holder cannot rely on the position of the staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters, any effective registration statement used in connection with a secondary resale transaction must contain the selling security holder information required by Item 507 of Regulation S-K under the Securities Act.

This prospectus may be used for an offer to resell, for the resale or for other retransfer of exchange notes only as specifically set forth in this prospectus. With regard to broker-dealers, only broker-dealers that acquired the old notes as a result of market-making activities or other trading activities may participate in the exchange offer. Each broker-dealer that receives exchange notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes.

Please read the section captioned "Plan of Distribution" for more details regarding these procedures for the transfer of exchange notes. We have agreed to use commercially reasonable efforts to keep the registration statement of which this prospectus forms a part effective and to amend and supplement this prospectus in order to permit this prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act for a period ending on the earlier of (1) 180 days from the date on which the registration statement of which this prospectus forms a part is declared effective and (2) the date on which broker-dealers are no longer required to deliver a prospectus in connection with market making or other trading activities. We have also agreed that we will make a sufficient number of copies of this prospectus available to any selling holders of the exchange notes or broker-dealer for use in connection with any resale of the exchange notes.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept for exchange any old notes properly tendered and not withdrawn prior to the expiration date. We will issue a like principal amount of exchange notes in exchange for each $2,000 principal amount of old notes surrendered under the exchange offer. We will issue $1,000 integral multiple amount of exchange notes in exchange for each $1,000 integral multiple amount of old notes surrendered under the exchange offer. Old notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The form and terms of the exchange notes will be substantially identical to the form and terms of the old notes except the exchange notes will be registered under the Securities Act, will not bear legends restricting their transfer and will not provide for any additional interest upon our failure to fulfill our obligations under the registration rights agreement to file, and cause to become effective, a registration statement. The exchange notes will evidence the same debt as the old notes. The exchange notes will be issued under and entitled to the benefits of the same indenture that authorized the issuance of the outstanding old notes. Consequently, both series of notes will be treated as a single class of debt securities under the indenture.

The exchange offer is not conditioned upon any minimum aggregate principal amount of old notes being tendered for exchange.

As of the date of this prospectus, $1,000,000,000 aggregate principal amount of the old notes are outstanding. There will be no fixed record date for determining registered holders of old notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement, the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC. Old notes that are not tendered for exchange in the exchange offer will remain outstanding and continue to accrue interest and will be entitled to the rights and benefits such holders have under the indenture relating to the old notes.

We will be deemed to have accepted for exchange properly tendered old notes when we have given oral notice (which is subsequently confirmed in writing) or written notice of the acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purposes of receiving the exchange notes from us and delivering exchange notes to such holders. Subject to the terms of the registration rights agreement, we expressly reserve the right to amend or terminate the exchange offer, and not to accept for exchange any old notes not previously accepted for exchange, upon the occurrence of any of the conditions specified below under the caption "— Conditions to the Exchange Offer."

By tendering your old notes, you will represent to us that, among other things:

- any exchange notes that you receive will be acquired in the ordinary course of your business;
- you are not engaging in or intending to engage in a distribution of the exchange notes and you have no arrangement or understanding with any person or entity, including any of our affiliates, to participate in the distribution of the exchange notes;
- if you are a broker-dealer that will receive exchange notes for your own account in exchange for old notes that were acquired as a result of market-making activities, that you will deliver a prospectus, as required by law, in connection with any resale of the exchange notes; and
- you are not our "affiliate" as defined in Rule 405 under the Securities Act, or, if you are an affiliate, you will comply with any applicable registration and prospectus delivery requirements of the Securities Act.

Holders who tender old notes in the exchange offer will not be required to pay brokerage commissions or fees, or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of old notes. We will pay all charges and expenses, other than those transfer taxes described below, in connection with the exchange offer. It is important that you read the section labeled "— Fees and Expenses" below for more details regarding fees and expenses incurred in the exchange offer.

Expiration Date; Extensions; Amendments

The exchange offer for the old notes will expire at 5:00 p.m., New York City time, on , 2011, unless we extend it in our sole discretion.

In order to extend the exchange offer, we will notify the exchange agent orally or in writing of any extension. We will notify in writing or by public announcement the registered holders of old notes of the extension no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.

We reserve the right, in our sole discretion:

- to delay accepting for exchange any old notes in connection with the extension of the exchange offer;
- to extend the exchange offer or to terminate the exchange offer and to refuse to accept old notes not previously accepted if any of the conditions set forth below under "— Conditions to the Exchange

Offer" have not been satisfied, by giving oral or written notice of such extension or termination to the exchange agent; or

- subject to the terms of the registration rights agreement, to amend the terms of the exchange offer in any manner, *provided* that in the event of a material change in the exchange offer, including the waiver of a material condition, we will extend the exchange offer period, if necessary, so that at least five business days remain in the exchange offer following notice of the material change.

Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by written notice or public announcement thereof to the registered holders of old notes. If we amend the exchange offer in a manner that we determine to constitute a material change, we will promptly disclose such amendment in a manner reasonably calculated to inform the holders of old notes of such amendment, *provided* that in the event of a material change in the exchange offer, including the waiver of a material condition, we will extend the exchange offer period, if necessary, so that at least five business days remain in the exchange offer following notice of the material change. If we terminate this exchange offer as provided in this prospectus before accepting any old notes for exchange or if we amend the terms of this exchange offer in a manner that constitutes a fundamental change in the information set forth in the registration statement of which this prospectus forms a part, we will promptly file a post-effective amendment to the registration statement of which this prospectus forms a part. In addition, we will in all events comply with our obligation to make prompt delivery of exchange notes for all old notes properly tendered and accepted for exchange in the exchange offer.

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, extension, termination or amendment of the exchange offer, we shall have no obligation to publish, advertise, or otherwise communicate any such public announcement, other than by issuing a timely press release to a financial news service.

Conditions to the Exchange Offer

Despite any other term of the exchange offer, we will not be required to accept for exchange, or exchange any exchange notes for, any old notes, and we may terminate the exchange offer as provided in this prospectus before accepting any old notes for exchange if in our sole judgment:

- the exchange offer, or the making of any exchange by a holder of old notes, would violate applicable law or any applicable interpretation of the staff of the SEC or materially impair the contemplated benefits of the exchange offer to us;
- any governmental approval has not been obtained which we believe to be necessary for the consummation of the exchange offer as contemplated by this prospectus; or
- any action or proceeding has been instituted or threatened in any court or by or before any governmental agency with respect to the exchange offer that, in our judgment, would reasonably be expected to impair our ability to proceed with the exchange offer.

In addition, we will not be obligated to accept for exchange the old notes of any holder that has not made:

- the representations described under "— Procedures for Tendering Old Notes" and "Plan of Distribution;" and
- such other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to make available to us an appropriate form for registration of the new notes under the Securities Act.

We expressly reserve the right, at any time or at various times on or prior to the scheduled expiration date of the exchange offer, to extend the period of time during which the exchange offer is open. Consequently, we may delay acceptance of any old notes by giving written notice of such extension to the registered holders of the old notes. During any such extensions, all old notes previously tendered will remain

subject to the exchange offer, and we may accept them for exchange unless they have been previously withdrawn. We will return any old notes that we do not accept for exchange for any reason without expense to their tendering holder promptly after the expiration or termination of the exchange offer.

We expressly reserve the right to amend or terminate the exchange offer on or prior to the scheduled expiration date of the exchange offer, and to reject for exchange any old notes not previously accepted for exchange, upon the occurrence of any of the conditions to termination of the exchange offer specified above. We will give written notice or public announcement of any extension, amendment, non-acceptance or termination to the registered holders of the old notes as promptly as practicable. In the case of any extension, such notice will be issued no later than 9:00 a.m., New York City time on the business day after the previously scheduled expiration date.

These conditions are for our sole benefit and we may, in our sole discretion, assert them regardless of the circumstances that may give rise to them or waive them in whole or in part at any or at various times except that all conditions to the exchange offer must be satisfied or waived by us prior to acceptance of your notes. If we fail at any time to exercise any of the foregoing rights, that failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times prior to the expiration of the exchange offer. Any waiver by us will be made by written notice or public announcement to the registered holders of the notes and any such waiver shall apply to all the registered holders of the notes.

In addition, we will not accept for exchange any old notes tendered, and will not issue exchange notes in exchange for any such old notes, if at such time any stop order is threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the indenture under the Trust Indenture Act of 1939, as amended.

Procedures for Tendering Old Notes

Only a holder of old notes may tender such old notes in the exchange offer. To tender in the exchange offer, a holder must complete, sign and date the letter of transmittal, or a facsimile thereof, have the signatures thereon guaranteed if required by the letter of transmittal or transmit an agent's message in connection with a book-entry transfer, and mail or otherwise deliver the letter of transmittal or the facsimile, together with the old notes and any other required documents, to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date. To be tendered effectively, the old notes, letter of transmittal or an agent's message and other required documents must be completed and received by the exchange agent at the address set forth below under "— Exchange Agent" prior to 5:00 p.m., New York City time, on the expiration date. Delivery of the old notes may be made by book-entry transfer in accordance with the procedures described below. Confirmation of the book-entry transfer must be received by the exchange agent prior to the expiration date.

If you are a DTC participant that has old notes which are credited to your DTC account by book-entry and which are held of record by DTC's nominee, as applicable, you may tender your old notes by book-entry transfer as if you were the record holder. Because of this, references herein to registered or record holders include DTC.

If you are not a DTC participant, you may tender your old notes by book-entry transfer by contacting your broker, dealer or other nominee or by opening an account with a DTC participant, as the case may be.

If you are DTC participant, to tender old notes in the exchange offer:

- you must comply with DTC's Automated Tender Offer Program, or ATOP, procedures described below; and
- the exchange agent must receive a timely confirmation of a book-entry transfer of the old notes into its account at DTC through ATOP pursuant to the procedure for book-entry transfer described below, along with a properly transmitted agent's message, before the expiration date.

Participants in DTC's ATOP program must electronically transmit their acceptance of the exchange by causing DTC to transfer the old notes to the exchange agent in accordance with DTC's ATOP procedures for

transfer. DTC will then send an agent's message to the exchange agent. With respect to the exchange of the old notes, the term "agent's message" means a message transmitted by DTC, received by the exchange agent and forming part of the book-entry confirmation, which states that:

- DTC has received an express acknowledgment from a participant in its ATOP that is tendering old notes that are the subject of the book-entry confirmation;
- the participant has received and agrees to be bound by the terms and subject to the conditions set forth in this prospectus and the letter of transmittal; and
- we may enforce the agreement against such participant.

Delivery of an agent's message will also constitute an acknowledgment from the tendering DTC participant that the representations described below in this prospectus and letter of transmittal are true and correct and when received by the exchange agent will form a part of a confirmation of book-entry transfer in which you acknowledge and agree to be bound by the terms of the letter of transmittal.

Any beneficial owner whose outstanding notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact the registered holder promptly and instruct the registered holder to tender on the beneficial owner's behalf. See "Instructions to Registered Holder and/or Book-Entry Transfer Facility Participant from Beneficial Owner" included with the letter of transmittal.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a member of the Medallion System unless the outstanding notes tendered pursuant to the letter of transmittal are tendered (1) by a registered holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal or (2) for the account of a member firm of the Medallion System. In the event that signatures on a letter of transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, the guarantee must be by a member firm of the Medallion System.

If the letter of transmittal is signed by a person other than the registered holder of any old notes listed in this prospectus, the old notes must be endorsed or accompanied by a properly completed bond power, signed by the registered holder as the registered holder's name appears on the old notes with the signature thereon guaranteed by a member firm of the Medallion System.

If the letter of transmittal or any old notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, the person signing should so indicate when signing, and evidence satisfactory to us of its authority to so act must be submitted with the letter of transmittal.

In addition, each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

Guaranteed Delivery Procedures

If you desire to tender old notes pursuant to the exchange offer and (1) time will not permit your letter of transmittal and all other required documents to reach the exchange agent on or prior to the expiration date, or (2) the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed on or prior to the expiration date, you may nevertheless tender such old notes with the effect that such tender will be deemed to have been received on or prior to the expiration date if all the following conditions are satisfied:

- you must effect your tender through an "eligible guarantor institution";
- a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by us herewith, or an agent's message with respect to guaranteed delivery that is accepted by us, is received by the exchange agent on or prior to the expiration date as provided below; and

- a book-entry confirmation of the transfer of such notes into the exchange agent account at DTC as described above, together with a letter of transmittal (or a manually signed facsimile of the letter of transmittal) properly completed and duly executed, with any signature guarantees and any other documents required by the letter of transmittal or a properly transmitted agent's message, are received by the exchange agent within three New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by hand delivery, facsimile transmission or mail to the exchange agent and must include a guarantee by an eligible guarantor institution in the form set forth in the notice of guaranteed delivery.

Book-Entry Transfer

The exchange agent will make a request to establish an account with respect to the old notes at DTC for purposes of the exchange offer promptly after the date of this prospectus; and any financial institution participating in DTC's system may make book-entry delivery of old notes by causing DTC to transfer such old notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. However, unless an agent's message is received by the exchange agent in compliance with ATOP, an appropriate letter of transmittal properly completed and duly executed with any required signature guarantee and all other required documents must in each case be transmitted to and received or confirmed by the exchange agent at its address set forth in this prospectus on or prior to the expiration date, or, if the guaranteed delivery procedures are complied with, within the time period provided under the procedures. Delivery of documents to DTC does not constitute delivery to the exchange agent.

Withdrawal Rights

Except as otherwise provided in this prospectus, you may withdraw your tender of old notes at any time before 5:00 p.m., New York City time, on the expiration date.

To withdraw a tender of old notes in the exchange offer, the applicable exchange agent must receive a letter or facsimile notice of withdrawal at its address set forth below under "— Exchange Agent" before the time indicated above. Any notice of withdrawal must:

- specify the name of the person who deposited the old notes to be withdrawn;
- identify the old notes to be withdrawn including the certificate number or numbers and aggregate principal amount of old notes to be withdrawn or, in the case of old notes transferred by book-entry transfer, the name and number of the account at DTC to be credited and otherwise comply with the procedures of the relevant book-entry transfer facility;
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which the old notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the old notes register the transfer of the old notes into the name of the person withdrawing the tender; and
- specify the name in which the old notes being withdrawn are to be registered, if different from that of the person who deposited the notes.

We will determine in our sole discretion all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal. Our determination will be final and binding on all parties. Any old notes withdrawn in this manner will be deemed not to have been validly tendered for purposes of the exchange offer. We will not issue exchange notes for such withdrawn old notes unless the old notes are validly retendered. We will return to you any old notes that you have tendered but that we have not accepted for exchange without cost as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. You may retender properly withdrawn old notes by following one of the procedures described above at any time before the expiration date.

Exchange Agent

We have appointed Branch Banking & Trust Company as exchange agent for the exchange offer of old notes.

You should direct questions and requests for assistance and requests for additional copies of this prospectus or the letter of transmittal and requests for Notice of Guaranteed Delivery to the exchange agent addressed as follows:

By Overnight Courier or Registered/Certified Mail:
Branch Banking & Trust Company
223 W. Nash Street
Wilson, North Carolina 27893
Attn: Corporate Trust

Facsimile Transmission:
(252) 246-4303
For information or to confirm receipt of facsimile by telephone (call toll-free):
(800) 682-6903

Fees and Expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail; however, we may make additional solicitations by telephone or in person by our officers and regular employees and those of our affiliates.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its related reasonable out-of-pocket expenses.

Our expenses in connection with the exchange offer include:

- SEC registration fees;
- fees and expenses of the exchange agent and trustee;
- accounting and legal fees;
- printing costs; and
- related fees and expenses.

Transfer Taxes

We will pay all of the transfer taxes, if any, applicable to the exchange of old notes under the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing old notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, any person other than the registered holder of old notes tendered; or
- a transfer tax is imposed for any reason other than the exchange of old notes under the exchange offer.

If satisfactory evidence of payment of such taxes is not submitted, the amount of such transfer taxes will be billed to that tendering holder.

Consequences of Failure to Exchange

Holders of old notes who do not exchange their old notes for exchange notes under the exchange offer, including as a result of failing to timely deliver old notes to the exchange agent, together with all required documentation, will remain subject to the restrictions on transfer of such old notes:

- as set forth in the legend printed on the old notes as a consequence of the issuance of the old notes pursuant to the exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws; and
- otherwise as set forth in the offering memorandum distributed in connection with the private offering of the old notes.

In addition, holders of old notes who do not exchange their old notes for old notes under the exchange offer will no longer have any registration rights or be entitled to liquidated damages under the registration rights agreement.

In general, you may not offer or sell the old notes unless they are registered under the Securities Act, or if the offer or sale is exempt from registration under the Securities Act and applicable state securities laws. Except as required by the registration rights agreement, we do not intend to register resales of the old notes under the Securities Act. Based on interpretations of the SEC staff, old notes issued pursuant to the exchange offer may be offered for resale, resold or otherwise transferred by their holders, other than any such holder that is our "affiliate" within the meaning of Rule 405 under the Securities Act, without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that the holders acquired the exchange notes in the ordinary course of the holders' business and the holders have no arrangement or understanding with respect to the distribution of the exchange notes to be acquired in the exchange offer. Any holder who tenders old notes in the exchange offer for the purpose of participating in a distribution of the exchange notes:

- cannot rely on the applicable interpretations of the SEC; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

After the exchange offer is consummated, if you continue to hold any old notes, you may have difficulty selling them because there will be fewer old notes outstanding.

Accounting Treatment

We will record the exchange notes in our accounting records at the same carrying value as the old notes, as reflected in our accounting records on the date of exchange. Accordingly, we will not recognize any gain or loss for accounting purposes in connection with the exchange offer.

Other

Participation in the exchange offer is voluntary, and you should carefully consider whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

We may in the future seek to acquire untendered old notes in the open market or privately negotiated transactions, through subsequent exchange offers or otherwise. We have no present plans to acquire any old notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered old notes.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain United States federal income tax considerations relating to the exchange of old notes for exchange notes in the exchange offer. It does not contain a complete analysis of all the potential tax considerations relating to the exchange. This summary is limited to holders of old notes who hold the old notes as "capital assets" (in general, assets held for investment). Special situations, such as the following, are not addressed:

- tax consequences to holders who may be subject to special tax treatment, such as tax-exempt entities, dealers in securities or currencies, banks, other financial institutions, insurance companies, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings or corporations that accumulate earnings to avoid United States federal income tax;
- tax consequences to persons holding notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;
- tax consequences to holders whose "functional currency" is not the United States dollar;
- tax consequences to persons who hold notes through a partnership or similar pass-through entity;
- United States federal gift tax, estate tax or alternative minimum tax consequences, if any; or
- any state, local or non-United States tax consequences.

The discussion below is based upon the provisions of the United States Internal Revenue Code of 1986, as amended, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from those discussed below.

Consequences of Tendering Old Notes

The exchange of your old notes for exchange notes in the exchange offer should not constitute an exchange for United States federal income tax purposes because the exchange notes should not be considered to differ materially in kind or extent from the old notes. Accordingly, the exchange offer should have no United States federal income tax consequences to you if you exchange your old notes for exchange notes. For example, there should be no change in your tax basis and your holding period should carry over to the exchange notes. In addition, the United States federal income tax consequences of holding and disposing of your exchange notes should be the same as those applicable to your old notes.

The preceding discussion of certain United States federal income tax considerations of the exchange offer is for general information only and is not tax advice. Accordingly, each investor should consult its own tax advisor as to particular tax consequences to it of exchanging old notes for exchange notes, including the applicability and effect of any state, local or foreign tax laws, and of any proposed changes in applicable laws.

PLAN OF DISTRIBUTION

Each participating broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a participating broker-dealer in connection with resales of exchange notes received by it in exchange for old notes where such old notes were acquired as a result of market-making activities or other trading activities. We have agreed that, upon request, we will make a sufficient number of copies of this prospectus, as amended or supplemented, available to any participating broker-dealer for use in connection with any such resale for a period ending on the earlier of (1) 180 days from the date on which the registration statement of which this

prospectus forms a part is declared effective and (2) the date on which broker-dealers are no longer required to deliver a prospectus in connection with market making or other trading activities.

We will not receive any proceeds from any sales of the exchange notes by participating broker-dealers. Exchange notes received by participating broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such participating broker-dealer and/or the purchasers of any such exchange notes. Any participating broker-dealer that resells the exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a participating broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

We have agreed to pay all expenses incident to the exchange offer, other than commissions or concessions of any broker-dealers, and will indemnify the holders of the old notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

That the notes are duly authorized by the issuer, and certain other matters of Maryland law, will be passed upon on our behalf by Venable LLP. That the guarantees are duly authorized by the guarantors organized in the State of Delaware, and certain other matters of Delaware law, will be passed upon on our behalf by Kirkland & Ellis LLP, a limited liability partnership that includes professional corporations, Chicago, Illinois. That the guarantees are duly authorized by the guarantor organized in the State of Colorado, and certain other matters of Colorado law, will be passed upon on our behalf by Hogan Lovells US LLP. That the guarantees are duly authorized by the guarantor organized in the State of Kansas, and certain other matters of Kansas law, will be passed upon on our behalf by Foulston Siefkin LLP.

EXPERTS

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended January 2, 2010 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of GFSI Holdings, Inc. as of July 3, 2010 and for the year ended July 3, 2010 have been filed as an exhibit to this prospectus in reliance upon the report of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein and upon the authority of such firm as experts in accounting and auditing.

Offer to Exchange
Up to $1,000,000,000 aggregate principal amount
of our 6.375% Senior Notes due 2020
(which we refer to as exchange notes)
and the guarantees thereof which have been registered
under the Securities Act of 1933, as amended,
for all of our outstanding unregistered
6.375% Senior Notes due 2020 issued on November 9, 2010
(which we refer to as old notes)
and the guarantees thereof.

PROSPECTUS

, 2010

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. ***INDEMNIFICATION OF DIRECTORS AND OFFICERS.***

Maryland

Hanesbrands Inc. is a Maryland corporation. Section 2-405.2 of the Maryland General Corporation Law ("MGCL") permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages, except for liability resulting from (1) actual receipt of an improper benefit or profit in money, property or services or (2) active and deliberate dishonesty established by a final judgment or other adjudication as material to the cause of action adjudicated in the proceeding. Our charter contains a provision that eliminates directors' and officers' liability to the maximum extent permitted by the MGCL.

Section 2-418(d) of the MGCL requires a corporation (unless its charter provides otherwise, which our charter does not) to indemnify a director of the corporation who has been successful, on the merits or otherwise, in the defense of any proceeding to which such director was made a party by reason of the director's service in that capacity. Section 2-418(b) permits a corporation to indemnify its present or former directors against judgments, penalties, fines, settlements and reasonable expenses actually incurred by the director in connection with any proceeding to which the director is made a party by reason of the director's service as a director, unless it is established that (1) the act or omission of the director was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty, (2) the director actually received an improper personal benefit in money, property or services or (3) in the case of any criminal proceeding, the director had reasonable cause to believe that the act or omission was unlawful. If, however, the proceeding was one by or in the right of the corporation and the director was adjudged liable to the corporation, the corporation may not indemnify the director, unless ordered by a court and then only for expenses. The MGCL also permits a Maryland corporation to pay a director's expenses in advance of the final disposition of an action to which the director is a party upon receipt by the corporation of (1) a written affirmation by the director of the director's good faith belief that the director has met the standard of conduct necessary for indemnification and (2) a written undertaking by or on behalf of the director to repay the amount advanced if it is ultimately determined that the director did not meet the necessary standard of conduct. Section 2-418 of the MGCL defines a director as any person who is or was a director of a corporation and any person who, while a director of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise or employee benefit plan. Section 2-418(j)(2) of the MGCL also permits a Maryland corporation to indemnify and advance expenses to its officers, employees and agents to the extent that it may indemnify and advance expenses to its directors.

Our charter authorizes and our bylaws obligate us, to the maximum extent permitted by the MGCL, to indemnify any of our present or former directors or officers or those of our subsidiaries who (1) is made a party to a proceeding by reason of such person's service in that capacity or (2) while a director or officer and at our request, serves or served another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director, officer, partner or trustee from and against any claim or liability to which that person may become subject or which that person may incur by reason of such person's services in such capacity and to pay or reimburse that person's reasonable expenses in advance of final disposition of a proceeding. This indemnity could apply to liabilities under the Securities Act of 1933, as amended (the "Securities Act"), in certain circumstances.

Our bylaws also permit us, with the approval of our board of directors, to indemnify and advance expenses to (1) a person who served a predecessor in any of the capacities described above or (2) any of our employees or agents, or any employee or agent of a predecessor. We also maintain indemnity insurance as permitted by Section 2-418 of the MGCL, pursuant to which our officers and directors are indemnified or insured against liability or loss under certain circumstances, which may include liability or related losses under the Securities Act or the Securities Exchange Act of 1934, as amended.

Delaware

BA International, L.L.C., Caribesock, Inc., Caribetex, Inc., CASA International, LLC, Ceibena Del, Inc., Hanes Menswear, LLC, Hanes Puerto Rico, Inc., Hanesbrands Distribution, Inc., HBI Branded Apparel Enterprises, LLC, HBI Branded Apparel Limited, Inc., HbI International, LLC, HBI Sourcing, LLC, Inner Self LLC, Jasper-Costa Rica, L.L.C., Playtex Dorado, LLC, Playtex Industries, Inc., Seamless Textiles, LLC, UPCR, Inc., UPEL, Inc., GearCo, Inc., GFSI Holdings, Inc., GFSI, Inc. and CC Products, Inc. are organized under the laws of the State of Delaware.

Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Section 145 of the Delaware General Corporation Law (the "DGCL") provides that a corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of such corporation, and, with respect to any criminal actions and proceedings, had no reasonable cause to believe that his conduct was unlawful. A Delaware corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or contemplated action or suit by or in the right of such corporation, under the same conditions, except that such indemnification is limited to expenses (including attorneys' fees) actually and reasonably incurred by such person, and except that no indemnification is permitted without judicial approval if such person is adjudged to be liable to such corporation. Where an officer or director of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, or any claim, issue or matter therein, the corporation must indemnify that person against the expenses (including attorneys' fees) which such officer or director actually and reasonably incurred in connection therewith.

The Limited Liability Company Agreements of each of BA International, L.L.C., CASA International, LLC, Hanes Menswear, LLC, HBI Branded Apparel Enterprises, LLC, HbI International, LLC, HBI Sourcing, LLC, Inner Self LLC, Playtex Dorado, LLC and Seamless Textiles, LLC provide, to the fullest extent authorized by the Delaware Limited Liability Company Act, for the indemnification of any manager, officer, employee or agent of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, a manager, officer, employee or agent of the companies. The Limited Liability Company Agreement of Jasper-Costa Rica, L.L.C. provides, to the fullest extent authorized by the Delaware Limited Liability Company Act, for the indemnification of the member.

The charter documents of each of Caribesock, Inc., Caribetex, Inc., Ceibena Del, Inc., Hanesbrands Distribution, Inc., HBI Branded Apparel Limited, Inc., Playtex Industries, Inc., UPCR, Inc., UPEL, Inc., GearCo, Inc., GFSI Holdings, Inc., GFSI, Inc. and CC Products, Inc. provide for the indemnification of directors and officers to the fullest extent authorized by the DGCL. The charter documents of Hanes Puerto Rico, Inc. are silent as to indemnification.

The bylaws of each of Caribesock, Inc., Caribetex, Inc., Ceibena Del, Inc., Hanes Puerto Rico, Inc., Hanesbrands Distribution, Inc., UPCR, Inc., UPEL, Inc., GearCo, Inc., GFSI Holdings, Inc., GFSI, Inc. and CC Products, Inc. provide, subject to certain exceptions, for the indemnification of all current and former directors, officers, employees or agents against expenses, judgments, fines and amounts paid in connection with actions (other than actions by or in the right of the corporation) taken against such person by reason of the fact that he or she was a director, officer, employee or agent of the corporation. The bylaws of Playtex Industries, Inc. and HBI Branded Apparel Limited, Inc. provide generally for the indemnification of directors and officers to the fullest extent authorized by the DGCL.

Colorado

Hanesbrands Direct, LLC is organized under the laws of the State of Colorado.

Section 7-80-104(1)(k) of the Colorado Limited Liability Company Act permits a company to indemnify a member or manager or former member or manager of the limited liability company as provided in section 7-80-407. Under Section 7-80-407, a limited liability company shall reimburse a member or manager for payments made, and indemnify a member or manager for liabilities incurred by the member or manager, in the ordinary conduct of the business of the limited liability company or for the preservation of its business or property if such payments were made or liabilities incurred without violation of the member's or manager's duties to the limited liability company.

The Hanesbrands Direct, LLC Limited Liability Company Agreement provides, to the fullest extent authorized by the Colorado Limited Liability Company Act, for the indemnification of any person serving as manager or officer of the company, or serving as manager, director, officer, employee or agent of another enterprise at the request of the company, against expense, liability and loss incurred or suffered by such person in connection with such position.

Kansas

Event 1, Inc. is a Kansas corporation.

Section 17-6305 of the Kansas General Corporation Code provides for indemnification by a corporation of its corporate officers, directors, employees and agents. The statute provides that a corporation may indemnify such persons who have been, are, or may become a party to an action, suit or proceeding due to his or her status as a director, officer, employee or agent of the corporation. Further, the statute grants authority to a corporation to implement its own broader indemnification policy.

The Event 1, Inc. bylaws provide, to the fullest extent authorized by the Kansas General Corporation Code, for the indemnification of any director or officer of the company from and against any and all expenses, judgments, and fines by reason of the fact that such person is, or was, a director or officer of the company. Notwithstanding the foregoing, Event 1, Inc. is not required to indemnify its directors and officers if such person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of Event 1, Inc.

ITEM 21. ***EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.***

The attached Exhibit Index is incorporated herein by reference. In addition, pursuant to SEC Regulation S-X Rule 3-10(g), the financial statements of recently acquired subsidiary guarantors must be included if the net book value or purchase price, whichever is greater, of the subsidiary is twenty percent or more of the principal amount of debt being registered. Accordingly, the audited financial statements of GFSI Holdings, Inc. as of July 3, 2010 and for the year ended July 3, 2010 are included in this registration statement as Exhibit 99.4 and the unaudited financial statements of GFSI Holdings, Inc. as of October 2, 2010 and for the quarter ended October 2, 2010 are included in this registration statement as Exhibit 99.5.

ITEM 22. ***UNDERTAKINGS.***

(a) The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities

offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrants under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrants undertakes that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be a seller to the purchaser and will be considered to offer or sell securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about each undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(5) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, each of the registrants has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer, or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such

indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(b) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(c) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, Hanesbrands Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HANESBRANDS INC.

/s/ Richard A. Noll
Richard A. Noll
Chairman of the Board of Directors and
Chief Executive Officer

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Richard A. Noll Richard A. Noll	Chairman of the Board of Directors and Chief Executive Officer (principal executive officer)	December 10, 2010
/s/ E. Lee Wyatt Jr. E. Lee Wyatt Jr.	Chief Financial Officer (principal financial officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Chief Accounting Officer and Controller (principal accounting officer)	December 10, 2010
/s/ Lee A. Chaden Lee A. Chaden	Director	December 10, 2010
/s/ Bobby J. Griffin Bobby J. Griffin	Director	December 10, 2010
/s/ James C. Johnson James C. Johnson	Director	December 10, 2010
/s/ Jessica T. Mathews Jessica T. Mathews	Director	December 10, 2010

Signature	Capacity	Date
/s/ J. Patrick Mulcahy J. Patrick Mulcahy	Director	December 10, 2010
/s/ Ronald L. Nelson Ronald L. Nelson	Director	December 10, 2010
/s/ Andrew J. Schindler Andrew J. Schindler	Director	December 10, 2010
/s/ Ann E. Ziegler Ann E. Ziegler	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, BA International, L.L.C. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

BA INTERNATIONAL, L.L.C.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Caribesock, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

CARIBESOCK, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Caribetex, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

CARIBETEX, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, CASA International, LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

CASA INTERNATIONAL, LLC

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Ceibena Del, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

CEIBENA DEL, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Hanes Menswear, LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HANES MENSWEAR, LLC

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Hanes Puerto Rico, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HANES PUERTO RICO, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Hanesbrands Direct, LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HANESBRANDS DIRECT, LLC

/s/ Michael O. Ernst
Michael O. Ernst
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Michael O. Ernst Michael O. Ernst	President (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Joia M. Johnson Joia M. Johnson	Manager	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Hanesbrands Distribution, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HANESBRANDS DISTRIBUTION, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, HBI Branded Apparel Enterprises, LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HBI BRANDED APPAREL ENTERPRISES, LLC

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, HBI Branded Apparel Limited, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HBI BRANDED APPAREL LIMITED, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, HbI International, LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HBI INTERNATIONAL, LLC

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, HBI Sourcing, LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

HBI SOURCING, LLC

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Joia M. Johnson Hanesbrands Inc., as sole member of HBI Sourcing, LLC By: /s/ Joia M. Johnson Chief Legal Officer, General Counsel and Corporate Secretary		December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Inner Self LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

INNER SELF LLC

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Jasper-Costa Rica, L.L.C. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

JASPER-COSTA RICA, L.L.C.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Industria Textileras del Este ITE, S. de R.L., as sole member		December 10, 2010
By: /s/ Catherine A. Meeker Third Manager		

SIGNATURES

Pursuant to the requirements of the Securities Act, Playtex Dorado, LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

PLAYTEX DORADO, LLC

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Playtex Industries, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

PLAYTEX INDUSTRIES, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Seamless Textiles, LLC has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

SEAMLESS TEXTILES, LLC

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Manager	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, UPCR, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

UPCR, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, UPEL, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

UPEL, INC.

/s/ Joia M. Johnson
Joia M. Johnson
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, GearCo, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

GEARCO, INC.

/s/ Richard A. Noll
Richard A. Noll
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Richard A. Noll Richard A. Noll	President (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President — Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Joia M. Johnson Joia M. Johnson	Director	December 10, 2010
/s/ E. Lee Wyatt Jr. E. Lee Wyatt Jr.	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, GFSI Holdings, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

GFSI HOLDINGS, INC.

/s/ Larry D. Graveel
Larry D. Graveel
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Larry D. Graveel Larry D. Graveel	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Joia M. Johnson Joia M. Johnson	Director	December 10, 2010
/s/ E. Lee Wyatt Jr. E. Lee Wyatt Jr.	Director	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010
/s/ J. Craig Peterson J. Craig Peterson	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, GFSI, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

GFSI, INC.

/s/ Larry D. Graveel
Larry D. Graveel
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Larry D. Graveel Larry D. Graveel	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Joia M. Johnson Joia M. Johnson	Director	December 10, 2010
/s/ E. Lee Wyatt Jr. E. Lee Wyatt Jr.	Director	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010
/s/ J. Craig Peterson J. Craig Peterson	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, CC Products, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

CC PRODUCTS, INC.

/s/ Larry D. Graveel
Larry D. Graveel
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Larry D. Graveel Larry D. Graveel	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Joia M. Johnson Joia M. Johnson	Director	December 10, 2010
/s/ E. Lee Wyatt Jr. E. Lee Wyatt Jr.	Director	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010
/s/ J. Craig Peterson J. Craig Peterson	Director	December 10, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, Event 1, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina, on December 10, 2010.

EVENT 1, INC.

/s/ Larry D. Graveel
Larry D. Graveel
President

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Richard A. Noll, E. Lee Wyatt Jr. and Joia M. Johnson, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Capacity	Date
/s/ Larry D. Graveel Larry D. Graveel	President and Director (principal executive officer)	December 10, 2010
/s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	December 10, 2010
/s/ Joia M. Johnson Joia M. Johnson	Director	December 10, 2010
/s/ E. Lee Wyatt Jr. E. Lee Wyatt Jr.	Director	December 10, 2010
/s/ Catherine A. Meeker Catherine A. Meeker	Director	December 10, 2010
/s/ J. Craig Peterson J. Craig Peterson	Director	December 10, 2010

EXHIBIT INDEX

References in this Index to Exhibits to the "Registrant" are to Hanesbrands Inc. The Registrant will furnish you, without charge, a copy of any exhibit, upon written request. Written requests to obtain any exhibit should be sent to Corporate Secretary, Hanesbrands Inc., 1000 East Hanes Mill Road, Winston-Salem, North Carolina 27105.

Exhibit Number	Description
3.1	Articles of Amendment and Restatement of Hanesbrands Inc. (incorporated by reference from Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).
3.2	Articles Supplementary (Junior Participating Preferred Stock, Series A) (incorporated by reference from Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).
3.3	Amended and Restated Bylaws of Hanesbrands Inc. (incorporated by reference from Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 15, 2008).
3.4	Certificate of Formation of BA International, L.L.C. (incorporated by reference from Exhibit 3.4 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.5	Limited Liability Company Agreement of BA International, L.L.C. (incorporated by reference from Exhibit 3.5 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.6	Certificate of Incorporation of Caribesock, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent (incorporated by reference from Exhibit 3.6 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.7	Bylaws of Caribesock, Inc. (incorporated by reference from Exhibit 3.7 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.8	Certificate of Incorporation of Caribetex, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent (incorporated by reference from Exhibit 3.8 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.9	Bylaws of Caribetex, Inc. (incorporated by reference from Exhibit 3.9 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.10	Certificate of Formation of CASA International, LLC (incorporated by reference from Exhibit 3.10 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.11	Limited Liability Company Agreement of CASA International, LLC (incorporated by reference from Exhibit 3.11 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.12	Certificate of Incorporation of Ceibena Del, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent (incorporated by reference from Exhibit 3.12 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.13	Bylaws of Ceibena Del, Inc. (incorporated by reference from Exhibit 3.13 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.14	Certificate of Formation of Hanes Menswear, LLC, together with Certificate of Conversion from a Corporation to a Limited Liability Company Pursuant to Section 18-214 of the Limited Liability Company Act and Certificate of Change of Location of Registered Office and Registered Agent (incorporated by reference from Exhibit 3.14 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).

Exhibit Number	Description
3.15	Limited Liability Company Agreement of Hanes Menswear, LLC (incorporated by reference from Exhibit 3.15 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.16	Certificate of Incorporation of HPR, Inc., together with Certificate of Merger of Hanes Puerto Rico, Inc. into HPR, Inc. (now known as Hanes Puerto Rico, Inc.) (incorporated by reference from Exhibit 3.16 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.17	Bylaws of Hanes Puerto Rico, Inc. (incorporated by reference from Exhibit 3.17 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.18	Articles of Organization of Sara Lee Direct, LLC, together with Articles of Amendment reflecting the change of the entity's name to Hanesbrands Direct, LLC (incorporated by reference from Exhibit 3.18 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.19	Limited Liability Company Agreement of Sara Lee Direct, LLC (now known as Hanesbrands Direct, LLC) (incorporated by reference from Exhibit 3.19 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.20	Certificate of Incorporation of Sara Lee Distribution, Inc., together with Certificate of Amendment of Certificate of Incorporation of Sara Lee Distribution, Inc. reflecting the change of the entity's name to Hanesbrands Distribution, Inc. (incorporated by reference from Exhibit 3.20 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.21	Bylaws of Sara Lee Distribution, Inc. (now known as Hanesbrands Distribution, Inc.) (incorporated by reference from Exhibit 3.21 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.22	Certificate of Formation of HBI Branded Apparel Enterprises, LLC (incorporated by reference from Exhibit 3.22 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.23	Operating Agreement of HBI Branded Apparel Enterprises, LLC (incorporated by reference from Exhibit 3.23 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.24	Certificate of Incorporation of HBI Branded Apparel Limited, Inc. (incorporated by reference from Exhibit 3.24 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.25	Bylaws of HBI Branded Apparel Limited, Inc. (incorporated by reference from Exhibit 3.25 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.26	Certificate of Formation of HbI International, LLC (incorporated by reference from Exhibit 3.26 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.27	Limited Liability Company Agreement of HbI International, LLC (incorporated by reference from Exhibit 3.27 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.28	Certificate of Formation of SL Sourcing, LLC, together with Certificate of Amendment to the Certificate of Formation of SL Sourcing, LLC reflecting the change of the entity's name to HBI Sourcing, LLC (incorporated by reference from Exhibit 3.28 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).

Exhibit Number	Description
3.29	Limited Liability Company Agreement of SL Sourcing, LLC (now known as HBI Sourcing, LLC) (incorporated by reference from Exhibit 3.29 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.30	Certificate of Formation of Inner Self, LLC (incorporated by reference from Exhibit 3.30 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.31	Limited Liability Company Agreement of Inner Self, LLC (incorporated by reference from Exhibit 3.31 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.32	Certificate of Formation of Jasper-Costa Rica, L.L.C. (incorporated by reference from Exhibit 3.32 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.33	Amended and Restated Limited Liability Company Agreement of Jasper-Costa Rica, L.L.C. (incorporated by reference from Exhibit 3.33 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.34	Certificate of Formation of Playtex Dorado, LLC, together with Certificate of Conversion from a Corporation to a Limited Liability Company Pursuant to Section 18-214 of the Limited Liability Company Act (incorporated by reference from Exhibit 3.36 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.35	Amended and Restated Limited Liability Company Agreement of Playtex Dorado, LLC (incorporated by reference from Exhibit 3.37 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.36	Certificate of Incorporation of Playtex Industries, Inc. (incorporated by reference from Exhibit 3.38 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.37	Bylaws of Playtex Industries, Inc. (incorporated by reference from Exhibit 3.39 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.38	Certificate of Formation of Seamless Textiles, LLC, together with Certificate of Conversion from a Corporation to a Limited Liability Company Pursuant to Section 18-214 of the Limited Liability Company Act (incorporated by reference from Exhibit 3.40 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.39	Limited Liability Company Agreement of Seamless Textiles, LLC (incorporated by reference from Exhibit 3.41 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.40	Certificate of Incorporation of UPCR, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent (incorporated by reference from Exhibit 3.42 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.41	Bylaws of UPCR, Inc. (incorporated by reference from Exhibit 3.43 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.42	Certificate of Incorporation of UPEL, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent (incorporated by reference from Exhibit 3.44 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).
3.43	Bylaws of UPEL, Inc. (incorporated by reference from Exhibit 3.45 to the Registrant's Registration Statement on Form S-4, filed with the Securities and Exchange Commission on April 26, 2007, Registration No. 333-142371).

Exhibit Number	Description
3.44	Amended Certificate of Incorporation of GearCo, Inc.
3.45	Amended and Restated Bylaws of GearCo, Inc.
3.46	Third Amended and Restated Certificate of Incorporation of GFSI Holdings, Inc.
3.47	Amended and Restated Bylaws of GFSI Holdings, Inc.
3.48	Amended and Restated Certificate of Incorporation of GFSI, Inc.
3.49	Amended and Restated Bylaws of GFSI, Inc.
3.50	Amended and Restated Certificate of Incorporation of CC Products, Inc.
3.51	Amended and Restated Bylaws of CC Products, Inc.
3.52	Articles of Incorporation of Event 1, Inc.
3.53	Amended and Restated By-Laws of Event 1, Inc.
4.1	Indenture, dated August 1, 2008 (the “Indenture”), between Hanesbrands Inc. and Branch Banking and Trust Company (incorporated by reference to Exhibit 4.3 to the Registrant’s Registration Statement on Form S-3 (File No. 333-152733) filed August 1, 2008).
4.2	Fourth Supplemental Indenture, dated November 9, 2010, among Hanesbrands Inc., the subsidiary guarantors and Branch Banking and Trust Company, related to the Indenture (incorporated by reference from Exhibit 4.2 to Hanesbrands Inc.’s Current Report on Form 8-K, filed with the Securities and Exchange Commission on November 10, 2010, Commission File No. 001-32891).
4.3	Form of 6.375% Senior Note due 2020 (incorporated by reference from Exhibit 4.2 to Hanesbrands Inc.’s Current Report on Form 8-K, filed with the Securities and Exchange Commission on November 10, 2010, Commission File No. 001-32891).
4.4	Registration Rights Agreement, dated November 9, 2010, among Hanesbrands Inc., the guarantors named therein and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC and Goldman, Sachs & Co., as representatives of the Initial Purchasers (incorporated by reference from Exhibit 10.1 to the Registrant’s Current Report on Form 8-K, filed with the Securities and Exchange Commission on November 10, 2010).
4.5	Purchase Agreement, dated November 4, 2010 between Hanesbrands Inc., the subsidiary guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC and Goldman, Sachs & Co., as representatives of the Initial Purchasers (incorporated by reference to the Registrant’s Current Report on Form 8-K filed with the Securities and Exchange Commission on November 10, 2010).
5.1	Opinion of Venable LLP.
5.2	Opinion of Kirkland & Ellis LLP.
5.3	Opinion of Hogan Lovells US LLP.
5.4	Opinion of Foulston Siefkin LLP.
10.1	Hanesbrands Inc. Omnibus Incentive Plan of 2006, as amended.
10.2	Form of Stock Option Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan of 2006 (incorporated by reference from Exhibit 10.3 to the Registrant’s Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.3	Form of Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan of 2006. (incorporated by reference from Exhibit 10.4 to the Registrant’s Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.4	Form of Performance Stock and Cash Award — Stock Component Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan of 2006 (incorporated by reference from Exhibit 10.1 to the Registrant’s Current Report on Form 8-K filed with the Securities and Exchange Commission on December 10, 2010).*
10.5	Form of Performance Cash Award Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan of 2006 (incorporated by reference from Exhibit 10.4 to the Registrant’s Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 9, 2010).*

Exhibit Number	Description
10.6	Form of Non-Employee Director Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan of 2006 (incorporated by reference from Exhibit 10.4 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.7	Form of Non-Employee Director Stock Option Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan of 2006 (incorporated by reference from Exhibit 10.5 to the Registrant's Transition Report on Form 10-K filed with the Securities and Exchange Commission on February 22, 2007).*
10.8	Hanesbrands Inc. Retirement Savings Plan, as amended (incorporated by reference from Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on October 28, 2010).*
10.9	Hanesbrands Inc. Supplemental Employee Retirement Plan (incorporated by reference from Exhibit 10.8 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 9, 2010).*
10.10	Hanesbrands Inc. Performance-Based Annual Incentive Plan (incorporated by reference from Exhibit 10.7 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.11	Hanesbrands Inc. Executive Deferred Compensation Plan (incorporated by reference from Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on October 31, 2008).*
10.12	Hanesbrands Inc. Executive Life Insurance Plan (incorporated by reference from Exhibit 10.10 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.13	Hanesbrands Inc. Executive Long-Term Disability Plan. (incorporated by reference from Exhibit 10.11 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.14	Hanesbrands Inc. Employee Stock Purchase Plan of 2006, as amended. (incorporated by reference from Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on April 29, 2010).*
10.15	Hanesbrands Inc. Non-Employee Director Deferred Compensation Plan (incorporated by reference from Exhibit 10.13 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.16	Severance/Change in Control Agreement dated December 18, 2008 between the Registrant and Richard A. Noll. (incorporated by reference from Exhibit 10.14 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.17	Severance/Change in Control Agreement dated December 18, 2008 between the Registrant and Gerald W. Evans Jr. (incorporated by reference from Exhibit 10.15 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.18	Severance/Change in Control Agreement dated December 18, 2008 between the Registrant and E. Lee Wyatt Jr. (incorporated by reference from Exhibit 10.16 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.19	Severance/Change in Control Agreement dated December 10, 2008 between the Registrant and Kevin W. Oliver (incorporated by reference from Exhibit 10.17 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.20	Severance/Change in Control Agreement dated December 17, 2008 between the Registrant and Joia M. Johnson (incorporated by reference from Exhibit 10.18 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*
10.21	Severance/Change in Control Agreement dated December 18, 2008 between the Registrant and William J. Nictakis (incorporated by reference from Exhibit 10.19 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).*

Exhibit Number	Description
10.22	Master Separation Agreement dated August 31, 2006 between the Registrant and Sara Lee Corporation (incorporated by reference from Exhibit 10.21 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).
10.23	Tax Sharing Agreement dated August 31, 2006 between the Registrant and Sara Lee Corporation (incorporated by reference from Exhibit 10.22 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).
10.24	Employee Matters Agreement dated August 31, 2006 between the Registrant and Sara Lee Corporation (incorporated by reference from Exhibit 10.23 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).
10.25	Master Transition Services Agreement dated August 31, 2006 between the Registrant and Sara Lee Corporation (incorporated by reference from Exhibit 10.24 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).
10.26	Real Estate Matters Agreement dated August 31, 2006 between the Registrant and Sara Lee Corporation (incorporated by reference from Exhibit 10.25 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).
10.27	Indemnification and Insurance Matters Agreement dated August 31, 2006 between the Registrant and Sara Lee Corporation (incorporated by reference from Exhibit 10.26 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).
10.28	Intellectual Property Matters Agreement dated August 31, 2006 between the Registrant and Sara Lee Corporation (incorporated by reference from Exhibit 10.27 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).
10.29	First Lien Credit Agreement dated September 5, 2006 (the "2006 Senior Secured Credit Facility") among the Registrant the various financial institutions and other persons from time to time party thereto, HSBC Bank USA, National Association, LaSalle Bank National Association, Barclays Bank PLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc., Citicorp USA, Inc. and Citibank, N.A. (incorporated by reference from Exhibit 10.28 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).†
10.30	First Amendment dated February 22, 2007 to the 2006 Senior Secured Credit Facility (incorporated by reference from Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 28, 2007).
10.31	Second Amendment dated August 21, 2008 to the 2006 Senior Secured Credit Facility (incorporated by reference from Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 27, 2008).
10.32	Third Amendment dated March 10, 2009 to the 2006 Senior Secured Credit Facility (incorporated by reference from Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 16, 2009).
10.33	Amended and Restated Credit Agreement dated as of September 5, 2006, as amended and restated as of December 10, 2009, among the Registrant, the various financial institutions and other Persons from time to time party to this Agreement, 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, JPMorgan Chase Bank, N.A., as the administrative agent and the collateral agent, and J.P. Morgan Securities Inc., Banc of America Securities LLC, HSBC Securities (USA) Inc. and Barclays Capital, the investment banking division of Barclays Bank PLC, as the joint lead arrangers and joint bookrunners (incorporated by reference from Exhibit 10.32 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 9, 2010).

Exhibit Number	Description
10.34	Second Lien Credit Agreement dated September 5, 2006 (the "Second Lien Credit Agreement") among HBI Branded Apparel Limited, Inc., the Registrant, the various financial institutions and other persons from time to time party thereto, HSBC Bank USA, National Association, LaSalle Bank National Association, Barclays Bank PLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc., Citicorp USA, Inc. and Citibank, N.A. (incorporated by reference from Exhibit 10.29 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).†
10.35	First Amendment dated August 21, 2008 to the Second Lien Credit Agreement (incorporated by reference from Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 27, 2008).
10.36	Receivables Purchase Agreement dated as of November 27, 2007 (the "Accounts Receivable Securitization Facility") among HBI Receivables LLC and the Registrant, JPMorgan Chase Bank, N.A., HSBC Bank USA, National Association, Falcon Asset Securitization Company LLC, Bryant Park Funding LLC, and HSBC Securities (USA) Inc. (incorporated by reference from Exhibit 10.34 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 19, 2008).†
10.37	Amendment No. 1 dated as of March 16, 2009 to the Accounts Receivables Securitization Facility (incorporated by reference from Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 16, 2009).†
10.38	Amendment No. 2 dated as of April 13, 2009 to the Accounts Receivables Securitization Facility (incorporated by reference from Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 11, 2009).†
10.39	Amendment No. 3 dated as of August 17, 2009 to the Accounts Receivables Securitization Facility (incorporated by reference from Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 5, 2009).
10.40	Amendment No. 4 dated as of December 10, 2009 to the Accounts Receivables Securitization Facility (incorporated by reference from Exhibit 10.39 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 9, 2010).
10.41	Amendment No. 5 dated as of December 21, 2009 to the Accounts Receivables Securitization Facility incorporated by reference from Exhibit 10.40 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 9, 2010.†
10.42	Rights Agreement between Hanesbrands Inc. and Computershare Trust Company, N.A., Rights Agent. (incorporated by reference from Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).
10.43	Form of Rights Certificate (incorporated by reference from Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).
10.44	Placement Agreement, dated December 11, 2006, among Hanesbrands Inc., certain subsidiaries of Hanesbrands Inc., Morgan Stanley & Co. Incorporated and Merrill Lynch, Pierce, Fenner & Smith Incorporated (incorporated by reference from Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 15, 2006).
10.45	Indenture, dated as of December 14, 2006, among Hanesbrands Inc., certain subsidiaries of Hanesbrands Inc., and Branch Banking and Trust Company, as Trustee (incorporated by reference from Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 20, 2006).
10.46	Registration Rights Agreement with respect to Floating Rate Senior Notes due 2014, dated as of December 14, 2006, among Hanesbrands Inc., certain subsidiaries of Hanesbrands Inc., and Morgan Stanley & Co. Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, ABN AMRO Incorporated, Barclays Capital Inc., Citigroup Global Markets Inc., and HSBC Securities (USA) Inc. (incorporated by reference from Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 20, 2006).

Exhibit Number	Description
10.47	Underwriting Agreement dated December 3, 2009 between the Registrant, the subsidiary guarantors party thereto and J.P. Morgan Securities Inc. (incorporated by reference from Exhibit 1.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 11, 2009).
10.48	First Supplemental Indenture, dated December 10, 2009, among the Registrant, the subsidiary guarantors and Branch Banking and Trust Company (incorporated by reference from Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 11, 2009).
10.49	Second Supplemental Indenture, dated as of August 13, 2010, among the Registrant, the subsidiary guarantors and Branch Banking and Trust Company, related to the Indenture.
10.50	Supplemental Indenture, dated as of August 13, 2010, among the Registrant, the subsidiary guarantors and Branch Banking and Trust Company, related to the Indenture, dated December 14, 2006, between Hanesbrands Inc., the subsidiary guarantors and Branch Banking and Trust Company.
10.51	Third Supplemental Indenture, dated November 1, 2010, between the Registrant, the subsidiary guarantors and Branch Banking and Trust Company, related to the Indenture (incorporated by reference from Exhibit 4.4 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 10, 2010).
10.52	Second Supplemental Indenture, dated November 1, 2010, between the Registrant, the subsidiary guarantors and Branch Banking and Trust Company, related to the Indenture, dated December 14, 2006, between Hanesbrands Inc., the subsidiary guarantors and Branch Banking and Trust Company (incorporated by reference from Exhibit 4.5 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 10, 2010).
12.1	Calculation of ratio of earnings to fixed charges.
21.1	Subsidiaries of the Registrant.
23.1	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm.
23.2	Consent of KPMG LLP, independent registered public accounting firm.
23.3	Consent of Venable LLP (included in Exhibit 5.1).
23.4	Consent of Kirkland & Ellis LLP (included in Exhibit 5.2).
23.5	Consent of Hogan Lovells US LLP (included in Exhibit 5.3).
23.6	Consent of Foulston Siefkin LLP (included in Exhibit 5.4).
24.1	Powers of attorney (included on the signature pages of the Registration Statement).
25.1	Statement of Eligibility under the Trust Indenture Act of 1939 of Branch Banking and Trust Company, as Trustee under the Indenture.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Form of Tender Instructions.
99.4	GFSI Holdings, Inc. audited financial statements as of July 3, 2010 and for the year ended July 3, 2010.
99.5	GFSI Holdings, Inc. unaudited financial statements as of October 2, 2010 and for the quarters ended October 2, 2010 and September 26, 2009.

* Agreement relates to executive compensation.

† Portions of this exhibit were redacted pursuant to a confidential treatment request filed with the Secretary of the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDED

CERTIFICATE OF INCORPORATION

OF
GEARCO, INC.

1.

The name of the corporation (which is hereinafter referred to as the "Corporation") is GearCo, Inc.

2.

The address of the Corporation's registered agent in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is the Corporation Service Company.

3.

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law ("DGCL"), and the Corporation shall have all powers necessary to engage in such acts or activities, including, but not limited to, the powers enumerated in the DGCL or any amendment thereto.

4.

The total number of shares of stock which the Corporation shall have authority to issue is 100, all of which shall be common stock $0.01 par value ("Common Stock"). Shares of Common Stock shall have identical power, preferences, qualifications, limitations and other rights.

5.

The Board of Directors of the Corporation (the "Board") shall consist of that number of members as may be determined from time to time by resolution of the Board.

6.

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board is expressly authorized to make, alter and repeal the bylaws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any bylaw whether adopted by them or otherwise.

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended subsequent to the date hereof to authorize corporate action further limiting or eliminating the personal liability of directors, then the liability of a director of the Corporation shall be limited or eliminated to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving, at the request of the Corporation, as a director, officer, employee or agent of another corporation, a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in the subsequent paragraph, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board of the Corporation. The right to indemnification conferred herein shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that, if the DGCL requires, the payment of such expenses incurred by a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this article or otherwise. The Corporation may, by action of its Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

If a claim under the preceding paragraph is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that the indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel or its stockholders) that the claimant has not met such applicable standard or conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred herein shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

The Corporation may, at its option and expense, maintain insurance to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

8.

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, subject to the provisions of article 7, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

* * * * *

AMENDED AND RESTATED

BYLAWS

of

GEARCO, INC.

(Adopted as of November 8, 2010)

ARTICLE I
Offices

Section 1.01 Offices. The Corporation shall have its registered office in the State of Delaware, and may have such other offices and places of business within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
Stockholders

Section 2.01 Place of Meetings. Meetings of stockholders for any purpose may be held at such place or places, either within or without the State of Delaware, as shall be designated by the Board of Directors.

Section 2.02 Action by Written Consent of Stockholders. Any action of the stockholders required or permitted to be taken at any regular or special meeting thereof may be taken without any such meeting, notice of meeting or vote if a consent in writing setting forth the action thereby taken is signed by the holders of outstanding stock having not less than the number of votes that would have been necessary to authorize such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice of the taking of any such action shall be given to any stockholders entitled to vote who have not so consented in writing.

ARTICLE III
Directors

Section 3.01 Board of Directors. The management of the affairs, property and business of the Corporation shall be vested in a Board of Directors, the members of which need not be stockholders. In addition to the power and authority expressly conferred upon it by these Bylaws and the Certificate of Incorporation, the Board of Directors may take any action and do all such lawful acts and things on behalf of the Corporation and as are not by statute or by the Certificate of Incorporation required to be taken or done by the stockholders.

Section 3.02 Number. The number of directors shall be as fixed from time to time by the Board of Directors.

Section 3.03 Election and Term of Directors. The stockholders shall elect directors. Each director shall hold office until his successor, if any, has been elected and qualified, or until his earlier death, resignation or removal.

Section 3.04 Regular Meetings. Regular meetings of the Board of Directors may be held at such times as the Board of Directors may from time to time determine. No notice shall be required for any regular meeting of the Board of Directors.

Section 3.05 Special Meetings. Special meetings of the Board of Directors may be called by any two directors upon two business day's notice to each director either personally or by mail, telephone, telecopier, telegraph, or electronic transmission and if by telephone, telecopier, telegraph or electronic transmission confirmed in writing before or after the meeting, setting forth the time and place of such meeting. Notice of any special meeting need not be given, however, to any director who submits a signed waiver of notice, before or after the meeting, or who attends the meeting without objecting to the transaction of business.

Section 3.06 Place of Meetings.

(a) The Board of Directors may hold its meetings, regular or special, at such places, either within or without the State of Delaware, as it may from time to time determine or as shall be set forth in any notice of such meeting.

(b) Any meeting of the Board of Directors may be held by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and such participation shall constitute presence at the meeting.

Section 3.07 Adjourned Meetings. A majority of the directors present, whether or not a quorum, may adjourn any meeting of the Board of Directors to another time and place. Notice of such adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

Section 3.08 Quorum of Directors. A majority of the total number of directors shall constitute a quorum for the transaction of business. The total number of directors means the number of directors the Corporation would have if there were no vacancies.

Section 3.09 Action of the Board of Directors. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the question or action is one upon which a different vote is required by express provision of the Delaware General Corporation Law or the Certificate of Incorporation, in which case such provision shall govern the vote on the decision of such question or action. Each director present shall have one vote.

Section 3.10 Action by Written Consent of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent thereto is signed by all members of the Board of Directors or of such committee, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

Section 3.11 Resignation. A director may resign at any time by giving written notice to the Board of Directors, the President, the Chief Executive Officer or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Board of Directors or such officer, and acceptance of the resignation shall not be necessary.

Section 3.12 Removal of Directors. Any or all of the directors may be removed at any time with or without cause by the stockholders.

Section 3.13 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors or vacancies occurring in the Board of Directors for any reason shall be filled by a vote of the stockholders. A director elected to fill a newly created directorship or to fill any vacancy shall hold office until his successor, if any, has been elected and qualified.

Section 3.14 Chairman. At all meetings of the Board of Directors, the Chairman of the Board or, if one has not been elected or appointed or in his absence, the President or Chief Executive Officer of the Corporation shall preside.

Section 3.15 Compensation. The Board of Directors shall have the authority to fix the compensation of directors for their services. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV
Officers

Section 4.01 Offices, Election and Term.

(a) The Board of Directors shall elect or appoint a President or Chief Executive Officer and a Secretary and may, in addition, elect or appoint at any time such other officers as it may determine. Any number of offices may be held by the same person.

(b) Unless otherwise specified by the Board of Directors, each officer shall be elected or appointed to hold office until his successor, if any, has been elected or appointed and qualified, or until his earlier death, resignation or removal.

(c) Any officer may resign at any time by giving written notice to the Board of Directors, the President, the Chief Executive Officer or the Secretary of the Corporation. Unless

otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

(d) Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any vacancy occurring in any office by reason of death, resignation, removal or otherwise may be filled by the Board of Directors.

Section 4.02 Powers and Duties. The officers, agents and employees of the Corporation shall each have such powers and perform such duties in the management of the affairs, property and business of the Corporation, subject to the control of and limitation by the Board of Directors, as generally pertain to their respective offices, as well as such powers and duties as may be authorized from time to time by the Board of Directors.

ARTICLE V
Certificates and Transfer of Shares

Section 5.01 Certificates. Unless otherwise provided pursuant to the Delaware General Corporation Law, the shares of stock of the Corporation shall be represented by certificates, as provided by the Delaware General Corporation Law. They shall be numbered and entered in the books of the Corporation as they are issued.

Section 5.02 Transfer of Shares.

(a) Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares or other securities of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, and cancel the old certificate, except to the extent the Corporation or such transfer agent may be prevented from so doing by law, by the order or process of any court of competent jurisdiction, or under any valid restriction on transfer imposed by the Certificate of Incorporation, these By-Laws, or agreement of security holders. Every such transfer shall be entered on the transfer books of the Corporation.

(b) The Corporation shall be entitled to treat the holder of record of any share or other security of the Corporation as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or security on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by law.

ARTICLE VI
Indemnification

Section 6.01 Indemnification of Directors and Officers. Each person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation (including the heirs, successors, executors or administrators, or estate of such persons) shall be indemnified by the Corporation as of right to the full extent permitted or authorized by the laws of the State of Delaware, as now in effect and

as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost, and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Corporation or, if serving at the request of the Corporation, as a director or officer of another corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaws or under any agreement, vote of stockholders or disinterested directors of otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnification with respect to the same or different persons or classes of persons.

ARTICLE VII
Miscellaneous

Section 7.01 Corporate Seal. The seal of the Corporation shall be suitable in form and bear the name of the Corporation. The seal of the certificates for shares or any corporate obligation for the payment of money, or on any other instrument, may be a facsimile, engraved, printed or otherwise reproduced.

Section 7.02 Execution of Instruments. All corporate instruments and documents shall be signed or countersigned, executed, and, if desired, verified or acknowledged by a proper officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.03 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE VIII
Amendments

Section 8.01 Amendments. In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to adopt, amend and repeal these Bylaws subject to the power of the holders of capital stock of the Corporation to adopt, amend or repeal the Bylaws.

ARTICLE IX
Inconsistent Provisions

Section 9.01 Inconsistent Provisions. If any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the Delaware General Corporation Law or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

* * * * *

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of GearCo, Inc., a Delaware corporation, hereby certifies that the Amended and Restated Bylaws to which this Certificate is attached were duly adopted by the Board of Directors of said corporation as of the 8th day of November, 2010.

/s/ Joia M. Johnson
Joia M. Johnson

Secretary's Certificate Adopting GearCo, Inc. Amended and Restated Bylaws

THIRD AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

GFSI HOLDINGS, INC.

GFSI HOLDINGS, INC. (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is GFSI Holdings, Inc. The date of the filing of the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was December 23, 1996.

2. The Corporation filed an Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on February 24, 1997 (the "First Amended and Restated Certificate of Incorporation").

3. The Corporation filed a Certificate of Amendment to the First Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on September 17, 1997.

4. The Corporation filed a Certificate of Designation to the First Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on September 17, 1997.

5. The Corporation filed a Second Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on September 30, 2003 (the "Second Amended and Restated Certificate of Incorporation").

6. The Corporation filed a Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on December 30, 2005.

7. The Corporation filed a Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on January 19, 2006.

8. This Third Amended and Restated Certificate of Incorporation of the Corporation is being filed pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware ("DGCL") in order to amend and restate the Certificate of Incorporation.

9. The terms and provisions of this Third Amended and Restated Certificate of Incorporation were duly adopted in accordance with the provisions of Section 242 of the DGCL and have been consented to in writing by the stockholders of the Corporation, in accordance with the provisions of Section 228 of the DGCL.

10. This Third Amended and Restated Certificate of Incorporation will become effective on the date and at the time it is filed in the office of the Secretary of State of the State of Delaware (the "Effective Time").

11. From and after the Effective Time, the Second Amended and Restated Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

1.

The name of the corporation (which is hereinafter referred to as the "Corporation") is GFSI Holdings, Inc.

2.

The address of the Corporation's registered agent in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is the Corporation Service Company.

3.

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law ("DGCL"), and the Corporation shall have all powers necessary to engage in such acts or activities, including, but not limited to, the powers enumerated in the DGCL or any amendment thereto.

4.

The total number of shares of stock which the Corporation shall have authority to issue is 100, all of which shall be common stock $0.01 par value ("Common Stock"). Shares of Common Stock shall have identical power, preferences, qualifications, limitations and other rights.

5.

The Board of Directors of the Corporation (the "Board") shall consist of that number of members as may be determined from time to time by resolution of the Board.

6.

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board is expressly authorized to make, alter and repeal the bylaws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any bylaw whether adopted by them or otherwise.

7.

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the

director derived an improper personal benefit. If the DGCL is amended subsequent to the date hereof to authorize corporate action further limiting or eliminating the personal liability of directors, then the liability of a director of the Corporation shall be limited or eliminated to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving, at the request of the Corporation, as a director, officer, employee or agent of another corporation, a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in the subsequent paragraph, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board of the Corporation. The right to indemnification conferred herein shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that, if the DGCL requires, the payment of such expenses incurred by a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this article or otherwise. The Corporation may, by action of its Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

If a claim under the preceding paragraph is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible

under the DGCL to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that the indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel or its stockholders) that the claimant has not met such applicable standard or conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred herein shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

The Corporation may, at its option and expense, maintain insurance to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

8.

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, subject to the provisions of article 7, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

* * * * *

IN WITNESS WHEREOF, this Third Amended and Restated Certificate of Incorporation has been executed by an authorized officer of this Corporation on this 8th day of November, 2010.

/s/ Catherine A. Meeker

Name: Catherine A. Meeker
Title: Vice President and Assistant Secretary

[Signature page to GFSI Holdings Certificate Amendment]

AMENDED AND RESTATED

BYLAWS

of

GFSI HOLDINGS, INC.

(Adopted as of November 8, 2010)

ARTICLE I
Offices

Section 1.01 Offices. The Corporation shall have its registered office in the State of Delaware, and may have such other offices and places of business within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
Stockholders

Section 2.01 Place of Meetings. Meetings of stockholders for any purpose may be held at such place or places, either within or without the State of Delaware, as shall be designated by the Board of Directors.

Section 2.02 Action by Written Consent of Stockholders. Any action of the stockholders required or permitted to be taken at any regular or special meeting thereof may be taken without any such meeting, notice of meeting or vote if a consent in writing setting forth the action thereby taken is signed by the holders of outstanding stock having not less than the number of votes that would have been necessary to authorize such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice of the taking of any such action shall be given to any stockholders entitled to vote who have not so consented in writing.

ARTICLE III
Directors

Section 3.01 Board of Directors. The management of the affairs, property and business of the Corporation shall be vested in a Board of Directors, the members of which need not be stockholders. In addition to the power and authority expressly conferred upon it by these Bylaws and the Certificate of Incorporation, the Board of Directors may take any action and do all such lawful acts and things on behalf of the Corporation and as are not by statute or by the Certificate of Incorporation required to be taken or done by the stockholders.

Section 3.02 Number. The number of directors shall be as fixed from time to time by the Board of Directors.

Section 3.03 Election and Term of Directors. The stockholders shall elect directors. Each director shall hold office until his successor, if any, has been elected and qualified, or until his earlier death, resignation or removal.

Section 3.04 Regular Meetings. Regular meetings of the Board of Directors may be held at such times as the Board of Directors may from time to time determine. No notice shall be required for any regular meeting of the Board of Directors.

Section 3.05 Special Meetings. Special meetings of the Board of Directors may be called by any two directors upon two business day's notice to each director either personally or by mail, telephone, telecopier, telegraph, or electronic transmission and if by telephone, telecopier, telegraph or electronic transmission confirmed in writing before or after the meeting, setting forth the time and place of such meeting. Notice of any special meeting need not be given, however, to any director who submits a signed waiver of notice, before or after the meeting, or who attends the meeting without objecting to the transaction of business.

Section 3.06 Place of Meetings.

(a) The Board of Directors may hold its meetings, regular or special, at such places, either within or without the State of Delaware, as it may from time to time determine or as shall be set forth in any notice of such meeting.

(b) Any meeting of the Board of Directors may be held by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and such participation shall constitute presence at the meeting.

Section 3.07 Adjourned Meetings. A majority of the directors present, whether or not a quorum, may adjourn any meeting of the Board of Directors to another time and place. Notice of such adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

Section 3.08 Quorum of Directors. A majority of the total number of directors shall constitute a quorum for the transaction of business. The total number of directors means the number of directors the Corporation would have if there were no vacancies.

Section 3.09 Action of the Board of Directors. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the question or action is one upon which a different vote is required by express provision of the Delaware General Corporation Law or the Certificate of Incorporation, in which case such provision shall govern the vote on the decision of such question or action. Each director present shall have one vote.

Section 3.10 Action by Written Consent of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent thereto is signed by all members of the Board of

Directors or of such committee, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

Section 3.11 Resignation. A director may resign at any time by giving written notice to the Board of Directors, the President, the Chief Executive Officer or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Board of Directors or such officer, and acceptance of the resignation shall not be necessary.

Section 3.12 Removal of Directors. Any or all of the directors may be removed at any time with or without cause by the stockholders.

Section 3.13 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors or vacancies occurring in the Board of Directors for any reason shall be filled by a vote of the stockholders. A director elected to fill a newly created directorship or to fill any vacancy shall hold office until his successor, if any, has been elected and qualified.

Section 3.14 Chairman. At all meetings of the Board of Directors, the Chairman of the Board or, if one has not been elected or appointed or in his absence, the President or Chief Executive Officer of the Corporation shall preside.

Section 3.15 Compensation. The Board of Directors shall have the authority to fix the compensation of directors for their services. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV
Officers

Section 4.01 Offices, Election and Term.

(a) The Board of Directors shall elect or appoint a President or Chief Executive Officer and a Secretary and may, in addition, elect or appoint at any time such other officers as it may determine. Any number of offices may be held by the same person.

(b) Unless otherwise specified by the Board of Directors, each officer shall be elected or appointed to hold office until his successor, if any, has been elected or appointed and qualified, or until his earlier death, resignation or removal.

(c) Any officer may resign at any time by giving written notice to the Board of Directors, the President, the Chief Executive Officer or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

(d) Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any vacancy occurring in any office by reason of death, resignation, removal or otherwise may be filled by the Board of Directors.

Section 4.02 Powers and Duties. The officers, agents and employees of the Corporation shall each have such powers and perform such duties in the management of the affairs, property and business of the Corporation, subject to the control of and limitation by the Board of Directors, as generally pertain to their respective offices, as well as such powers and duties as may be authorized from time to time by the Board of Directors.

ARTICLE V
Certificates and Transfer of Shares

Section 5.01 Certificates. Unless otherwise provided pursuant to the Delaware General Corporation Law, the shares of stock of the Corporation shall be represented by certificates, as provided by the Delaware General Corporation Law. They shall be numbered and entered in the books of the Corporation as they are issued.

Section 5.02 Transfer of Shares.

(a) Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares or other securities of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, and cancel the old certificate, except to the extent the Corporation or such transfer agent may be prevented from so doing by law, by the order or process of any court of competent jurisdiction, or under any valid restriction on transfer imposed by the Certificate of Incorporation, these By-Laws, or agreement of security holders. Every such transfer shall be entered on the transfer books of the Corporation.

(b) The Corporation shall be entitled to treat the holder of record of any share or other security of the Corporation as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or security on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by law.

ARTICLE VI
Indemnification

Section 6.01 Indemnification of Directors and Officers. Each person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation (including the heirs, successors, executors or administrators, or estate of such persons) shall be indemnified by the Corporation as of right to the full extent permitted or authorized by the laws of the State of Delaware, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost, and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Corporation or, if serving

at the request of the Corporation, as a director or officer of another corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaws or under any agreement, vote of stockholders or disinterested directors of otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnification with respect to the same or different persons or classes of persons.

ARTICLE VII
Miscellaneous

Section 7.01 Corporate Seal. The seal of the Corporation shall be suitable in form and bear the name of the Corporation. The seal of the certificates for shares or any corporate obligation for the payment of money, or on any other instrument, may be a facsimile, engraved, printed or otherwise reproduced.

Section 7.02 Execution of Instruments. All corporate instruments and documents shall be signed or countersigned, executed, and, if desired, verified or acknowledged by a proper officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.03 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE VIII
Amendments

Section 8.01 Amendments. In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to adopt, amend and repeal these Bylaws subject to the power of the holders of capital stock of the Corporation to adopt, amend or repeal the Bylaws.

ARTICLE IX
Inconsistent Provisions

Section 9.01 Inconsistent Provisions. If any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the Delaware General Corporation Law or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

* * * * *

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of GFSI Holdings, Inc., a Delaware corporation, hereby certifies that the Amended and Restated Bylaws to which this Certificate is attached were duly adopted by the Board of Directors of said corporation as of the 8th day of November, 2010.

/s/ Joia M. Johnson
Joia M. Johnson

Secretary's Certificate Adopting GFSI Holdings, Inc. Amended and Restated Bylaws

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

GFSI, INC.

GFSI, INC. (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is GFSI, Inc. The date of the filing of the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was January 15, 1997.

2. The Corporation filed a Certificate of Amendment to the Certificate of Incorporation with the Secretary of State of the State of Delaware on March 20, 2006.

3. This Amended and Restated Certificate of Incorporation of the Corporation is being filed pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware ("DGCL") in order to amend and restate the Certificate of Incorporation.

8. The terms and provisions of this Amended and Restated Certificate of Incorporation were duly adopted in accordance with the provisions of Section 242 of the DGCL and have been consented to in writing by the stockholders of the Corporation, in accordance with the provisions of Section 228 of the DGCL.

9. This Amended and Restated Certificate of Incorporation will become effective on the date and at the time it is filed in the office of the Secretary of State of the State of Delaware (the "Effective Time").

10. From and after the Effective Time, the Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

1.

The name of the corporation (which is hereinafter referred to as the "Corporation") is GFSI, Inc.

2.

The address of the Corporation's registered agent in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is the Corporation Service Company.

3.

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law ("DGCL"), and the Corporation shall have all powers necessary to engage in such acts or activities, including, but not limited to, the powers enumerated in the DGCL or any amendment thereto.

4.

The total number of shares of stock which the Corporation shall have authority to issue is 100, all of which shall be common stock $0.01 par value ("Common Stock"). Shares of Common Stock shall have identical power, preferences, qualifications, limitations and other rights.

5.

The Board of Directors of the Corporation (the "Board") shall consist of that number of members as may be determined from time to time by resolution of the Board.

6.

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board is expressly authorized to make, alter and repeal the bylaws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any bylaw whether adopted by them or otherwise.

7.

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the

director derived an improper personal benefit. If the DGCL is amended subsequent to the date hereof to authorize corporate action further limiting or eliminating the personal liability of directors, then the liability of a director of the Corporation shall be limited or eliminated to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving, at the request of the Corporation, as a director, officer, employee or agent of another corporation, a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in the subsequent paragraph, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board of the Corporation. The right to indemnification conferred herein shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that, if the DGCL requires, the payment of such expenses incurred by a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this article or otherwise. The Corporation may, by action of its Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

If a claim under the preceding paragraph is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible

under the DGCL to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that the indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel or its stockholders) that the claimant has not met such applicable standard or conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred herein shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

The Corporation may, at its option and expense, maintain insurance to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

8.

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, subject to the provisions of article 7, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

* * * * *

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by an authorized officer of this Corporation on this 8th day of November, 2010.

/s/ Catherine A. Meeker

Name: Catherine A. Meeker
Title: Vice President and Assistant Secretary

[Signature page to GFSI Certificate Amendment]

AMENDED AND RESTATED

BYLAWS

of

GFSI, INC.

(Adopted as of November 8, 2010)

ARTICLE I
Offices

Section 1.01 Offices. The Corporation shall have its registered office in the State of Delaware, and may have such other offices and places of business within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
Stockholders

Section 2.01 Place of Meetings. Meetings of stockholders for any purpose may be held at such place or places, either within or without the State of Delaware, as shall be designated by the Board of Directors.

Section 2.02 Action by Written Consent of Stockholders. Any action of the stockholders required or permitted to be taken at any regular or special meeting thereof may be taken without any such meeting, notice of meeting or vote if a consent in writing setting forth the action thereby taken is signed by the holders of outstanding stock having not less than the number of votes that would have been necessary to authorize such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice of the taking of any such action shall be given to any stockholders entitled to vote who have not so consented in writing.

ARTICLE III
Directors

Section 3.01 Board of Directors. The management of the affairs, property and business of the Corporation shall be vested in a Board of Directors, the members of which need not be stockholders. In addition to the power and authority expressly conferred upon it by these Bylaws and the Certificate of Incorporation, the Board of Directors may take any action and do all such lawful acts and things on behalf of the Corporation and as are not by statute or by the Certificate of Incorporation required to be taken or done by the stockholders.

Section 3.02 Number. The number of directors shall be as fixed from time to time by the Board of Directors.

Section 3.03 Election and Term of Directors. The stockholders shall elect directors. Each director shall hold office until his successor, if any, has been elected and qualified, or until his earlier death, resignation or removal.

Section 3.04 Regular Meetings. Regular meetings of the Board of Directors may be held at such times as the Board of Directors may from time to time determine. No notice shall be required for any regular meeting of the Board of Directors.

Section 3.05 Special Meetings. Special meetings of the Board of Directors may be called by any two directors upon two business day's notice to each director either personally or by mail, telephone, telecopier, telegraph, or electronic transmission and if by telephone, telecopier, telegraph or electronic transmission confirmed in writing before or after the meeting, setting forth the time and place of such meeting. Notice of any special meeting need not be given, however, to any director who submits a signed waiver of notice, before or after the meeting, or who attends the meeting without objecting to the transaction of business.

Section 3.06 Place of Meetings.

(a) The Board of Directors may hold its meetings, regular or special, at such places, either within or without the State of Delaware, as it may from time to time determine or as shall be set forth in any notice of such meeting.

(b) Any meeting of the Board of Directors may be held by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and such participation shall constitute presence at the meeting.

Section 3.07 Adjourned Meetings. A majority of the directors present, whether or not a quorum, may adjourn any meeting of the Board of Directors to another time and place. Notice of such adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

Section 3.08 Quorum of Directors. A majority of the total number of directors shall constitute a quorum for the transaction of business. The total number of directors means the number of directors the Corporation would have if there were no vacancies.

Section 3.09 Action of the Board of Directors. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the question or action is one upon which a different vote is required by express provision of the Delaware General Corporation Law or the Certificate of Incorporation, in which case such provision shall govern the vote on the decision of such question or action. Each director present shall have one vote.

Section 3.10 Action by Written Consent of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent thereto is signed by all members of the Board of

Directors or of such committee, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

Section 3.11 Resignation. A director may resign at any time by giving written notice to the Board of Directors, the President, the Chief Executive Officer or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Board of Directors or such officer, and acceptance of the resignation shall not be necessary.

Section 3.12 Removal of Directors. Any or all of the directors may be removed at any time with or without cause by the stockholders.

Section 3.13 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors or vacancies occurring in the Board of Directors for any reason shall be filled by a vote of the stockholders. A director elected to fill a newly created directorship or to fill any vacancy shall hold office until his successor, if any, has been elected and qualified.

Section 3.14 Chairman. At all meetings of the Board of Directors, the Chairman of the Board or, if one has not been elected or appointed or in his absence, the President or Chief Executive Officer of the Corporation shall preside.

Section 3.15 Compensation. The Board of Directors shall have the authority to fix the compensation of directors for their services. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV
Officers

Section 4.01 Offices, Election and Term.

(a) The Board of Directors shall elect or appoint a President or Chief Executive Officer and a Secretary and may, in addition, elect or appoint at any time such other officers as it may determine. Any number of offices may be held by the same person.

(b) Unless otherwise specified by the Board of Directors, each officer shall be elected or appointed to hold office until his successor, if any, has been elected or appointed and qualified, or until his earlier death, resignation or removal.

(c) Any officer may resign at any time by giving written notice to the Board of Directors, the President, the Chief Executive Officer or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

(d) Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any vacancy occurring in any office by reason of death, resignation, removal or otherwise may be filled by the Board of Directors.

Section 4.02 Powers and Duties. The officers, agents and employees of the Corporation shall each have such powers and perform such duties in the management of the affairs, property and business of the Corporation, subject to the control of and limitation by the Board of Directors, as generally pertain to their respective offices, as well as such powers and duties as may be authorized from time to time by the Board of Directors.

ARTICLE V
Certificates and Transfer of Shares

Section 5.01 Certificates. Unless otherwise provided pursuant to the Delaware General Corporation Law, the shares of stock of the Corporation shall be represented by certificates, as provided by the Delaware General Corporation Law. They shall be numbered and entered in the books of the Corporation as they are issued.

Section 5.02 Transfer of Shares.

(a) Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares or other securities of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, and cancel the old certificate, except to the extent the Corporation or such transfer agent may be prevented from so doing by law, by the order or process of any court of competent jurisdiction, or under any valid restriction on transfer imposed by the Certificate of Incorporation, these By-Laws, or agreement of security holders. Every such transfer shall be entered on the transfer books of the Corporation.

(b) The Corporation shall be entitled to treat the holder of record of any share or other security of the Corporation as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or security on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by law.

ARTICLE VI
Indemnification

Section 6.01 Indemnification of Directors and Officers. Each person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation (including the heirs, successors, executors or administrators, or estate of such persons) shall be indemnified by the Corporation as of right to the full extent permitted or authorized by the laws of the State of Delaware, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost, and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Corporation or, if serving

at the request of the Corporation, as a director or officer of another corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaws or under any agreement, vote of stockholders or disinterested directors of otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnification with respect to the same or different persons or classes of persons.

ARTICLE VII
Miscellaneous

Section 7.01 Corporate Seal. The seal of the Corporation shall be suitable in form and bear the name of the Corporation. The seal of the certificates for shares or any corporate obligation for the payment of money, or on any other instrument, may be a facsimile, engraved, printed or otherwise reproduced.

Section 7.02 Execution of Instruments. All corporate instruments and documents shall be signed or countersigned, executed, and, if desired, verified or acknowledged by a proper officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.03 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE VIII
Amendments

Section 8.01 Amendments. In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to adopt, amend and repeal these Bylaws subject to the power of the holders of capital stock of the Corporation to adopt, amend or repeal the Bylaws.

ARTICLE IX
Inconsistent Provisions

Section 9.01 Inconsistent Provisions. If any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the Delaware General Corporation Law or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

* * * * *

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of GFSI, Inc., a Delaware corporation, hereby certifies that the Amended and Restated Bylaws to which this Certificate is attached were duly adopted by the Board of Directors of said corporation as of the 8th day of November, 2010.

/s/ Joia M. Johnson
Joia M. Johnson

Secretary's Certificate Adopting GFSI, Inc. Amended and Restated Bylaws

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

CC PRODUCTS, INC.

CC PRODUCTS, INC. (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is CC Products, Inc. The date of the filing of the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was April 20, 2001.

2. This Amended and Restated Certificate of Incorporation of the Corporation is being filed pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware ("DGCL") in order to amend and restate the Certificate of Incorporation.

3. The terms and provisions of this Amended and Restated Certificate of Incorporation were duly adopted in accordance with the provisions of Section 242 of the DGCL and have been consented to in writing by the stockholders of the Corporation, in accordance with the provisions of Section 228 of the DGCL.

4. This Amended and Restated Certificate of Incorporation will become effective on the date and at the time it is filed in the office of the Secretary of State of the State of Delaware (the "Effective Time").

5. From and after the Effective Time, the Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

1.

The name of the corporation (which is hereinafter referred to as the "Corporation") is CC Products, Inc.

2.

The address of the Corporation's registered agent in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is the Corporation Service Company.

3.

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law ("DGCL"), and the Corporation shall have all powers necessary to engage in such acts or activities, including, but not limited to, the powers enumerated in the DGCL or any amendment thereto.

4.

The total number of shares of stock which the Corporation shall have authority to issue is 100, all of which shall be common stock $0.001 par value ("Common Stock"). Shares of Common Stock shall have identical power, preferences, qualifications, limitations and other rights.

5.

The Board of Directors of the Corporation (the "Board") shall consist of that number of members as may be determined from time to time by resolution of the Board.

6.

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board is expressly authorized to make, alter and repeal the bylaws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any bylaw whether adopted by them or otherwise.

7.

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the

director derived an improper personal benefit. If the DGCL is amended subsequent to the date hereof to authorize corporate action further limiting or eliminating the personal liability of directors, then the liability of a director of the Corporation shall be limited or eliminated to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving, at the request of the Corporation, as a director, officer, employee or agent of another corporation, a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in the subsequent paragraph, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board of the Corporation. The right to indemnification conferred herein shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that, if the DGCL requires, the payment of such expenses incurred by a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this article or otherwise. The Corporation may, by action of its Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

If a claim under the preceding paragraph is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible

under the DGCL to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that the indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel or its stockholders) that the claimant has not met such applicable standard or conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred herein shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

The Corporation may, at its option and expense, maintain insurance to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

8.

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, subject to the provisions of article 7, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

* * * * *

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by an authorized officer of this Corporation on this 8th day of November, 2010.

/s/ Catherine A. Meeker

Name: Catherine A. Meeker
Title: Vice President and Assistant Secretary

[Signature page to CC Products Certificate Amendment]

AMENDED AND RESTATED

BYLAWS

of

CC PRODUCTS, INC.

(Adopted as of November 8, 2010)

ARTICLE I
Offices

Section 1.01 Offices. The Corporation shall have its registered office in the State of Delaware, and may have such other offices and places of business within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
Stockholders

Section 2.01 Place of Meetings. Meetings of stockholders for any purpose may be held at such place or places, either within or without the State of Delaware, as shall be designated by the Board of Directors.

Section 2.02 Action by Written Consent of Stockholders. Any action of the stockholders required or permitted to be taken at any regular or special meeting thereof may be taken without any such meeting, notice of meeting or vote if a consent in writing setting forth the action thereby taken is signed by the holders of outstanding stock having not less than the number of votes that would have been necessary to authorize such action at a meeting at which all shares entitled to vote were present and voted. Prompt notice of the taking of any such action shall be given to any stockholders entitled to vote who have not so consented in writing.

ARTICLE III
Directors

Section 3.01 Board of Directors. The management of the affairs, property and business of the Corporation shall be vested in a Board of Directors, the members of which need not be stockholders. In addition to the power and authority expressly conferred upon it by these Bylaws and the Certificate of Incorporation, the Board of Directors may take any action and do all such lawful acts and things on behalf of the Corporation and as are not by statute or by the Certificate of Incorporation required to be taken or done by the stockholders.

Section 3.02 Number. The number of directors shall be as fixed from time to time by the Board of Directors.

Section 3.03 Election and Term of Directors. The stockholders shall elect directors. Each director shall hold office until his successor, if any, has been elected and qualified, or until his earlier death, resignation or removal.

Section 3.04 Regular Meetings. Regular meetings of the Board of Directors may be held at such times as the Board of Directors may from time to time determine. No notice shall be required for any regular meeting of the Board of Directors.

Section 3.05 Special Meetings. Special meetings of the Board of Directors may be called by any two directors upon two business day's notice to each director either personally or by mail, telephone, telecopier, telegraph, or electronic transmission and if by telephone, telecopier, telegraph or electronic transmission confirmed in writing before or after the meeting, setting forth the time and place of such meeting. Notice of any special meeting need not be given, however, to any director who submits a signed waiver of notice, before or after the meeting, or who attends the meeting without objecting to the transaction of business.

Section 3.06 Place of Meetings.

(a) The Board of Directors may hold its meetings, regular or special, at such places, either within or without the State of Delaware, as it may from time to time determine or as shall be set forth in any notice of such meeting.

(b) Any meeting of the Board of Directors may be held by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and such participation shall constitute presence at the meeting.

Section 3.07 Adjourned Meetings. A majority of the directors present, whether or not a quorum, may adjourn any meeting of the Board of Directors to another time and place. Notice of such adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

Section 3.08 Quorum of Directors. A majority of the total number of directors shall constitute a quorum for the transaction of business. The total number of directors means the number of directors the Corporation would have if there were no vacancies.

Section 3.09 Action of the Board of Directors. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the question or action is one upon which a different vote is required by express provision of the Delaware General Corporation Law or the Certificate of Incorporation, in which case such provision shall govern the vote on the decision of such question or action. Each director present shall have one vote.

Section 3.10 Action by Written Consent of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent thereto is signed by all members of the Board of

Directors or of such committee, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

Section 3.11 Resignation. A director may resign at any time by giving written notice to the Board of Directors, the President, the Chief Executive Officer or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Board of Directors or such officer, and acceptance of the resignation shall not be necessary.

Section 3.12 Removal of Directors. Any or all of the directors may be removed at any time with or without cause by the stockholders.

Section 3.13 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors or vacancies occurring in the Board of Directors for any reason shall be filled by a vote of the stockholders. A director elected to fill a newly created directorship or to fill any vacancy shall hold office until his successor, if any, has been elected and qualified.

Section 3.14 Chairman. At all meetings of the Board of Directors, the Chairman of the Board or, if one has not been elected or appointed or in his absence, the President or Chief Executive Officer of the Corporation shall preside.

Section 3.15 Compensation. The Board of Directors shall have the authority to fix the compensation of directors for their services. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV
Officers

Section 4.01 Offices, Election and Term.

(a) The Board of Directors shall elect or appoint a President or Chief Executive Officer and a Secretary and may, in addition, elect or appoint at any time such other officers as it may determine. Any number of offices may be held by the same person.

(b) Unless otherwise specified by the Board of Directors, each officer shall be elected or appointed to hold office until his successor, if any, has been elected or appointed and qualified, or until his earlier death, resignation or removal.

(c) Any officer may resign at any time by giving written notice to the Board of Directors, the President, the Chief Executive Officer or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

(d) Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any vacancy occurring in any office by reason of death, resignation, removal or otherwise may be filled by the Board of Directors.

Section 4.02 Powers and Duties. The officers, agents and employees of the Corporation shall each have such powers and perform such duties in the management of the affairs, property and business of the Corporation, subject to the control of and limitation by the Board of Directors, as generally pertain to their respective offices, as well as such powers and duties as may be authorized from time to time by the Board of Directors.

ARTICLE V
Certificates and Transfer of Shares

Section 5.01 Certificates. Unless otherwise provided pursuant to the Delaware General Corporation Law, the shares of stock of the Corporation shall be represented by certificates, as provided by the Delaware General Corporation Law. They shall be numbered and entered in the books of the Corporation as they are issued.

Section 5.02 Transfer of Shares.

(a) Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares or other securities of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, and cancel the old certificate, except to the extent the Corporation or such transfer agent may be prevented from so doing by law, by the order or process of any court of competent jurisdiction, or under any valid restriction on transfer imposed by the Certificate of Incorporation, these By-Laws, or agreement of security holders. Every such transfer shall be entered on the transfer books of the Corporation.

(b) The Corporation shall be entitled to treat the holder of record of any share or other security of the Corporation as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or security on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by law.

ARTICLE VI
Indemnification

Section 6.01 Indemnification of Directors and Officers. Each person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation (including the heirs, successors, executors or administrators, or estate of such persons) shall be indemnified by the Corporation as of right to the full extent permitted or authorized by the laws of the State of Delaware, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost, and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Corporation or, if serving

at the request of the Corporation, as a director or officer of another corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaws or under any agreement, vote of stockholders or disinterested directors of otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnification with respect to the same or different persons or classes of persons.

ARTICLE VII
Miscellaneous

Section 7.01 Corporate Seal. The seal of the Corporation shall be suitable in form and bear the name of the Corporation. The seal of the certificates for shares or any corporate obligation for the payment of money, or on any other instrument, may be a facsimile, engraved, printed or otherwise reproduced.

Section 7.02 Execution of Instruments. All corporate instruments and documents shall be signed or countersigned, executed, and, if desired, verified or acknowledged by a proper officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.03 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE VIII
Amendments

Section 8.01 Amendments. In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to adopt, amend and repeal these Bylaws subject to the power of the holders of capital stock of the Corporation to adopt, amend or repeal the Bylaws.

ARTICLE IX
Inconsistent Provisions

Section 9.01 Inconsistent Provisions. If any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the Delaware General Corporation Law or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

* * * * *

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of CC Products, Inc., a Delaware corporation, hereby certifies that the Amended and Restated Bylaws to which this Certificate is attached were duly adopted by the Board of Directors of said corporation as of the 8th day of November, 2010.

/s/ Joia M. Johnson
Joia M. Johnson

Secretary's Certificate Adopting CC Products, Inc. Amended and Restated Bylaws

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SECRETARY OF STATE
KANSAS

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ARTICLES OF INCORPORATION

OF

EVENT 1, INC.

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2572212
51 NEW CORPORATION
$75.00

The undersigned does hereby adopt the following Articles of Incorporation for the purpose of forming a corporation under the Kansas General Corporation Code.

ARTICLE I

The name of the corporation is Event 1, Inc.

ARTICLE II

The initial registered office of the corporation in the State of Kansas shall be located at 32 Corporate Woods, Suite 1100, 9225 Indian Creek Parkway, Overland Park, Johnson County, Kansas. The initial resident agent at such address shall be STK Registered Agent, Inc.

ARTICLE III

The aggregate number of shares which the corporation shall have authority to issue shall be one hundred thousand (l00,000) shares, all of which shall be common stock shares of the par value of One Dollar ($1.00) each, amounting in the aggregate to One hundred Thousand Dollars ($100,000.00).

ARTICLE IV

The shareholders of the corporation are hereby granted preemptive rights to subscribe to any or all additional issues of stock of the corporation of any or all classes or series thereof, or to any securities of the corporation convertible into the corporation's stock.

ARTICLE V

No person serving as a director of the corporation shall have any personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under

the provisions of K.S.A. 17-6424 and amendments thereto, or (d) for any transaction from which, the director derived an improper personal benefit.

ARTICLE VI

The name and mailing address of the incorporator is as follows:

Lawrence A. Swain
12516 Alhambra
Leawood, KS 66209

ARTICLE VII

The powers of the incorporator shall terminate upon the filing of these Articles of Incorporation, and the name and mailing address of the person who is to serve as director until the first annual meeting of stockholders or until his successor is elected and qualified is:

Mr. John L. Menghini
9700 Commerce Parkway
Lenexa, Kansas 66219

Thereafter, the number of Directors of the corporation shall be fixed by the By-Laws of the corporation.

ARTICLE VIII

The purposes for which this corporation is formed are as follows:

To engage in the business of the development, manufacturing, marketing and sale of promotional and licensed merchandise.

To engage in any lawful conduct or activity for which corporations may be organized under the Kansas General Corporation Code.

ARTICLE IX

The By-Laws of the corporation shall be adopted at the first meeting of the Board of Directors of the corporation. Thereafter, the By-Laws of the corporation may be repealed, altered or amended by the stockholder or stockholders at any meeting of the stockholders, regular or special, or by the Board of Directors at any meeting of the Board of Directors.

ARTICLE X

The corporation reserves the right to amend, alter, modify, change or repeal any provision contained in these Articles of Incorporation, or any amendment of the provisions hereof, in the manner now or hereafter prescribed by statute, and all rights and powers conferred herein on shareholders, directors, and officers are subject to this reserved power; provided, however, that in default of express statutory provision therefor, these Articles of Incorporation may be amended in any respect by a majority vote of the shareholders.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of January, 1998.

/s/ LAWRENCE A. SWAIN
LAWRENCE A. SWAIN

STATE OF MISSOURI)
) ss.
COUNTY OF JOHNSON)

I, Geneva L. Reimer, a Notary Public, hereby certify that on the 28th day of January, 1998, personally appeared before me Lawrence A. Swain, who being by me first duly sworn, acknowledged and declared that he is the person who signed the foregoing document as incorporator and the statements therein contained are true.

/s/ Geneva L. Reimer
Notary Public in and for said
County and State

My Commission Expires:

AMENDED AND RESTATED

BY-LAWS

OF

EVENT 1, INC.

(Adopted as of November 8, 2010)

ARTICLE I

Name and Location

Section 1. The name of the corporation is Event 1, Inc.

Section 2. The corporation shall have offices and places of business at such other place or places either within or without the State of Kansas as may be determined from time to time by the Board of Directors.

ARTICLE II

Shareholders

Section 1. An annual meeting of the shareholders of the Corporation shall be held on the third Tuesday in September of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 9:00 a.m., or at such other date and time as shall be determined from time to time by the Board of Directors as stated in the notice of the meeting.

Section 2. Special meetings of the shareholders may be called at any time by the President, Board of Directors, or the holders of not less than one-fifth (1/5) of the outstanding shares of common stock entitled to vote at such meeting.

Section 3. Annual and special meetings of the shareholders shall be held at the then registered office of the corporation, or at such other place within or without the State of Kansas as the notice of such meeting shall specify, or as the shareholders may agree.

Section 4. Written or printed notice of each meeting of shareholders stating the place, day and hour of the meeting, and, in case of a special meeting, .the purpose or purposes for which the meeting is called, shall be delivered or given not less than ten (10) or more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 5. Any shareholders' meeting may be adjourned from time to time until its business is completed, and the shareholders present at any meeting, or any adjourned meeting, though less than a quorum, may adjourn from time to time to a specified date not longer than

ninety (90) days after such adjournment, without the notice other than announcement at the meeting, until a quorum shall be obtained.

Section 6. At all meetings of the shareholders of this corporation, the shareholders of record on the books of the corporation holding a majority of the outstanding shares of common stock entitled to vote, shall constitute a quorum. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these By-Laws or the laws of the State of Kansas then in effect.

Section 7. At any meeting of the shareholders, the shareholder entitled to vote at such meeting may be represented by proxy, evidence of which shall be in writing and exhibited to the proper officers.

Section 8. At a meeting of the shareholders, inspectors of election shall be required only upon the request of the holders and proxies of holders of a majority of the stock represented at such meeting, and, unless so requested, such inspectors shall not be required.

Section 9. Any shareholder may waive notice of any shareholders' meeting either in writing or by telegram, before or after the time of such meeting, and whether he attends the meeting or not and the presence of the shareholder in person or by proxy at any shareholders' meeting shall be a waiver of any notice required herein or by law provided for except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Whenever all persons entitled to vote at any meeting or the shareholders consent either by a writing on the records of the meeting, or filed with the Secretary, or by presence at such meeting, and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the proceedings at such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business, including the election of directors, may be transacted unless excepted from the written consent or unless objected to at the time for want of notice. If any meeting of the shareholders be irregular for want of notice, or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid, and the irregularity or defect therein waived, by a writing signed by all persons having the right to vote at such meeting. Such consent or ratification and approval may be by proxy or attorney, but all such proxies and powers of attorney must be in writing and delivered to the Secretary.

Section 10. Persons holding stock which has been pledged, or holding stock as executor, administrator, guardian or trustee, may represent and vote the same on all issues.

Section 11. Any action required by the shareholders to be taken at a meeting of the shareholders of the corporation of any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consent in writing, setting forth the action so to be taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held and may be stated as such in a certificate or document filed by the corporation. The Secretary shall file such consent with the minutes of the meeting of the shareholders.

ARTICLE III

Board of Directors

Section 1. The initial Board of Directors shall consist of the person set forth in the Articles of Incorporation. Thereafter, the Board of Directors shall consist of not less than one (1) or more than seven (7) persons, with the exact number of directors to be fixed from time to time by resolution of the Board of Directors or the shareholders, which persons shall be elected by the shareholders at the first meeting of the shareholders and thereafter at the annual meeting or at a special meeting of the shareholders called for that purpose. Each director shall hold office until the next succeeding annual meeting of shareholders or until his successor is duly elected and qualified, unless he resigns or is removed from office at an earlier date. The directors shall hold office at the pleasure of the shareholders and may be removed at any time, with or without cause, by a majority vote of the shareholders. In case of the death, resignation or removal of one or more of the directors of the corporation, a majority of the survivors or remaining directors may fill the vacancy or vacancies until the successor or successors are elected at the next annual meeting of the shareholders or until a special shareholders' meeting shall be called and held to fill such vacancy or vacancies.

Section 2. All meetings of the Board of Directors of this corporation may be held within or without the State of Kansas as may be provided in the resolution or notice calling such meeting. An annual meeting of the Board of Directors of the Corporation shall be held on the third Tuesday in September of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 9:30 a.m., or at such other date and time as shall be determined from time to time by the Board of Directors. At the annual meeting the directors shall elect officers of the Corporation to serve until the next annual meeting of the Board of Directors and until their successors are elected and qualified, or until their earlier resignation and removal, and shall transact such other business as may be brought before the meeting. No notice of such annual meeting of the directors need be given. If for any reason such annual meeting of the directors is not or cannot be held as herein prescribed, the officers may be elected at the first meeting of the directors thereafter called pursuant to these By-Laws. Regular meetings of the Board of Directors shall be held at such times as the Board may from time to time provide and without any notice other than the resolution or action providing for such meetings. Special meetings of the Board of Directors may be called at any time upon the call of any member of the Board. Written notice of all special meetings of the Board of Directors shall be given to each director, upon which notice shall state the time, place and purpose of such meeting, and shall be personally served upon each director at least one day before such meeting, or sent by mail or telegram at least two days before such meeting, addressed to the last known residence or place of business of each director. Attendance of a director at any meeting, whether regular or special, shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Whenever all persons entitled to vote at any meeting of the directors consent, either by a writing on the records of the meeting or filed with the Secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the proceedings at such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or objected to at the time for want of

notice. If any meeting of the directors be irregular for want of notice, or of such consent, provided a quorum was present at such meeting, the proceedings of such meeting may be ratified and approved and rendered likewise valid, and the irregularity or defect therein waived, by a writing signed by all persons having the right to vote at such meeting. Whenever any notice is required to be given to any director under any provisions of the By-Laws, a waiver thereof in writing, signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 3. A majority of the Board of Directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be valid as a corporate act, except as may be otherwise specifically required by law or by the Articles of Incorporation or by these By-Laws; and if less than a quorum be present at any meeting, those present may adjourn from time to time and fix dates for subsequent meetings until a quorum shall be present.

Section 4. The property and business of the corporation shall be controlled and managed by the Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-Laws directed or required to be exercised or done by the shareholders.

Section 5. The Board of Directors may by resolution adopted by a majority of the entire Board, designate two or more of the directors to constitute an agent or committee of the Board, which agent or committee shall have and exercise all of the authority of the Board of Directors to the extent provided in said resolution in the management of the corporation and may have the power to authorize the seal of the corporation to be affixed to all papers which may require it. Such agent or committee shall keep a regular record of the actions taken in accordance with the resolution authorizing such agent or committee to act and shall report the same to the Board of Directors when required.

Section 6. Directors as such shall not receive any stated salary for their services but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 1. The officers of the corporation shall consist of a President, the Secretary and a Treasurer. The Board of Directors may also choose and appoint one or more Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers, and such additional officers and agents, if any, as it may deem necessary from time to time. Any two or more offices may be held by one and the same person.

Section 2. The officers shall be elected at the first meeting of the Board of Directors held after the annual meeting of the shareholders or as soon thereafter as possible. A majority of the

votes cast shall be necessary for the election of any person to an office of the corporation. The officers shall hold office at the pleasure of the Board of Directors from the dates of their respective elections and may be removed at any time with or without cause by a majority vote of all of the directors. Absent prior removal by the directors, the officers shall continue in office from the date of their respective elections until the first meeting of the Board of Directors after the next annual meeting of the shareholders and until their successors are duly elected and qualified.

Section 3. The President shall preside at all meetings of the Board of Directors; shall sign all notes, agreements or other instruments in writing made and entered into for or on behalf of the corporation; and sign all certificates of stock, and he shall have general supervision over the business and affairs of the corporation. The President of the corporation shall be its chief officer and shall perform such duties as usually pertain to that office.

Section 4. The Vice Presidents in order of their seniority shall perform all of the duties of the President in the event of the death, disability or absence of the President and such other duties, if any, as may be prescribed by the Board of Directors.

Section 5. The Secretary shall keep an accurate record of the proceedings of the meetings of the shareholders and directors; he shall give notice of the meetings of the shareholders and of the directors required by law and these By-Laws; he shall countersign all certificates of stock; the Secretary shall attach the corporate seal to stock certificates and to all other documents and instruments requiring it and shall perform such other duties as are usually incident to the office of the Secretary. The Assistant Secretaries in the order of their seniority shall perform all of the — duties of the Secretary in the event of the death, disability or absence of the Secretary and such other duties, if any, as may be prescribed by the Board of Directors. The Assistant Secretary is specifically authorized to perform the duties and functions of the Secretary, including but not limited to the attestation or certification of written documents on behalf of the corporation and placing the corporate seal on such documents when the Secretary of the corporation is absent from the principal place of business and office of the corporation.

Section 6. The Treasurer shall have charge of the funds of the corporation and shall keep an accurate account of all financial transactions of the corporation. The Treasurer shall deposit or cause to be deposited all funds of the corporation in the corporation’s name in such banking institution or institutions as may be designated by the Board of Directors. The Treasurer shall make a report to the shareholders at the annual shareholders’ meeting and shall make additional reports to the President and to the Board of Directors whenever so directed by the President or the Board. The Assistant Treasurer is specifically authorized to perform the duties and functions of the Treasurer when the Treasurer is absent from the principal place of business and office of the corporation. The Assistant Treasurer shall also perform any other duties as may be prescribed by the Board of Directors.

Section 7. The Board of Directors may require any officer or officers to furnish the corporation a bond in such form and sum and with security satisfactory to the Board of Directors for the faithful performance of the duties of their offices and the restoration to the corporation in case of death, resignation or removal from office of such officer or officers of all books, papers, vouchers, money and other property, whatsoever kind, in their possession belonging to the

corporation. Nothing contained in this section shall be construed as requiring such a bond unless the directors in their discretion determine that such bond shall be furnished.

Section 8. The Board of Directors shall from time to time in its discretion fix or alter the compensation of any officer. The Board of Directors may delegate the power to alter and fix compensation of any officer by a vote of the majority of the full Board of Directors by a resolution at any meeting of the Board of Directors.

Section 9. Checks, drafts or other orders for the payment of money of this corporation shall be signed by such person or persons as the Board of Directors may from time to time designate. A person so designated need not necessarily be an officer of the corporation.

ARTICLE V

Capitalization, Certificates of Stock and Transfers

Section 1. The authorized capital stock of this corporation shall be as set forth in the Articles of Incorporation or amendments thereto made from time to time.

Section 2. The certificates of stock of this corporation shall be in such form, not inconsistent-with the Articles of Incorporation, as shall be prepared or approved by the Board of Directors_ Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall bear the corporate seal. All certificates shall be consecutively numbered. The name of the person owning the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the corporation. Shares of the stock of the corporation shall be transferred. only on the books of the corporation upon the authority of the holder thereof and upon surrender and cancellation of certificates for a like number of shares.

Section 3. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Kansas.

Section 4. In the case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors, and if the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the corporation to issue a new certificate upon the filing of a bond in such penal sum, with such condition, in such forms and with such surety as the Board of Directors may prescribe, to indemnify and save harmless this corporation from any loss, expense, damage or liability occasioned by the issuance of such new certificate, and

upon the filing of such bond, the proper officers of the corporation shall issue a new certificate for the number of shares to the owner of the certificate so lost or destroyed.

Section 5. Any and all stock not issued shall be held by the corporation subject to the disposal of the Board of Directors and such unissued stock shall neither vote nor participate in dividends.

Section 6. All the issued and outstanding stock of the corporation that may be purchased or otherwise acquired by the corporation shall be treasury stock, and shall be subject to the disposal of the Board of Directors and such treasury stock shall neither vote nor participate in dividends while held by the corporation.

Section 7. The records of the corporation concerning transfers of common stock of the corporation shall be closed for a period of thirty days before the day of payment of any dividend and before each annual meeting of the shareholders and the shareholders of record before such closing of the books prior to the payment of dividend or each annual meeting of the shareholders shall be considered the correct and true record of the shareholders for the purpose of the payment of such a dividend and for all purposes with respect to such annual meeting of the shareholders.

ARTICLE VI

Seal

Section 1. The seal of the corporation shall be in circular form with the following words thereon: “EVENT 1, INC. — KANSAS — CORPORATE SEAL.”

Section 2. The corporate seal may be affixed to any instrument by impression only, unless by resolution of a majority of the Board of Directors specific authorization is given to attach the corporate seal to multiple instruments by reproduction, by engraving, printing, or other facsimile process.

ARTICLE VII

Agents and Attorneys

Section 1. The Board of Directors may appoint such agents, attorneys and attorneys in fact of the corporation as it may deem proper and may by written power of attorney authorize such agents, attorneys or attorneys in fact to represent it and for it and in its name, place and stead and for its use and benefit to transact any and all business which said corporation is authorized to transact or do by its Articles of Incorporation and in its name, place and stead and as its corporate act and deed, to sign, acknowledge and execute any and all contracts or instruments in writing necessary or convenient in the transaction of such business as fully to all intents and purposes as said corporation might or could do if it acted by or through its regularly elected and qualified officers.

Section 2. The appointments, authorization and powers referred to in Section 1 of this Article shall not be valid unless authorized or permitted by resolution passed by a majority of the Board of Directors at any meeting of the Directors, regular or special.

ARTICLE VIII

Indemnification of Directors and Officers

Section 1. Any person, by reason of the fact that he was or is a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation for expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any suit, action or proceeding, including attorneys' fees, if such person was or is a party, or is threatened to be made a party, to any threatened, pending or " completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action, suit or proceeding by or in the right of the corporation. However, the corporation shall not indemnify such officer or director if such person did not act in good faith and in. a manner he reasonably believed to be in or not opposed to the best interests of the corporation. Termination of any suit, action or proceedings by judgment, order, settlement or upon a plea of nolo contendere, or its equivalent, shall nor create a presumption that such officer or director did not act in good faith and in a manner he did not reasonably_ believe to be in or not opposed to the best interest of the corporation.

Section 2. Any person, by reason of the fact that he was or is a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation for expenses, judgments, fines and amounts paid in settlements actually and reasonably incurred by him in connection with any suit, action or proceeding, including attorneys' fees, if such person was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative, brought by or in the right of the corporation. However, the corporation shall not indemnify such officer or director if such person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and if such person be adjudged liable for negligence or misconduct in the performance of his duty to the corporation, the corporation shall only indemnify such person to the extent that the Court in which the action or suit was brought shall determine upon application that, such person is reasonably entitled to indemnity for all or any portion thereof of such judgments, fines or expenses, including but not limited to attorneys' fees, which the Court shall deem proper.

Section 3. The corporation shall indemnify any officer or director who is successful on the merits or otherwise in defense of any suit, action or proceedings referred to in Section 1 and Section 2 to the extent of all expenses actually and reasonably incurred by him in connection with such defense, including, but not limited to, attorneys' fees.

Section 4. The corporation shall not indemnify any director or officer for any fine, settlement, judgment or reasonable expenses or attorneys' fees, unless a determination is made that such director or officer has met the applicable standards of conduct set forth in this Article.

Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority vote of the common stockholders.

Section 5. The corporation shall upon written request of the officer or director pay the expenses of defending any actual or threatened action, suit or proceedings in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by the officer or director to repay such amount unless it shall be ultimately determined as provided in Section 4 that he is entitled to be indemnified by the corporation.

Section 6. The corporation shall have the power to purchase insurance on behalf of any officer or director of the corporation or anyone serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprises against any liability asserted against or incurred by him in such capacity, whether or not the corporation would have the power to indemnify him against such liability under this Article. The right of indemnification under this Article shall not be exclusive, but shall be in addition to all other rights and remedies to which any director or officer may be entitled as a matter of law.

ARTICLE IX

Joint Meetings of Directors
and Shareholders

Section 1. Joint meetings of the directors and shareholders of this corporation may be held at any time or at any place pursuant to a resolution duly adopted by the Board of Directors.

Section 2. The minutes of any joint meeting of the shareholders and directors as provided in Section 1 of this Article shall affirmatively show the number of shares of stock of the corporation represented at such meeting and the number of shares of stock voted for or against any resolution, motion or proposition submitted at such meeting.

* * * * *

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of Event 1, Inc., a Kansas corporation, hereby certifies that the Amended and Restated Bylaws to which this Certificate is attached were duly adopted by the sole stockholder of said corporation as of the 8TH day of November, 2010.

/s/ Joia M. Johnson

Joia M. Johnson

VENABLE LLP

750 E. Pratt Street, Suite 900
Baltimore, Maryland 21202

Telephone 410-244-7400
Facsimile 410-244-7742

www.venable.com

December 10, 2010

Hanesbrands Inc.
1000 East Hanes Mill Road
Winston Salem, NC 27105

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have served as Maryland counsel to Hanesbrands Inc., a Maryland corporation (the "Company"), in connection with certain matters of Maryland law arising out of the registration by the Company of $1,000,000,000 aggregate principal amount of Senior Notes due 2020 (the "Exchange Securities"), covered by the Registration Statement on Form S-4 (the "Registration Statement"), as filed by the Company and certain subsidiary guarantors (the "Guarantors") on or about the date hereof with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Exchange Securities will be issued by the Company in exchange for the outstanding $1,000,000,000 aggregate principal amount of the Company's Senior Notes due 2020 (the "Original Securities") that were issued pursuant to that certain Purchase Agreement, dated as of November 4, 2010 (the "Agreement"), among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities Inc. and Goldman, Sachs & Co., as representatives of the several purchasers named in Schedule I thereto, the Company and the Guarantors.

In connection with our representation of the Company, and as a basis for the opinion hereinafter set forth, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (hereinafter collectively referred to as the "Documents"):

1. The Registration Statement and the related form of prospectus included therein in the form in which it was transmitted to the Commission under the Securities Act;

2. The charter of the Company, certified by the State Department of Assessments and Taxation of Maryland (the "SDAT");

3. The Bylaws of the Company, certified as of the date hereof by an officer of the Company;

4. A certificate of the SDAT as to the good standing of the Company, dated as of a recent date;

5. The Agreement;

6. The Indenture, dated as of August 1, 2008, among the Company, the guarantors named therein and Branch Banking & Trust Company, as trustee (the "Trustee"), as supplemented by the Fourth Supplemental Indenture, dated November 9, 2010, by and between the Company, the guarantors named therein and the Trustee with respect to the Exchange Securities (as so supplemented, the "Indenture");

7. Resolutions of the Board of Directors of the Company relating to, among other things, the execution and delivery by the Company of the Agreement and the Indenture and the issuance of the Exchange Securities, certified as of the date hereof by an officer of the Company;

8. A certificate executed by an officer of the Company, dated as of the date hereof; and

9. Such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth below, subject to the assumptions, limitations and qualifications stated herein.

In expressing the opinion set forth below, we have assumed the following:

1. Each individual executing any of the Documents, whether on behalf of such individual or another person, is legally competent to do so.

2. Each individual executing any of the Documents on behalf of a party (other than the Company) is duly authorized to do so.

3. Each of the parties (other than the Company) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding and are enforceable in accordance with all stated terms.

4. All Documents submitted to us as originals are authentic. The form and content of all Documents submitted to us as unexecuted drafts do not differ in any material respect relevant to this opinion from the form and content of such Documents as executed and delivered. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all Documents are genuine. All public records reviewed or relied upon by us or on our behalf are true and complete. All representations, warranties, statements and information contained in the Documents are true and complete. There has been no oral or written modification of or amendment to any of the Documents, and there has been no waiver of any provision of any of the Documents, by action or omission of the parties or otherwise.

5. The Exchange Securities, if and when issued, will have substantially identical terms as the Original Securities and be issued in exchange therefor as contemplated by the Indenture, the Agreement and the Registration Statement.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that:

1. The Company is a corporation duly incorporated and existing under and by virtue of the laws of the State of Maryland and is in good standing with the SDAT. The Company has the corporate power to issue the Exchange Securities.

2. The execution, delivery and performance of its obligations under the Indenture have been duly authorized by all necessary corporate action of the Company. The Exchange Securities have been duly authorized for issuance by the Company.

3. The Indenture has been duly executed and delivered by the Company.

The foregoing opinion is limited to the laws of the State of Maryland and we do not express any opinion herein concerning any other law. We express no opinion as to the applicability or effect of federal or state securities laws, including the securities laws of the State of Maryland, or as to federal or state laws regarding fraudulent transfers. We note that each of the Agreement and the Indenture provides that it shall be governed by the laws of the State of New York. To the extent that any matter as to which our opinion is expressed herein would be governed by the laws of any jurisdiction other than the State of Maryland, we do not express any opinion on such matter. The opinion expressed herein is subject to the effect of judicial

decisions which may permit the introduction of parol evidence to modify the terms or the interpretation of agreements.

The opinion expressed herein is limited to the matters specifically set forth herein and no other opinion shall be inferred beyond the matters expressly stated. We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

This opinion is being furnished to you for submission to the Commission as an exhibit to the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and the said incorporation by reference and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ VENABLE LLP

Exhibit 5.2

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, Illinois 60654

312 862-2000

Facsimile:
312 862-2200

www.kirkland.com

December 10, 2010

Hanesbrands Inc.
1000 East Hanes Mill Road
Winston-Salem, NC 27105

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special legal counsel to Hanesbrands Inc., a Maryland corporation (the "Issuer") and the guarantors set forth on Exhibit A hereto (the "Guarantors" and, together with the Issuer, the "Registrants"). In this opinion letter, Hanesbrands Direct, LLC, a Colorado limited liability company, is also referred to as the "Colorado Registrant" and Event 1, Inc., a Kansas corporation, is also referred to as the "Kansas Registrant." This opinion letter is being delivered in connection with the proposed registration by the Issuer of up to $1,000,000,000 in aggregate principal amount of the Issuer's 6.375% Senior Notes due 2020 (the "Exchange Notes") pursuant to a Registration Statement on Form S-4, filed with the Securities and Exchange Commission (the "Commission") on December 10, 2010, under the Securities Act of 1933, as amended (the "Act"). Such Registration Statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement."

The obligations of the Issuer under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"). The Exchange Notes and the Guarantees are to be issued pursuant to the Indenture (the "Base Indenture"), dated as of December 1, 2008, by and among the Issuer and Branch Banking and Trust Company, as trustee (the "Trustee"), as supplemented by the Fourth Supplemental Indenture, dated as of November 9, 2010, among the Issuer, the Guarantors, other guarantors named therein and the Trustee (the "Supplemental Indenture," and together with the Base Indenture, the "Indenture"). The Exchange Notes and the Guarantees are to be issued in exchange for and in replacement of the Issuer's outstanding 6.375% Senior Notes due 2020 (the "Old Notes") and the related guarantees, of which we understand $1,000,000,000 in aggregate principal amount is outstanding.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) resolutions of the Registrants with respect to the issuance of the Exchange Notes and the Guarantees, (ii) the Indenture, (iii) the Registration Statement and (iv) the Registration Rights Agreement, dated as of November 9, 2010, by and among the Issuer, certain subsidiaries of the Issuer and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., HSBC

Securities (USA) Inc., J.P. Morgan Securities LLC and Goldman, Sachs & Co., as representatives of the several initial purchasers set forth on Exhibit B hereto.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto (other than the Registrants) and the due authorization, execution and delivery of all documents by the parties thereto (other than the Registrants). We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Registrants and others.

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) or (iii) other commonly recognized statutory and judicial constraints on enforceability including statutes of limitations. In addition, we do not express any opinion as to the enforceability of any rights to contribution or indemnification which may be violative of public policy underlying any law, rule or regulation (including federal or state securities laws, rules or regulations) or the enforceability of Section 11.03 of the Supplemental Indenture (the so-called "fraudulent conveyance or fraudulent transfer savings clause") (and any similar provision in any other document or agreement) to the extent such provisions purport to limit the amount of the obligations of any party or the right to contribution of any other party with respect to such obligations.

Based upon and subject to the assumptions, qualifications, exclusions and limitations and the further limitations set forth below, we are of the opinion that when (i) the Registration Statement becomes effective, (ii) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended and (iii) the Exchange Notes have been duly executed and authenticated in accordance with the provisions of the Indenture, and duly delivered to the holders thereof in exchange for the Old Notes, the Exchange Notes will be binding obligations of the Issuer and the Guarantees will be binding obligations of the Guarantors.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.2 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of New York, the General Corporation Law of the State of Delaware or the Limited Liability Company Act of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing), and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. For purposes of our opinion that the Exchange Notes will be binding obligations of the Issuer and the Guarantees will be binding obligations of the Guarantors, we have, without conducting any research or investigation with respect thereto, relied on the opinions of (i) Venable LLP, with respect to the Issuer, (ii) Hogan Lovells US LLP, with respect to the Colorado Registrant and (iii) Foulston Siefkin LLP, with respect to the Kansas Registrant, that such Exchange Notes and Guarantees have been duly authorized, executed and delivered, and for certain other matters under the laws of their respective states of organization. We have made no investigation of, and do not express or imply an opinion on, the laws of such states. This letter is not intended to guarantee the outcome of any legal dispute which may arise in the future. We are not qualified to practice law in the State of Delaware and our opinions herein regarding Delaware law are limited solely to our review of provisions of the General Corporation Law of the State of Delaware and the Limited Liability Company Act of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing) which we consider normally applicable to transactions of this type, without our having made any special investigation as to the applicability of another statute, law, rule or regulation. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or “blue sky”) laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the present laws of the States of New York or Delaware be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

Sincerely,

/s/ Kirkland & Ellis LLP

Kirkland & Ellis LLP

EXHIBIT A

Guarantors

Name of Guarantor	**Jurisdiction of Formation**
BA International, L.L.C.	Delaware
Caribesock, Inc.	Delaware
Caribetex, Inc.	Delaware
CASA International, LLC	Delaware
Ceibena Del, Inc.	Delaware
Hanes Menswear, LLC	Delaware
Hanes Puerto Rico, Inc.	Delaware
Hanesbrands Direct, LLC	Colorado
Hanesbrands Distribution, Inc.	Delaware
HBI Branded Apparel Enterprises, LLC	Delaware
HBI Branded Apparel Limited, Inc.	Delaware
HbI International, LLC	Delaware
HBI Sourcing, LLC	Delaware
Inner Self LLC	Delaware
Jasper-Costa Rica, L.L.C.	Delaware
Playtex Dorado, LLC	Delaware
Playtex Industries, Inc.	Delaware
Seamless Textiles, LLC	Delaware
UPCR, Inc.	Delaware
UPEL, Inc.	Delaware
GearCo, Inc.	Delaware
GFSI Holdings, Inc.	Delaware
GFSI, Inc.	Delaware
CC Products, Inc.	Delaware
Event 1, Inc.	Kansas

EXHIBIT B

Initial Purchasers

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Barclays Capital Inc.
HSBC Securities (USA) Inc.
J.P. Morgan Securities LLC
Goldman, Sachs & Co.
BB&T Capital Markets, a division of Scott & Stringfellow, LLC
Fifth Third Securities Inc.
PNC Capital Markets LLC
RBC Capital Markets, LLC
Scotia Capital (USA) Inc.
SunTrust Robinson Humphrey, Inc.

Exhibit 5.3

Hogan Lovells US LLP
One Tabor Center, Suite 1500
1200 Seventeenth Street
Denver, CO 80202
T +1 303 899 7300
F +1 303 899 7333
www.hoganlovells.com

December 10, 2010

Board of Directors
Hanesbrands Inc.
1000 East Hanes Mill Road
Winston-Salem, NC 27105

Ladies and Gentlemen:

This firm has acted as special Colorado counsel to Hanesbrands Direct, LLC, a Colorado limited liability company (the "**Colorado Guarantor**"), in connection with the Registration Statement on Form S-4 (the "**Registration Statement**") filed by Hanesbrands Inc., a Maryland corporation (the "**Issuer**"), and its subsidiaries listed in the Registration Statement, including the Colorado Guarantor, with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**"), relating to the proposed public offering of up to $1,000,000,000.00 in aggregate principal amount of the Issuer's 6.375% Senior Exchange Notes due 2020 (the "**Exchange Notes**") in exchange for up to $1,000,000,000.00 in aggregate principal amount of the Issuer's outstanding 6.375% Senior Notes due 2020, and in connection with the related guarantee as to payment of principal, premium, if any, and interest on the Exchange Notes on an unsecured senior basis by the Colorado Guarantor (the "**Colorado Guarantee**") and certain other guarantors under that certain Indenture (as defined below). The Exchange Notes and the Colorado Guarantee will be issued under an Indenture, dated as of August 1, 2008 (the "**Base Indenture**"), as supplemented by the Fourth Supplemental Indenture, dated as of November 9, 2010 (the "**Supplemental Indenture**," and together with the Base Indenture, the "**Indenture**") among the Issuer, the Colorado Guarantor and the other guarantors named therein, and Branch Banking and Trust Company, as trustee (the "**Trustee**"). This opinion letter is furnished to you at your request to enable you to fulfill the requirements of Item 601(b)(5) of Regulation S-K, 17 C.F.R. §229.601(b)(5), in connection with the Registration Statement.

For purposes of this opinion letter, we have examined copies of such agreements, instruments and documents as we have deemed an appropriate basis on which to render the opinions hereinafter expressed. In our examination of the aforesaid documents, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to authentic original documents of all documents submitted to us as copies (including telecopies, facsimiles and electronic copies). As to all matters of fact, we have relied on the representations and statements of fact made in the documents so reviewed, and we have not independently established the facts so relied on. We have also assumed the validity and constitutionality of each statute covered by this opinion letter. This opinion letter is given, and all statements herein are made, in the context of the foregoing.

This opinion letter is based as to matters of law solely on applicable provisions of the Colorado Limited Liability Company Act, as amended (the "**Colorado LLC Law**"). We express no opinion herein as to any other laws, statutes, ordinances, rules or regulations. The Colorado LLC Law shall

include the statutory provisions contained therein, all applicable provisions of the State of Colorado's Constitution and the reported judicial decisions interpreting these laws.

Based on, subject to and limited by the foregoing, we are of the opinion that:

(a) The Colorado Guarantor is a limited liability company validly existing and in good standing as of December 10, 2010 under the laws of the State of Colorado.

(b) The Colorado Guarantor has the limited liability company power to execute, deliver and perform its obligations under the Indenture and the Colorado Guarantee.

(c) The execution, delivery and performance by the Colorado Guarantor of the Indenture and the Colorado Guarantee has been duly authorized by all necessary limited liability company action by the Colorado Guarantor, and the Indenture and the Colorado Guarantee have been duly executed and delivered on behalf of the Colorado Guarantor.

This opinion letter has been prepared for use in connection with the Registration Statement. We assume no obligation to advise you of any changes in the foregoing subsequent to the date hereof.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus constituting a party of the Registration Statement. In giving this consent, we do not thereby admit that we are an "expert" within the meaning of the Securities Act. We further consent to the reliance by Kirkland & Ellis LLP on our opinions in rendering its opinions to the Board of Directors of the Issuer on the date hereof, it being understood that our opinion speaks only as of the date hereof and that no such reliance will have any effect on the scope, phrasing or originally intended use of our opinion.

Very truly yours,

/s/ HOGAN LOVELLS US LLP

HOGAN LOVELLS US LLP

Exhibit 5.4

[FOULSTON SIEFKIN LLP LETTERHEAD]

December 10, 2010

Board of Directors
Hanesbrands Inc.
1000 East Hanes Mill Road
Winston Salem, NC 27105

Ladies and Gentlemen:

We are acting as special Kansas counsel to Event 1, Inc., a Kansas corporation (the "**Kansas Guarantor**"), in connection with the proposed public offering by Hanesbrands Inc., a Maryland corporation (the "**Issuer**"), of the Issuer's 6.375% Senior Notes due 2020 (the "**Notes**") in exchange for all of Issuer's outstanding unregistered 6.375% Senior Notes due 2020 issued on November 9, 2010 (the "**Existing Notes**") pursuant to the Issuer's registration statement on Form S-4 (as amended or supplemented, the "**Registration Statement**") filed with the Securities and Exchange Commission (the "**Commission**") on December 10, 2010, under the Securities Act of 1933, as amended (the "**Act**"). The obligations of the Issuer to pay the principal of, premium, if any, and interest on the Notes will be guaranteed on an unsecured senior basis by the Kansas Guarantor (the "**Kansas Guarantee**") and certain other guarantors (such guarantees together with the Kansas Guarantee, the "**Guarantees**"). The Notes and the Guarantees are to be issued pursuant to the Indenture, dated as of August 1, 2008 (the "**Base Indenture**"), as supplemented by the Fourth Supplemental Indenture, dated as of November 9, 2010 (the "**Supplemental Indenture**," and together with the Base Indenture, the "**Indenture**") by and among the Issuer, the Kansas Guarantor and the other guarantors named therein, and Branch Banking and Trust Company, as trustee (the "**Trustee**").

This opinion letter is furnished to you at your request to enable you to fulfill the requirements of Item 601(b)(5) of Regulation S-K, 17 C.F.R. § 229.601(b)(5), in connection with the Registration Statement.

For purposes of this opinion letter, we have examined copies of such agreements, instruments and documents as we have deemed an appropriate basis on which to render the opinions hereinafter expressed. In our examination of the aforesaid documents, we have assumed the genuineness of all signatures, that each of such other parties has duly authorized, executed and delivered the documents to which it is a party, that the person who signed the documents on behalf of the Kansas Guarantor was the person who was authorized to do so, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to authentic original documents of all documents submitted to us as copies (including telecopies, facsimiles and electronic copies). As to all matters of fact, we have relied on the representations and statements

of fact made in the documents so reviewed, and we have not independently established the facts so relied on. This opinion letter is given, and all statements herein are made, in the context of the foregoing.

This opinion letter is based as to matters of law solely on the Kansas General Corporation Code, as amended. We express no opinion in this letter as to any other laws, statutes, ordinances, rules, or regulations. As used herein, the term "Kansas General Corporation Code, as amended" includes the statutory provisions contained therein, all applicable provisions of the relevant state constitution and reported judicial decisions interpreting the foregoing.

Based on, subject to and limited by the foregoing, we are of the opinion that:

(a) The Kansas Guarantor is a corporation validly existing and in good standing as of December 10, 2010 under the laws of the State of Kansas.

(b) The Kansas Guarantor has the corporate power to execute, deliver and perform its obligations under the Indenture and the Kansas Guarantee.

(c) The execution, delivery and performance by the Kansas Guarantor of the Indenture and the Kansas Guarantee has been duly authorized by all necessary corporate action by the Kansas Guarantor, and the Indenture and the Kansas Guarantee have been duly executed and delivered on behalf of the Kansas Guarantor.

The opinions expressed herein are subject to (i) bankruptcy, insolvency, reorganization, receivership, liquidation, moratorium, fraudulent conveyance and other similar laws relating to or affecting the rights or remedies of creditors or secured parties generally and (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law).

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus constituting a party of the Registration Statement. In giving this consent, we do not thereby admit that we are an "expert" within the meaning of the Securities Act. We further consent to the reliance by Kirkland & Ellis LLP on our opinions in rendering its opinions to the Board of Directors of the Issuer on the date hereof, it being understood that our opinion speaks only as of the date hereof and that no such reliance will have any effect on the scope, phrasing or originally intended use of our opinion.

Sincerely,

/s/ FOULSTON SIEFKIN LLP

HANESBRANDS INC. OMNIBUS INCENTIVE PLAN OF 2006
(As Amended Through December 7, 2010)

1. **Purpose.** The purposes of the *Plan* are (a) to promote the interests of the *Corporation* and its *Subsidiaries* and its stockholders by strengthening the ability of the *Corporation* and its *Subsidiaries* to attract and retain highly competent officers and other key employees, and (b) to provide a means to encourage *Stock* ownership and proprietary interest in the *Corporation*. The *Plan* is intended to provide *Plan Participants* with forms of long-term incentive compensation that are not subject to the deduction limitation rules prescribed under *Code* Section 162(m), and should be construed to the extent possible as providing for remuneration which is "performance-based compensation" within the meaning of *Code* Section 162(m) and the regulations promulgated thereunder.

2. **Definitions.** Where the context of the *Plan* permits, words in the masculine gender shall include the feminine gender, the plural form of a word shall include the singular form, and the singular form of a word shall include the plural form. Unless the context clearly indicates otherwise, the following terms shall have the following meanings:

(a) *Award* means the grant of incentive compensation under this *Plan* to a *Participant*.

(b) *Board* means the board of directors of the *Corporation*.

(c) *Change of Control* means:

(i) upon the acquisition by any individual, entity or group, including any *Person*, of beneficial ownership (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of 20% or more of the combined voting power of the then outstanding capital stock of the *Corporation* that by its terms may be voted on all matters submitted to stockholders of the *Corporation* generally ("*Voting Stock*"); provided, however, that the following acquisitions shall not constitute a *Change in Control*: (A) any acquisition directly from the *Corporation* (excluding any acquisition resulting from the exercise of a conversion or exchange privilege in respect of outstanding convertible or exchangeable securities unless such outstanding convertible or exchangeable securities were acquired directly from the *Corporation*); (B) any acquisition by the *Corporation*; (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the *Corporation* or any corporation controlled by the *Corporation*; or (D) any acquisition by any corporation pursuant to a reorganization, merger or consolidation involving the *Corporation*, if, immediately after such reorganization, merger or consolidation, each of the conditions described in clauses (A), (B) and (C) of subsection (ii) below shall be satisfied; and provided further that, for purposes of clause (B) above, if (1) any *Person* (other than the *Corporation* or any employee benefit plan (or related trust) sponsored or maintained by the *Corporation* or any corporation controlled by the *Corporation*) shall become the beneficial owner of 20% or more of the *Voting Stock* by reason of an acquisition of *Voting Stock* by the *Corporation*, and (2) such *Person* shall, after such acquisition by the *Corporation*, become the beneficial owner of any additional shares of the *Voting*

Stock and such beneficial ownership is publicly announced, then such additional beneficial ownership shall constitute a *Change in Control*; or

(ii) upon the consummation of a reorganization, merger or consolidation of the *Corporation*, or a sale, lease, exchange or other transfer of all or substantially all of the assets of the *Corporation*; excluding, however, any such reorganization, merger, consolidation, sale, lease, exchange or other transfer with respect to which, immediately after consummation of such transaction: (A) all or substantially all of the beneficial owners of the *Voting Stock* of the *Corporation* outstanding immediately prior to such transaction continue to beneficially own, directly or indirectly (either by remaining outstanding or by being converted into voting securities of the entity resulting from such transaction), more than 50% of the combined voting power of the voting securities of the entity resulting from such transaction (including, without limitation, the *Corporation* or an entity which as a result of such transaction owns the *Corporation* or all or substantially all of the *Corporation*'s property or assets, directly or indirectly) (the "*Resulting Entity*") outstanding immediately after such transaction, in substantially the same proportions relative to each other as their ownership immediately prior to such transaction; and (B) no *Person* (other than any *Person* that beneficially owned, immediately prior to such reorganization, merger, consolidation, sale or other disposition, directly or indirectly, *Voting Stock* representing 20% or more of the combined voting power of the *Corporation*'s then outstanding securities) beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then outstanding securities of the *Resulting Entity*; and (C) at least a majority of the members of the board of directors of the entity resulting from such transaction were *Initial Director*s of the *Corporation* at the time of the execution of the initial agreement or action of the *Board* authorizing such reorganization, merger, consolidation, sale or other disposition; or

(iii) upon the approval of a plan of complete liquidation or dissolution of the *Corporation*; or

(iv) when the *Initial Director*s cease for any reason to constitute at least a majority of the *Board*.

(d) *Code* means the Internal Revenue Code of 1986, as amended.

(e) *Committee* means the Compensation and Benefits Committee of the *Board*; provided that the Compensation and Benefits Committee of the Board of Directors of the Sara Lee Corporation shall serve as the *Committee* under the *Plan* for as long as the *Corporation* is wholly-owned by Sara Lee Corporation.

(f) *Corporation* means Hanesbrands Inc., a Maryland corporation, or any successor thereto.

(g) *Covered Employees* means covered employees within the meaning of *Code* Section 162(m).

(h) *Deferred Stock Unit ("DSU")* means a vested right to a future award of *Stock* granted pursuant to section 10 below.

(i) *Exchange Act* means the Securities Exchange Act of 1934, as amended.

(j) *Fair Market Value* means the fair market value of *Stock* determined at any time in such manner as the *Committee* may deem equitable, or as required by applicable law or regulation.

(k) *Incentive Stock Options* means a *Stock Option* designed to meet the requirements of *Code* Section 422 or any successor law.

(l) *Initial Directors* means those individuals initially appointed as the directors of the *Corporation* once it ceased to be wholly-owned by Sara Lee Corporation; provided, however, that any individual who becomes a director of the *Corporation* at or after the first annual meeting of stockholders of the *Corporation* whose election, or nomination for election by the *Corporation's* stockholders, was approved by the vote of at least a majority of the *Initial Directors* then comprising the *Board* (or by the nominating committee of the *Board*, if such committee is comprised of *Initial Directors* and has such authority) shall be deemed to have been an *Initial Director*; and provided further, that no individual shall be deemed to be an *Initial Director* if such individual initially was elected as a director of the *Corporation* as a result of: (i) an actual or threatened solicitation by a *Person* (other than the *Board*) made for the purpose of opposing a solicitation by the *Board* with respect to the election or removal of directors; or (ii) any other actual or threatened solicitation of proxies or consents by or on behalf of any *Person* (other than the *Board*).

(m) *Nonqualified Stock Option* means a *Stock Option* that is not an *Incentive Stock Option.*

(n) *Participant* means (i) an employee of the *Corporation* or its *Subsidiaries;* or (ii) a non-employee director of the *Corporation* designated by the *Committee* as eligible to receive an *Award* under the *Plan*.

(o) *Performance Cash Awards* means cash incentives subject to the satisfaction of long-term *Performance Criteria* and granted pursuant to section 12 below.

(p) *Performance Criteria* means business criteria within the meaning of *Code* Section 162(m), including, but not limited to: revenue; revenue growth; earnings before interest and taxes; earnings before interest, taxes, depreciation and amortization; earnings per share; operating income; pre-or after-tax income; net operating profit after taxes; economic value added (or an equivalent metric); ratio of operating earnings to capital spending; cash flow (before or after dividends); cash-flow per share (before or after dividends); net earnings; net sales; sales growth; share price performance; return on assets or net assets; return on equity; return on capital (including return on total capital or return on invested capital); cash flow return on investment; total shareholder return; improvement in or attainment of expense levels; and improvement in or attainment of working capital levels or *Performance Criteria.* Any *Performance Criteria* may be used to measure our performance as a whole or any of our business units and may be measured relative to a peer group or index.

(q) *Performance Period* means the period as designated by the *Committee* with a minimum of one year and a maximum of five years.

(r) *Performance Shares* means *Awards* subject to the satisfaction of long-term *Performance Criteria* and granted pursuant to section 11 below.

(s) *Person* means any individual, entity or group, including any "person" within the meaning of Section 13(d)(3) or 14(d)(2) of the *Exchange Act*.

(t) *Plan* means the Hanesbrands Omnibus Incentive Plan of 2006.

(u) *Restricted Stock* means *Stock* subject to a vesting condition specified by the *Committee* in an *Award* in accordance with section 9 below.

(v) *Resulting Entity* means the entity resulting from a transaction (including, without limitation, the *Corporation* or an entity which as a result of such transaction owns the *Corporation* or all or substantially all of the *Corporation's* property or assets, directly or indirectly).

(w) *RSU* means a restricted stock unit providing a *Participant* with the right to receive *Stock* at a date on or after vesting in accordance with the terms of such grant and/or upon the attainment of *Performance Criteria* specified by the *Committee* in the *Award* in accordance with section 9 below.

(x) *SAR* means a stock appreciation right granted pursuant to section 8 below.

(y) *Stock* means a share of common stock of the *Corporation* that, by its terms, may be voted on all matters submitted to stockholders of the *Corporation* generally.

(z) *Stock Option* means the right to acquire shares of *Stock* at a certain price that is granted pursuant to section 7 below. The term *Stock Option* includes both *Incentive Stock Options* and *Nonqualified Stock Options*.

(aa) *Subsidiary* or *Subsidiaries* means any corporation or entity of which the *Corporation* owns directly or indirectly, at least 50% of the total voting power or in which it has at least a 50% economic interest.

3. **Administration.** The *Plan* will be administered by the *Committee* consisting of two or more directors of the *Corporation* as the *Board* may designate from time to time, each of whom shall satisfy such requirements as:

(a) the Securities and Exchange Commission may establish for administrators acting under plans intended to qualify for exemption under Rule 16b-3 or its successor under the *Exchange Act*;

(b) the New York Stock Exchange may establish pursuant to its rule-making authority; and

(c) the Internal Revenue Service may establish for outside directors acting under plans intended to qualify for exemption under *Code* Section 162(m).

The *Committee* shall have the discretionary authority to construe and interpret the *Plan* and any *Awards* granted thereunder, to establish and amend rules for *Plan* administration, to change the terms and conditions of *Awards* at or after grant (subject to the provisions of section 20 below), to correct any defect or supply any omission or reconcile any inconsistency in the *Plan* or in any *Award* granted under the *Plan*, and to make all other determinations which it deems necessary or advisable for the administration of the *Plan*.

Awards under the *Plan* to a *Covered Employee* may be made subject to the satisfaction of one or more *Performance Criteria. Performance Criteria* shall be established by the *Committee* for a *Participant* (or group of *Participants*) no later than ninety (90) days after the commencement of each *Performance Period* (or the date on which 25% of the *Performance Period* has elapsed, if earlier). The *Committee* may select one or more *Performance Criteria* and may apply those *Performance Criteria* on a corporate-wide or division/business segment basis; provided, however, that the *Committee* may not increase the amount of compensation payable to a *Covered Employee* upon the satisfaction of *Performance Criteria.*

The *Committee* or the *Board* may authorize one or more officers of the *Corporation* to select employees to participate in the *Plan* and to determine the number and type of *Awards* to be granted to such *Participants*, except with respect to *Awards* to officers subject to Section 16 of the *Exchange Act*, or to non-employee directors of the *Corporation*, or to officers who are, or who are reasonably expected to be, *Covered Employees*. Any reference in the *Plan* to the *Committee* shall include such officer or officers.

The determinations of the *Committee* shall be made in accordance with their judgment as to the best interests of the *Corporation* and its stockholders and in accordance with the purposes of the *Plan*. Any determination of the *Committee* under the *Plan* may be made without notice or meeting of the *Committee*, if in writing signed by all the *Committee* members.

4. **Participants.** Participants may consist of all employees of the *Corporation* and its subsidiaries and all non-employee directors of the *Corporation*; provided, however, the following individuals shall be excluded from participation in the *Plan*: (a) contract labor; (b) employees whose base wage or base salary is not processed for payment by the payroll department of the *Corporation* or any subsidiary; and (c) any individual performing services under an independent contractor or consultant agreement, a purchase order, a supplier agreement or any other agreement that the *Corporation* enters into for service. Designation of a *Participant* in any year shall not require the *Committee* to designate that person to receive an *Award* in any other year or to receive the same type or amount of *Award* as granted to the *Participant* in any other year or as granted to any other *Participant* in any year. The *Committee* shall consider all factors that it deems relevant in selecting *Participants* and in determining the type and amount of their respective *Awards*.

5. **Shares Available under the Plan.** There is hereby reserved for issuance under the *Plan* an aggregate of 13,105,000 shares of *Stock. Stock* covered by an *Award* granted under the *Plan* shall not be counted as used unless and until actually issued and delivered to a *Participant*. Accordingly, if there is (a) a lapse, expiration, termination or cancellation of any *Stock Option* or other *Award* outstanding under this *Plan* prior to the issuance of *Stock* thereunder or (b) a forfeiture of any shares of *Restricted Stock* or *Stock* subject to *Awards* granted under this *Plan* prior to vesting, then the *Stock* subject to these *Stock Options* or other *Awards* shall be added to the *Stock* available for *Awards* under the *Plan*. In addition, any *Stock* covered by an *SAR* (including an *SAR* settled in *Stock* which the *Committee*, in its discretion, may substitute for an outstanding *Stock Option*) shall be counted as used only to the extent *Stock* is actually issued to the *Participant* upon exercise of the right. Finally, any *Stock* exchanged by an optionee as full or partial payment of the exercise price under any *Stock Option* exercised under the *Plan*, any *Stock* retained by the *Corporation* to comply with applicable income tax withholding requirements, and any *Stock* covered by an *Award* which is settled in cash, shall be added to the *Stock* available for *Awards* under the *Plan.* All *Stock* issued under the *Plan* may be either authorized and unissued *Stock* or issued *Stock* reacquired by the *Corporation*. All of the available *Stock* may, but need not,

be issued pursuant to the exercise of *Incentive Stock Options*; provided, however, notwithstanding a *Stock Option*'s designation, to the extent that *Incentive Stock Options* are exercisable for the first time by the *Participant* during any calendar year with respect to *Stock* whose aggregate *Fair Market Value* exceeds $100,000, such *Stock Options* shall be treated as *Nonqualified Stock Options*.

No *Participant* may receive in any calendar year *Awards* relating to more than 2 million shares of *Stock*.

The *Stock* reserved for issuance and the other limitations set forth above shall be subject to adjustment in accordance with section 15 hereto.

6. **Types of Awards, Payments, and Limitations.** Awards under the *Plan* shall consist of *Stock Options*, *SARs*, *Restricted Stock*, *RSUs*, *DSUs*, *Performance Shares*, *Performance Cash Awards*, and other *Stock* or cash *Awards*, all as described below. Payment of *Awards* may be in the form of cash, *Stock*, other *Awards* or combinations thereof as the *Committee* shall determine, and with the expectation that any *Award* of *Stock* shall be styled to preserve such restrictions as it may impose. The *Committee*, either at the time of grant or by subsequent amendment, and subject to the provisions of sections 20 and 21 hereto, may require or permit *Participants* to elect to defer the issuance of *Stock* or the settlement of *Awards* in cash under such rules and procedures as the *Committee* may establish under the *Plan*.

The *Committee* may provide that any *Awards* under the *Plan* earn dividends or dividend equivalents and interest on such dividends or dividend equivalents. Such dividends or dividend equivalents may be paid currently or may be credited to a *Participant's Plan* account and are subject to the same vesting or *Performance Criteria* as the underlying *Award*. Any crediting of dividends or dividend equivalents may be subject to such restrictions and conditions as the *Committee* may establish, including reinvestment in additional *Stock* or *Stock* equivalents.

Awards shall be evidenced by an agreement that sets forth the terms, conditions and limitations of such *Award*. Such terms may include, but are not limited to, the term of the *Award*, the provisions applicable in the event the *Participant's* employment terminates, and the *Corporation's* authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind any *Award* including without limitation the ability to amend such *Awards* to comply with changes in applicable law. An *Award* may also be subject to other provisions (whether or not applicable to similar *Awards* granted to other *Participants*) as the *Committee* determines appropriate, including provisions intended to comply with federal or state securities laws and stock exchange requirements, understandings or conditions as to the *Participant's* employment, requirements or inducements for continued ownership of *Stock* after exercise or vesting of *Awards*, or forfeiture of *Awards* in the event of termination of employment shortly after exercise or vesting, or breach of noncompetition or confidentiality agreements following termination of employment.

The *Committee* may make retroactive adjustments to and the *Participant* shall reimburse to the *Corporation* any cash or equity based incentive compensation paid to the *Participant* where such compensation was predicated upon achieving certain financial results that were substantially the subject of a restatement, and as a result of the restatement it is determined that the *Participant* otherwise would not have been paid such compensation, regardless of whether or not the restatement resulted from the *Participant's* misconduct. In each such instance, the *Corporation* will, to the extent practicable, seek to recover the amount by which the *Participant's* cash or equity based incentive compensation for the relevant period exceeded the lower payment that would have been made based on the restated financial results. The *Corporation* will, to the extent

permitted by governing law, require reimbursement of any cash or equity based incentive compensation paid to any named executive officer (for purposes of this policy "named executive officers" has the meaning given that term in Item 402(a)(3) of Regulation S-K under the Securities Exchange Act of 1934) where: (i) the payment was predicated upon the achievement of certain financial results that were subsequently the subject of a substantial restatement, and (ii) in the *Committee's* view the officer engaged in fraud or misconduct that caused or partially caused the need for the substantial restatement. In each instance described above, the *Corporation* will, to the extent practicable, seek to recover the described cash or equity based incentive compensation for the relevant period, plus a reasonable rate of interest.

Measurement of the attainment of *Performance Criteria* may exclude, if the *Committee* provides in an *Award* agreement, impact of charges for restructurings, discontinued operations, extraordinary items and other unusual or non-recurring items, and the cumulative effects of tax or accounting changes, each as defined by Generally Accepted Accounting Principles and as identified in the financial statements, in the notes to the financial statements, in the Management's Discussion and Analysis section of the financial statements, or in other Securities and Exchange Commission filings.

The *Committee*, in its sole discretion, may require a *Participant* to have amounts or *Stock* that otherwise would be paid or delivered to the *Participant* as a result of the exercise or settlement of an *Award* under the *Plan* credited to a deferred compensation or stock unit account established for the *Participant* by the *Committee* on the *Corporation*'s books of account. In addition, the *Committee* may permit *Participants* to defer the receipt of payments of *Awards* pursuant to such rules, procedures or programs as may be established for purposes of this *Plan*.

The *Committee* need not require the execution of any such agreement by a *Participant*. Acceptance of the *Award* by the respective *Participant* shall constitute agreement by the *Participant* to the terms of the *Award*.

7. **Stock Options.** Stock Options may be granted to *Participants*, at any time as determined by the *Committee*. The *Committee* shall determine the number of shares subject to each *Stock Option* and whether the *Stock Option* is an *Incentive Stock Option*. The exercise price for each *Stock Option* shall be determined by the *Committee* but shall not be less than 100% of the *Fair Market Value* of the *Stock* on the date the *Stock Option* is granted unless the *Stock Option* is a substitute or assumed *Stock Option* granted pursuant to section 16 hereto. Each *Stock Option* shall expire at such time as the *Committee* shall determine at the time of grant. *Stock Options* shall be exercisable at such time and subject to such terms and conditions as the *Committee* shall determine; provided, however, that no *Stock Option* shall be exercisable later than the tenth anniversary of its grant, and provided, further that Awards of Stock Options granted on or after December 1, 2010 shall not become 100% exercisable in less than three years following the date they are granted with vesting no faster than on a pro rata basis over the vesting period, except that the foregoing limitation shall not apply to (i) Awards of Stock Options relative to shares amounting to 5% or less of the number of shares available for Awards pursuant to section 5 hereof; (ii) substitute Awards for grants made under a plan of an acquired business entity; and (iii) special exercise provisions in limited cases of an intervening event related to death, disability, retirement, or a Change of Control. The exercise price, upon exercise of any *Stock Option*, shall be payable to the *Corporation* in full by: (a) cash payment or its equivalent; (b) tendering previously acquired *Stock* purchased on the open market having a *Fair Market Value* at the time of exercise equal to the exercise price or certification of ownership of such previously-acquired *Stock*; (c) to the extent permitted by applicable law, delivery of a properly executed exercise notice, together with irrevocable instructions to a broker to promptly deliver to

the *Corporation* the amount of sale proceeds from the *Stock Option* shares or loan proceeds to pay the exercise price and any withholding taxes due to the *Corporation*; and (d) such other methods of payment as the *Committee*, in its discretion, deems appropriate. In no event shall the *Committee*, without stockholder approval, cancel any outstanding *Stock Option* with an exercise price greater than the then current *Fair Market Value* of the *Stock* for the purpose of reissuing any other *Award* to the *Participant* at a lower exercise price, cancel any outstanding Stock Option for the purpose of cashing out a Stock Option unless such cash-out occurs in conjunction with a Change of Control, nor reduce the exercise price of an outstanding *Stock Option*. Reload options are not permitted.

8. **Stock Appreciation Rights.** SARs may be granted to *Participants* at any time as determined by the *Committee*. Notwithstanding any other provision of the *Plan*, the *Committee* may, in its discretion, substitute *SAR* s which can be settled only in *Stock* for outstanding *Stock Options*. The grant price of a substitute *SAR* shall be equal to the exercise price of the related *Stock Option* and the substitute *SAR* shall have substantive terms (*e.g*., duration) that are equivalent to the related *Stock Option*. The grant price of any other *SAR* shall be equal to the *Fair Market Value* of the *Stock* on the date of its grant unless the *SARs* are substitute or assumed *SARs* granted pursuant to section 16 hereto. An *SAR* may be exercised upon such terms and conditions and for the term the *Committee* in its sole discretion determines; provided, however, that the term shall not exceed the *Stock Option* term in the case of a substitute *SAR* or ten years in the case of any other *SAR*, and the terms and conditions applicable to a substitute *SAR* shall be substantially the same as those applicable to the *Stock Option* which it replaces, and provided, further that Awards of SARs granted on or after December 1, 2010 shall not become 100% exercisable in less than three years following the date they are granted with vesting no faster than on a pro rata basis over the vesting period, except that the foregoing limitation shall not apply to (i) Awards of SARs relative to shares amounting to 5% or less of the number of shares available for Awards pursuant to section 5 hereof; (ii) substitute Awards for grants made under a plan of an acquired business entity; and (iii) special exercise provisions in limited cases of an intervening event related to death, disability, retirement, or a Change of Control. Upon exercise of an *SAR*, the *Participant* shall be entitled to receive payment from the *Corporation* in an amount determined by multiplying (a) the difference between the *Fair Market Value* of a share of *Stock* on the date of exercise and the grant price of the *SAR* by (b) the number of shares with respect to which the *SAR* is exercised. The payment may be made in cash or *Stock*, at the discretion of the *Committee*, except in the case of a substitute *SAR* payment which may be made only in *Stock*. In no event shall the *Committee*, without stockholder approval, cancel any outstanding *SAR* with an exercise price greater than the then current *Fair Market Value* of the *Stock* for the purpose of reissuing any other *Award* to the *Participant* at a lower grant price, cancel any outstanding SAR for the purpose of cashing out a SAR unless such cash-out occurs in conjunction with a Change of Control, nor reduce the grant price of an outstanding *SAR*.

9. **Restricted Stock and RSUs.** Restricted Stock and *RSUs* may be awarded or sold to *Participants* under such terms and conditions as shall be established by the *Committee. Restricted Stock* and *RSUs* shall be subject to such restrictions as the *Committee* determines, including, without limitation, any of the following:

(a) a prohibition against sale, assignment, transfer, pledge, hypothecation or other encumbrance for a specified period;

(b) a requirement that the holder forfeit (or in the case of *Stock* or *RSUs* sold to the *Participant*, resell to the *Corporation* at cost) such *Stock* or *RSUs* in the event of termination of employment during the period of restriction; and

(c) the attainment of *Performance Criteria*.

Restricted Stock and RSU Awards that are subject to the attainment of *Performance Criteria* granted on or after December 1, 2010 shall be subject to a performance period of at least one year, and restrictions on time-based Restricted Stock and RSU Awards granted on or after December 1, 2010 shall not expire relative to 100% of any Award in less than three years following the date the Award is granted (although restrictions may lapse no faster than on a pro rata basis over the vesting period), except that the foregoing limitations shall not apply to (i) Awards of Restricted Stock or RSUs amounting to 5% or less of the number of shares available for Awards pursuant to section 5 hereof; (ii) substitute Awards for grants made under a plan of an acquired business entity; and (iii) special exercise provisions in limited cases of an intervening event related to death, disability, retirement, or a Change of Control. All restrictions shall otherwise expire at such times as the Committee shall specify.

10. **DSUs.** DSUs provide a *Participant* a vested right to receive *Stock* in lieu of other compensation at termination of employment or service or at a specific future designated date.

11. **Performance Shares.** The *Committee* shall designate the *Participants* to whom *Performance Shares* are to be awarded and determine the number of shares, the length of the *Performance Period* and the other terms and conditions of each such *Award*; provided the stated *Performance Period* will not be less than 12 months and to the extent the *Award* is designed to constitute performance-based compensation under *Code* Section 162(m), *Performance Criteria* shall be established within 90 days of the period of service to which the *Performance Criteria* relate has elapsed. Each *Award* of *Performance Shares* shall entitle the *Participant* to a payment in the form of *Stock* upon the attainment of *Performance Criteria* and other terms and conditions specified by the *Committee*.

Notwithstanding satisfaction of any *Performance Criteria*, the number of shares issued under a *Performance Shares Award* may be adjusted by the *Committee* on the basis of such further consideration as the *Committee* in its sole discretion shall determine. However, the *Committee* may not, in any event, increase the number of shares earned upon satisfaction of any *Performance Criteria* by any *Participant* who is a *Covered Employee*. The *Committee* may, in its discretion, make a cash payment equal to the *Fair Market Value* of *Stock* otherwise required to be issued to a *Participant* pursuant to a *Performance Share Award.*

12. **Performance Cash Awards.** The *Committee* shall designate the *Participants* to whom *Performance Cash Awards* are to be awarded and determine the amount of the *Award* and the terms and conditions of each such *Award*; provided the *Performance Period* will not be less than 12 months and to the extent the *Award* is designed to constitute performance-based compensation under *Code* Section 162(m), *Performance Criteria* shall be established within 90 days of the period of service to which the *Performance Criteria* relate has elapsed. Each *Performance Cash Award* shall entitle the *Participant* to a payment in cash upon the attainment of *Performance Criteria* and other terms and conditions specified by the *Committee*. No *Award* may be paid to a *Participant* in excess of $5,000,000 for any single year. If an *Award* is earned in excess of $5,000,000, the amount of the *Award* in excess of this amount shall be deferred in accordance with the date the Participant ceases to be covered by *Code* Section 162(m) (or six months after that date if the *Participant* ceases to be covered by *Code* Section 162(m) because of *Participant's* separation from service (as defined in *Code* Section 409A).

Notwithstanding the satisfaction of any *Performance Criteria*, the amount to be paid under a *Performance Cash Award* may be adjusted by the *Committee* on the basis of such further consideration as the *Committee* in its sole discretion shall determine. However, the *Committee* may not, in any event, increase the amount earned under *Performance Cash Awards* upon satisfaction of any *Performance Criteria* by any *Participant* who is a *Covered Employee*. The *Committee* may, in its discretion, substitute actual *Stock* for the cash payment otherwise required to be made to a *Participant* pursuant to a *Performance Cash Award*.

13. **Other Stock or Cash Awards.** In addition to the incentives described in sections 6 through 12 above, the *Committee* may grant other incentives payable in cash or in *Stock* under the *Plan* as it determines to be in the best interests of the *Corporation* and subject to such other terms and conditions as it deems appropriate; provided an outright grant of *Stock* will not be made unless it is offered in exchange for cash compensation that has otherwise already been earned by the recipient including without limitation awards earned under the Hanesbrands Inc. Performance-Based Annual Incentive Plan (or any successor annual incentive plan of the *Corporation*) or under the Hanesbrands Inc. Non-Employee Director Deferred Compensation Plan.

14. **Change of Control.** Except as otherwise determined by the *Committee* at the time of grant of an *Award*, upon a *Change of Control*, all outstanding *Stock Options* and *SARs* shall become vested and exercisable; all restrictions on *Restricted Stock* and *RSUs* shall lapse; all *Performance Criteria* shall be deemed achieved at target levels and all other terms and conditions met; all *Performance Shares* shall be delivered; all *Performance Cash Awards*, *DSUs* and *RSUs* shall be paid out as promptly as practicable; and all other *Stock* or cash *Awards* shall be delivered or paid.

In the event that a payment or delivery of an *Award* following a *Change of Control* would not be a permissible distribution event, as defined in *Code* Section 409A(a)(2) or any regulations or other guidance issued thereunder, then the payment or delivery shall be made on the earlier of: (a) the date of payment or delivery originally provided for such *Award*; or (b) the date of termination of the *Participant's* employment or service with the *Corporation* or six months after such termination in the case of a "specified employee" (as defined in *Code* Section 409A(a)(2)(B)(i)).

15. **Adjustment Provisions**.

(a) In the event of any change affecting the number, class, market price or terms of the *Stock* by reason of share dividend, share split, recapitalization, reorganization, merger, consolidation, spin-off, disaffiliation of a subsidiary, combination of *Stock*, exchange of *Stock*, *Stock* rights offering, or other similar event, or any distribution to the holders of *Stock* other than a regular cash dividend, the *Committee* shall equitably substitute or adjust the number or class of *Stock* which may be issued under the *Plan* in the aggregate or to any one *Participant* in any calendar year and the number, class, price or terms of shares of *Stock* subject to outstanding *Awards* granted under the *Plan*.

(b) In the event of any merger, consolidation or reorganization of the *Corporation* with or into another corporation which results in the outstanding *Stock* of the *Corporation* being converted into or exchanged for different securities, cash or other property, or any combination thereof, there shall be substituted, on an equitable basis, for each share of *Stock* then subject to an *Award* granted under the *Plan*, the number and kind of shares of

stock, other securities, cash or other property to which holders of *Stock* will be entitled pursuant to the transaction.

16. **Substitution and Assumption of Awards.** The *Board* or the *Committee* may authorize the issuance of *Awards* under this *Plan* in connection with the assumption of, or substitution for, outstanding *Awards* previously granted to individuals who become employees of the *Corporation* or any subsidiary as a result of any merger, consolidation, acquisition of property or stock, or reorganization, upon such terms and conditions as the *Committee* may deem appropriate. Any substitute *Awards* granted under the *Plan* shall not count against the *Stock* limitations set forth in section 5 hereto, to the extent permitted by Section 303A.08 of the Corporate Governance Standards of the New York Stock Exchange.

17. **Nontransferability.** Each *Award* granted under the *Plan* shall not be transferable other than by will or the laws of descent and distribution, and each *Stock Option* and *SAR* shall be exercisable during the *Participant's* lifetime only by the *Participant* or, in the event of disability, by the *Participant's* personal representative. In the event of the death of a *Participant*, exercise of any *Award* or payment with respect to any *Award* shall be made only by or to the beneficiary, executor or administrator of the estate of the deceased *Participant* or the person or persons to whom the deceased *Participant's* rights under the *Award* shall pass by will or the laws of descent and distribution. Subject to the approval of the *Committee* in its sole discretion, *Stock Options* may be transferable to charity or to members of the immediate family of the *Participant* and to one or more trusts for the benefit of such family members, partnerships in which such family members are the only partners, or corporations in which such family members are the only stockholders. Members of the immediate family means the *Participant's* spouse, children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters), and individuals who are family members by adoption.

18. **Taxes.** The *Corporation* shall be entitled to withhold the amount of any tax attributable to any amounts payable or *Stock* deliverable under the *Plan*, after giving notice to the person entitled to receive such payment or delivery, and the *Corporation* may defer making payment or delivery as to any *Award*, if any such tax is payable, until indemnified to its satisfaction. A *Participant* may pay all or a portion of any withholding limited to the minimum statutory amount arising in connection with the exercise of a *Stock Option* or *SAR* or the receipt or vesting of *Stock* hereunder by electing to have the *Corporation* withhold *Stock* having a *Fair Market Value* equal to the amount required to be withheld.

19. **Duration of the Plan.** No *Award* shall be made under the *Plan* more than ten years after the date of its adoption by the *Board*; provided, however, that the terms and conditions applicable to any *Stock Option* granted on or before such date may thereafter be amended or modified by mutual agreement between the *Corporation* and the *Participant*, or such other person as may then have an interest therein.

20. **Amendment and Termination.** The *Board* or the *Committee* may amend the *Plan* from time to time or terminate the *Plan* at any time. However, unless expressly provided in an *Award* or the *Plan*, no such action shall reduce the amount of any existing *Award* or change the terms and conditions thereof without the *Participant's* consent; provided, however, that the *Committee* may, in its discretion, substitute *SARs* which can be settled only in *Stock* for outstanding *Stock Options*, and may require an *Award* be deferred pursuant to section 6 hereto, without a *Participant's* consent; and further provided that the *Committee* may amend or terminate an *Award* to comply with changes in law without a *Participant's* consent. Notwithstanding any provision of the *Plan* to the contrary, the provisions in each of section 7 and section 8 of the *Plan*

(regarding the cancellation, reissuing at a relatively reduced price, or cash-out of Stock Options and SARs, respectively) shall not be amended without stockholder approval. Notwithstanding any provision of the *Plan* to the contrary, to the extent that *Awards* under the *Plan* are subject to the provisions of *Code* Section 409A, then the *Plan* as applied to those amounts shall be interpreted and administered so that it is consistent with such *Code* section.

The *Corporation* shall obtain stockholder approval of any *Plan* amendment to the extent necessary to comply with applicable laws, regulations, or stock exchange rules.

21. **Other Provisions.**

(a) In the event any *Award* under this *Plan* is granted to an employee who is employed or providing services outside the United States and who is not compensated from a payroll maintained in the United States, the *Committee* may, in its sole discretion: (i) modify the provisions of the *Plan* as they pertain to such individuals to comply with applicable law, regulation or accounting rules consistent with the purposes of the *Plan*; and (ii) cause the *Corporation* to enter into an agreement with any local subsidiary pursuant to which such subsidiary will reimburse the *Corporation* for the cost of such equity incentives.

(b) Neither the *Plan* nor any *Award* shall confer upon a *Participant* any right with respect to continuing the *Participant*'s employment with the *Corporation*; nor interfere in any way with the *Participant*'s right or the *Corporation*'s right to terminate such relationship at any time, with or without cause, to the extent permitted by applicable laws and any enforceable agreement between the employee and the *Corporation*.

(c) No fractional shares of *Stock* shall be issued or delivered pursuant to the *Plan* or any *Award*, and the *Committee*, in its discretion, shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional shares of *Stock*, or whether such fractional shares or any rights thereto shall be canceled, terminated, or otherwise eliminated.

(d) In the event any provision of the *Plan* shall be held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of the *Plan*, and the *Plan* shall be construed and enforced as if such illegal or invalid provisions had never been contained in the *Plan*.

(e) Payments and other benefits received by a *Participant* under an *Award* made pursuant to the *Plan* generally shall not be deemed a part of a *Participant*'s compensation for purposes of determining the *Participant*'s benefits under any other employee benefit plans or arrangements provided by the *Corporation* or a subsidiary, unless the *Committee* expressly provides otherwise in writing or unless expressly provided under such plan. The *Committee* shall administer, construe, interpret, and exercise discretion under the *Plan* and each *Award* in a manner that is consistent and in compliance with a reasonable, good faith interpretation of all applicable laws, and that avoids (to the extent practicable) the classification of any *Award* as "deferred compensation" for purposes of *Code* Section 409A, as determined by the *Committee*.

22. **Governing Law.** The *Plan* and any actions taken in connection herewith shall be governed by and construed in accordance with the laws of the state of North Carolina without regard to any state's conflict of laws principles. Any legal action related to this *Plan* shall be brought only in a federal or state court located in North Carolina.

23. **Stockholder Approval.** This *Plan* shall be effective as of July 2, 2006, as approved by Sara Lee Corporation as the sole shareholder of the *Corporation*.

Exhibit 10.49

SECOND SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE (the "Second Supplemental Indenture"), dated as of August 13, 2010, among EPLD Temporary Corp. (the "Guaranteeing Subsidiary"), a subsidiary of Hanesbrands Inc. (or its permitted successor), a Maryland corporation (the "Company"), the Company, the other Subsidiary Guarantors (as defined in the Indenture referred to herein) and Branch Banking and Trust Company, as trustee under the Indenture referred to below (the "Trustee").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee the indenture, dated as of August 1, 2008 (the "Base Indenture"), among Hanesbrands Inc. (the "Company"), the Subsidiary Guarantors party thereto and the Trustee, as amended and supplemented by the First Supplemental Indenture, dated as of December 10, 2009 (the "First Supplemental Indenture"), among the Company, the Subsidiary Guarantors and the Trustee (Base Indenture, as amended and supplemented by the First Supplemental Indenture is referred to herein as the "Indenture") providing for the issuance of the Company's 8.000% Senior Notes due 2016 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the First Supplemental Indenture, the Trustee is authorized to execute and deliver this Second Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Agreement to Guarantee. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 11 of the Supplemental Indenture.

3. No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the

consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. Governing Law. THIS SECOND SUPPLEMENTAL INDENTURE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF, SHALL BE GOVERNED BY AND SHALL BE CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

5. Counterparts. The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and attested, all as of the date first above written.

EPLD TEMPORARY CORP.

By: /s/ Richard D. Moss
Name: Richard D. Moss
Title: Vice President — Treasurer

HANESBRANDS INC.

By: /s/ Richard D. Moss
Name: Richard D. Moss
Title: Senior Vice President and Treasurer

On behalf of each of the Guarantors listed below:

BA INTERNATIONAL, L.L.C.
CARIBESOCK, INC.
CARIBETEX, INC.
CASA INTERNATIONAL, LLC
CEIBENA DEL, INC.
HANES MENSWEAR, LLC
HANES PUERTO RICO, INC.
HANESBRANDS DIRECT, LLC
HANESBRANDS DISTRIBUTION, INC.
HBI BRANDED APPAREL ENTERPRISES, LLC
HBI BRANDED APPAREL LIMITED, INC.
HBI INTERNATIONAL, LLC
HBI SOURCING, LLC
INNER SELF LLC
JASPER-COSTA RICA, L.L.C.
PLAYTEX DORADO, LLC
PLAYTEX INDUSTRIES, INC.
SEAMLESS TEXTILES, LLC
UPCR, INC.
UPEL, INC.

By: /s/ Richard D. Moss
Name: Richard D. Moss
Title: Treasurer

BRANCH BANKING AND TRUST COMPANY
as Trustee

By: /s/ Gregory Yanok
Name: Gregory Yanok
Title: Vice President

Exhibit 10.50

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of August 13, 2010, among EPLD Temporary Corp. (the "Guaranteeing Subsidiary"), a subsidiary of Hanesbrands Inc. (or its permitted successor), a Maryland corporation (the "Company"), the Company, the other Subsidiary Guarantors (as defined in the Indenture referred to herein) and Branch Banking and Trust Company, as trustee under the Indenture referred to below (the "Trustee").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of December 14, 2006 providing for the issuance of Floating Rate Senior Notes due 2014 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Agreement To Guarantee. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 11 thereof.

3. No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

4. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF, SHALL BE GOVERNED BY AND SHALL BE CONSTRUED, INTERPRETED AND

ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

5. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. Effect Of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

EPLD TEMPORARY CORP.

By: /s/ Richard D. Moss
Name: Richard D. Moss
Title: Vice President — Treasurer

HANESBRANDS INC.

By: /s/ Richard D. Moss
Name: Richard D. Moss
Title: Senior Vice President and Treasurer

On behalf of each of the Guarantors listed below:

BA INTERNATIONAL, L.L.C.
CARIBESOCK, INC.
CARIBETEX, INC.
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HBI BRANDED APPAREL LIMITED, INC.
HBI INTERNATIONAL, LLC
HBI SOURCING, LLC
INNER SELF LLC
JASPER-COSTA RICA, L.L.C.
PLAYTEX DORADO, LLC
PLAYTEX INDUSTRIES, INC.
SEAMLESS TEXTILES, LLC
UPCR, INC.
UPEL, INC.

By: /s/ Richard D. Moss
Name: Richard D. Moss
Title: Treasurer

BRANCH BANKING AND TRUST COMPANY
as Trustee

By: /s/ Gregory Yanok
Name: Gregory Yanok
Title: Vice President

Exhibit 12.1

Hanesbrands Inc.
Ratio of Earnings to Fixed Charges
(Dollars in thousands)
(Unaudited)

	Nine Months Ended October 2, 2010	Years Ended January 2, 2010	Years Ended January 3, 2009	Years Ended December 29, 2007	Six Months Ended December 30, 2006	Years Ended July 1, 2006	Years Ended July 2, 2005
Earnings, as defined:							
Income from continuing operations before income tax expense, noncontrolling interest and income/loss from equity investees	$ 207,903	$ 52,456	$ 163,195	$ 185,321	$ 112,830	$ 417,543	$ 343,099
Fixed charges	128,366	191,442	179,003	223,395	90,168	44,366	52,596
Amortization of capitalized interest	2,867	3,722	3,632	3,676	2,024	4,227	5,000
Distributed income of equity investees	—	—	—	—	—	—	3,030
Interest capitalized	(1,639)	(6,559)	(4,047)	(2,184)	(1,904)	(4,656)	(1,694)
Noncontrolling interest in pre-tax income	(1,019)	(1,173)	(158)	(1,195)	(910)	(1,224)	(55)
Total earnings, as defined	$ 336,478	$ 239,888	$ 341,625	$ 409,013	$ 202,208	$ 460,256	$ 401,976
Fixed charges, as defined:							
Interest expense	$ 102,495	$ 159,222	$ 155,280	$ 201,131	$ 78,692	$ 26,075	$ 35,244
Amortized premiums, discounts and capitalized expenses related to indebtedness	9,724	10,967	6,032	6,475	2,279	—	—
Interest factor in rental expenses	16,147	21,253	17,691	15,789	9,197	18,291	17,352
Total fixed charges, as defined	$ 128,366	$ 191,442	$ 179,003	$ 223,395	$ 90,168	$ 44,366	$ 52,596
Ratio of earnings to fixed charges	2.62	1.25	1.91	1.83	2.24	10.37	7.64

Note: The Ratio of Earnings to Fixed Charges should be read in conjunction with the financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations incorporated by reference in the registration statement along with which this exhibit has been filed. The interest expense included in the fixed charges calculation above excludes interest expense relating to the Company's uncertain tax positions. The percentable of rent included in the calculation is a reasonable approximation of the interest factor.

Exhibit 21.1

SUBSIDIARIES OF HANESBRANDS INC.

All subsidiaries are wholly-owned, directly or indirectly, by Hanesbrands Inc. (other than directors' qualifying shares or similar interests) unless otherwise indicated

U.S. SUBSIDIARIES

Name of Subsidiary	Jurisdiction of Formation
BA International, L.L.C.	Delaware
Caribesock, Inc.	Delaware
Caribetex, Inc.	Delaware
CASA International, LLC	Delaware
CC Products, LLC	Delaware
Ceibena Del, Inc.	Delaware
Event 1, LLC	Kansas
GearCo, Inc.	Delaware
GFSI Holdings, Inc.	Delaware
GFSI, Inc.	Delaware
Hanes Menswear, LLC	Delaware
Hanes Puerto Rico, Inc.	Delaware
Hanesbrands Direct, LLC	Colorado
Hanesbrands Distribution, Inc.	Delaware
HBI Branded Apparel Limited, Inc.	Delaware
HBI Branded Apparel Enterprises, LLC	Delaware
HBI Playtex BATH LLC	Delaware
HbI International, LLC	Delaware
HBI Receivables LLC	Delaware
HBI Sourcing, LLC	Delaware
Inner Self LLC	Delaware
Jasper-Costa Rica, L.L.C.	Delaware
Playtex Dorado, LLC	Delaware
Playtex Industries, Inc.	Delaware
Playtex Marketing Corporation (50% owned)	Delaware
Seamless Textiles, LLC	Delaware
UPCR, Inc.	Delaware
UPEL, Inc.	Delaware

NON-U.S. SUBSIDIARIES

Name of Subsidiary	Jurisdiction of Formation
Bali Dominicana, Inc.	Panama/DR
Bali Dominicana Textiles, S.A.	Panama/DR
Bal-Mex S. de R.L. de C.V.	Mexico
Bordados Industriales, S. A. de C.V.	Honduras
Canadelle Limited Partnership	Canada
Canadelle Holding Corporation Limited	Canada
Cartex Manufacturera S. de R. L.	Costa Rica
CASA International, LLC Holdings S.C.S.	Luxembourg
Caysock, Inc.	Cayman Islands
Caytex, Inc.	Cayman Islands
Caywear, Inc.	Cayman Islands

Name of Subsidiary	Jurisdiction of Formation
Ceiba Industrial, S. De R.L.	Honduras
Champion Products S. de R.L. de C.V.	Mexico
Choloma, Inc.	Cayman Islands
Confecciones Atlantida S. de R.L.	Honduras
Confecciones de Nueva Rosita S. de R.L. de C.V.	Mexico
Confecciones El Pedregal Inc.	Cayman Islands
Confecciones El Pedregal S.A. de C.V.	El Salvador
Confecciones del Valle, S. de R.L.	Honduras
Confecciones Jiboa S.A. de C.V.	El Salvador
Confecciones La Caleta	Cayman Islands
Confecciones La Herradura S.A. de C.V.	El Salvador
Confecciones La Libertad, Ltda de C.V.	El Salvador
DFK International Limited	Hong Kong
Dos Rios Enterprises, Inc.	Cayman Islands
GFSI Canada Company	Canada
GFSI Southwest, S. de R.L. de C.V.	Mexico
Hanes Brands Incorporated de Costa Rica, S.A.	Costa Rica
Hanes Caribe, Inc.	Cayman Islands
Hanes Choloma, S. de R. L.	Honduras
Hanes Colombia, S.A.	Colombia
Hanes de Centroamerica S.A.	Guatemala
Hanes de El Salvador, S.A. de C.V.	El Salvador
Hanes Dominican, Inc.	Cayman Islands
Hanes Menswear Puerto Rico, Inc.	Puerto Rico
Hanes Panama Inc.	Panama
Hanesbrands Apparel India Private Limited	India
Hanesbrands Argentina S.A.	Argentina
Hanesbrands Australia Pty Limited	Australia
Hanesbrands Brasil Textil Ltda.	Brazil
Hanesbrands Canada NS ULC	Canada
Hanesbrands Caribbean Logistics, Inc.	Cayman Islands
Hanesbrands Dominicana, Inc.	Cayman Islands
Hanesbrands Dos Rios Textiles, Inc.	Cayman Islands
Hanesbrands El Salvador, Ltda. de C.V.	El Salvador
Hanesbrands Europe GmbH	Germany
Hanesbrands Holdings	Mauritius
Hanesbrands International (Shanghai) Co. Ltd.	China
Hanesbrands International (Thailand) Ltd.	Thailand
Hanesbrands Japan Inc.	Japan
Hanesbrands (Nanjing) Textile Co., Ltd.	China
Hanesbrands Philippines Inc.	Philippines
Hanesbrands Sourcing (India) Private Limited	India
Hanesbrands (HK) Limited	Hong Kong
Hanesbrands ROH Asia Ltd.	Thailand
Hanesbrands UK Limited	United Kingdom
HBI Alpha Holdings, Inc.	Cayman Islands
Hanesbrands (Vietnam) Company Limited	Vietnam
HBI Beta Holdings, Inc.	Cayman Islands
HBI Compania de Servicios, S.A. de C.V.	El Salvador
HbI International Holdings S.à r.l.	Luxembourg
HBI RH Mexico, S. De R.L. de C.V.	Mexico
HBI Manufacturing (Thailand) Ltd.	Thailand
HBI Risk Management Ltd.	Bermuda
HBI Servicios Administrativos de Costa Rica, S.A.	Costa Rica
HBI Socks de Honduras, S. de R.L. de C.V.	Honduras

Name of Subsidiary	Jurisdiction of Formation
HBI Sourcing Asia Limited	Hong Kong
H.N. Fibers Ltd (49%)	Israel
Indumentaria Andina S.A.	Argentina
Industria Textilera del Este ITE, S.R.L.	Costa Rica
Industrias Internacionales de San Pedro S. de R.L. de C.V.	Mexico
Inversiones Bonaventure S.A. de C.V.	El Salvador
J.E. Morgan de Honduras, S.A.	Honduras
Jasper Honduras, S.A.	Honduras
Jogbra Honduras, S.A.	Honduras
Madero Internacional S. de R.L. de C.V.	Mexico
Manufacturera Ceibena S. de R.L.	Honduras
Manufacturera Comalapa S.A. de C.V.	El Salvador
Manufacturera de Cartago, S.R.L.	Costa Rica
Manufacturera San Pedro Sula, S. de R.L.	Honduras
Monclova Internacional S. de R.L. de C.V.	Mexico
Playtex Puerto Rico, Inc.	Puerto Rico
PT. HBI Sourcing Indonesia	Indonesia
PTX (D.R.), Inc.	Cayman Islands
Rinplay S. de R.L. de C.V.	Mexico
Seamless Puerto Rico, Inc.	Puerto Rico
Servicios de Soporte Intimate Apparel, S. de R.L.	Costa Rica
Socks Dominicana S.A.	Dominican Republic
Texlee El Salvador, Ltda. de C.V.	El Salvador
The Harwood Honduras Companies, S. de R.L.	Honduras
UPEL Chinandega y Compania Limitada	Nicaragua
Yoctogenix (Proprietary) Limited	South Africa

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of our report dated February 9, 2010, relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Hanesbrands Inc.'s Annual Report on Form 10-K for the year ended January 2, 2010. We also consent to the references to us under the headings "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Greensboro, North Carolina
December 10, 2010

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Directors
GFSI Holdings, Inc.:

We consent to the use of our report dated September 23, 2010, except for notes 2, 3, and 11, which are as of December 9, 2010, with respect to the consolidated balance sheet of GFSI Holdings, Inc. and subsidiaries (the Company) as of July 3, 2010, and the related consolidated statements of income, changes in stockholders' equity (deficiency), and cash flows for the year ended July 3, 2010, which report appears in Exhibit 99.4 to the registration statement and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Kansas City, Missouri
December 9, 2010

Exhibit 25.1

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

Statement of Eligibility Under the
Trust Indenture Act of 1939 of a Corporation
Designated to Act as Trustee

o Check if an application to determine eligibility of a trustee pursuant to section 305(b)(2)

Branch Banking and Trust Company
(Exact name of trustee as specified in its charter)

North Carolina	**56-0149200**
(Jurisdiction of incorporation or organization if not a U.S. national bank)	(I.R.S. Employer Identification Number)

200 West Second Street
Winston-Salem, North Carolina 27101
(Address of principal executive offices) (Zip Code)

Robert J. Johnson, Jr., Esq.
c/o BB&T Corporation
200 West Second Street
Winston-Salem, North Carolina 27101
(336) 733-2000
(Name, address and telephone number of agent for service)

Hanesbrands Inc.
(Exact name of obligor as specified in its charter)

Maryland	**20-3552316**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

1000 East Hanes Mill Road
Winston-Salem, North Carolina 27105
(Address of principal executive offices) (Zip Code)

BA International, L.L.C.	**Delaware**	**20-3151349**
Caribesock, Inc.	**Delaware**	**36-4311677**
Caribetex, Inc.	**Delaware**	**36-4147282**
CASA International, LLC	**Delaware**	**01-0863412**
Ceibena Del, Inc.	**Delaware**	**36-4165547**
Hanes Menswear, LLC	**Delaware**	**66-0320041**
Hanes Puerto Rico, Inc.	**Delaware**	**36-3726350**
Hanesbrands Direct, LLC	**Colorado**	**20-5720114**
Hanesbrands Distribution, Inc.	**Delaware**	**36-4500174**
HBI Branded Apparel Enterprises, LLC	**Delaware**	**20-5720055**
HBI Branded Apparel Limited, Inc.	**Delaware**	**35-2274670**
HbI International, LLC	**Delaware**	**01-0863413**
HBI Sourcing, LLC	**Delaware**	**20-3552316**
Inner Self LLC	**Delaware**	**36-4413117**
Jasper-Costa Rica, L.L.C.	**Delaware**	**51-0374405**
Playtex Dorado, LLC	**Delaware**	**13-2828179**
Playtex Industries, Inc.	**Delaware**	**51-0313092**
Seamless Textiles, LLC	**Delaware**	**36-4311900**
UPCR, Inc.	**Delaware**	**36-4165638**
UPEL, Inc.	**Delaware**	**36-4165642**
GearCo, Inc.	**Delaware**	**20-5919553**
GFSI Holdings, Inc.	**Delaware**	**74-2810744**
GFSI, Inc.	**Delaware**	**74-2810748**
CC Products, Inc.	**Delaware**	**48-1244929**
Event 1, Inc.	**Kansas**	**48-1197012**
(Exact name of co-obligor as specified in its charter)	(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

c/o Hanesbrands Inc.
1000 East Hanes Mill Road
Winston-Salem, North Carolina 27105
(Address of principal executive offices) (Zip Code)

Debt Securities
(Title of the indenture securities)

1. General information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

NORTH CAROLINA COMMISSIONER OF BANKS	RALEIGH, NORTH CAROLINA 27603
FEDERAL RESERVE BANK	RICHMOND, VIRGINIA 23219
FEDERAL DEPOSIT INSURANCE CORPORATION	WASHINGTON, D.C. 20429

(b) Whether it is authorized to exercise corporate trust powers.

YES.

2. Affiliations with obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

NONE.

3-12. NO RESPONSES ARE INCLUDED FOR ITEMS 3 THROUGH 12. RESPONSES TO THOSE ITEMS ARE NOT REQUIRED BECAUSE, AS PROVIDED IN GENERAL INSTRUCTION B AND AS SET FORTH IN ITEMS 13(a) AND 13(b) BELOW, TO THE BEST OF THE TRUSTEE'S KNOWLEDGE, THE OBLIGOR IS NOT IN DEFAULT ON ANY SECURITIES ISSUED UNDER INDENTURES UNDER WHICH BRANCH BANKING AND TRUST COMPANY IS A TRUSTEE.

13. Defaults by the Obligor.

(a) State whether there is or has been a default with respect to the securities under this indenture. Explain the nature of any such default.

TO THE BEST OF THE TRUSTEE'S KNOWLEDGE, THERE IS NOT AND HAS NOT BEEN ANY DEFAULT UNDER THIS INDENTURE.

(b) If the trustee is a trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the obligor are outstanding, or is trustee for more than one outstanding series of securities under the indenture, state whether there has been a default under any such indenture or series, identify the indenture or series affected, and explain the nature of any such default.

TO THE BEST OF THE TRUSTEE'S KNOWLEDGE, THERE HAS NOT BEEN ANY SUCH DEFAULT.

14-15. NO RESPONSES ARE INCLUDED FOR ITEMS 14 AND 15. RESPONSES TO THOSE ITEMS ARE NOT REQUIRED BECAUSE, AS PROVIDED IN GENERAL INSTRUCTION B AND AS SET FORTH IN ITEMS 13(a) AND 13(b) ABOVE, TO THE BEST OF THE TRUSTEE'S KNOWLEDGE, THE OBLIGOR IS NOT IN DEFAULT ON ANY SECURITIES ISSUED UNDER INDENTURES UNDER WHICH BRANCH BANKING AND TRUST COMPANY IS A TRUSTEE.

16. List of exhibits.

List below all exhibits filed as a part of this statement of eligibility; exhibits identified by an asterisk or asterisks are filed with the Securities and Exchange Commission and are incorporated herein by reference as exhibits hereto pursuant to Rule 7a-29 under the Trust Indenture Act of 1939, as amended.

1.* A copy of the restated articles of incorporation of Branch Banking and Trust Company.

2.* A copy of the certificate of authority of the trustee to commence business.

3. A copy of the authorization of the trustee to exercise corporate trust powers.

4.* A copy of the existing by-laws of the trustee as now in effect.

5. Not applicable.

6. The consent of the trustee required by Section 321(b) of the Trust Indenture Act of 1939.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

8. Not applicable.

9. Not applicable.

* Incorporated by reference to the exhibit of the same number to the trustee's Statement of Eligibility on Form T-1 filed as Exhibit 25.1 to the Registration Statement on Form S-3ASR (Commission File No. 333-142343) filed on April 25, 2007.

Signature

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, Branch Banking and Trust Company, a state banking corporation organized and existing under the laws of the State of North Carolina, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Wilson and the State of North Carolina, on the 10th day of December 2010.

Branch Banking and Trust Company

By: /s/ Gregory Yanok
Gregory Yanok
Vice President

Exhibit 1 to Form T-1

ARTICLES OF ASSOCIATION
OF
BRANCH BANKING AND TRUST COMPANY

Incorporated by reference to the exhibit of the same number to the trustee's
Statement of Eligibility on Form T-1 filed as Exhibit 25.1 to the
Registration Statement on Form S-3ASR
(Commission File No. 333-142343) filed on April 25, 2007.

Exhibit 2 to Form T-1

CERTIFICATE OF AUTHORITY OF
BRANCH BANKING AND TRUST COMPANY
TO COMMENCE BUSINESS

Incorporated by reference to the exhibit of the same number to the trustee's
Statement of Eligibility on Form T-1 filed as Exhibit 25.1 to the
Registration Statement on Form S-3ASR
(Commission File No. 333-142343) filed on April 25, 2007.

Exhibit 3 to Form T-1

AUTHORIZATION OF
BRANCH BANKING AND TRUST COMPANY
TO EXERCISE CORPORATE TRUST POWERS

Authority to Act as Fiduciary without Bond

[Seal of State of North Carolina Commissioner of Banks]

State of North Carolina

Branch Banking and Trust Company having paid the $200 fee as required by G.S. § 53-160, and otherwise being empowered to exercise fiduciary powers, is hereby granted a license to act as Guardian, Trustee, Assignee, Receiver, Executor, or Administrator without bond as provided by law.

[Seal]

WITNESS my signature and official seal this the 10th day of December, 2009.

/s/ Joseph A. Smith, Jr.
Joseph A. Smith, Jr.
Commissioner of Banks

Expires December 31, 2010

North Carolina Commissioner of Banks, 316 W. Edenton Street, 4309 Mail Service Center, Raleigh, NC 27699-4309
Telephone: 919/733-3016 Fax: 919/733-6918 Internet: http://www.nccob.org

Exhibit 4 to Form T-1

BYLAWS OF
BRANCH BANKING AND TRUST COMPANY

Incorporated by reference to the exhibit of the same number to the trustee's
Statement of Eligibility on Form T-1 filed as Exhibit 25.1 to the
Registration Statement on Form S-3ASR
(Commission File No. 333-142343) filed on April 25, 2007.

Exhibit 5 to Form T-1

(Intentionally Omitted. Not Applicable.)

Exhibit 6 to Form T-1

CONSENT OF TRUSTEE

Pursuant to the requirements of Section 321(b) of the Trust Indenture Act of 1939, in connection with the proposed exchange of the Debt Securities of Hanesbrands Inc., Branch Banking and Trust Company hereby consents that reports of examinations by Federal, State, Territorial or District Authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

Branch Banking and Trust Company

December 10, 2010

By: /s/ Gregory Yanok
Gregory Yanok
Vice President

Exhibit 7 to Form T-1

REPORT OF CONDITION

BRANCH BANKING AND TRUST COMPANY

At the close of business September 30, 2010, published in accordance with Federal regulatory authority instructions.

ASSETS	Dollar Amounts in Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balance and currency and coin (1)	1,224,485
Interest-bearing balances	920,039
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	24,154,134
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	829,325
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	3,832,915
Loans and leases, net of unearned income	97,728,587
LESS: Allowance for loan and lease losses	2,390,136
Loans and leases, net of unearned income and allowance	95,338,451
Trading assets	1,019,930
Premises and fixed assets (including capitalized leases)	1,817,735
Other real estate owned	1,600,036
Investments in unconsolidated subsidiaries and associated companies	1,020,090
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	5,793,117
Other intangible assets	1,197,651
Other assets:	12,797,540
Total assets	151,545,448

(1) Includes cash items in process of collection and unposted debits.

	Dollar Amounts in Thousands
LIABILITIES	
Deposits:	
In domestic offices	101,111,395
Noninterest-bearing	20,647,105
Interest-bearing	80,464,290
In foreign offices, Edge and Agreement subsidiaries, and IBFs:	4,511,982
Noninterest-bearing	125,425
Interest-bearing	4,386,557
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	28,140
Securities sold under agreements to repurchase	1,037,826
Trading liabilities	795,899
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)	17,158,999
Not applicable	
Not applicable	
Subordinated notes and debentures	1,533,716
Other liabilities	5,191,928
Total liabilities	131,369,885
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	24,437
Surplus (excludes all surplus related to preferred stock)	13,281,821
Not Available	
Retained earnings	4,245,330
Accumulated other comprehensive income	(335,737)
Other equity capital components	0
Not available	
Total bank equity capital	17,215,851
Noncontrolling (minority) interests in consolidated subsidiaries	2,959,712
Total equity capital	20,175,563
Total liabilities and equity capital	151,545,448

Exhibit 8 to Form T-1

(Intentionally Omitted. Not Applicable.)

Exhibit 9 to Form T-1

(Intentionally Omitted. Not Applicable.)

Letter of Transmittal

Offer to Exchange
6.375% Senior Notes due 2020, which have been registered under the
Securities Act of 1933, as amended,
for any and all outstanding 6.375% Senior Notes due 2020
Regulation S Notes (CUSIP U24437 AC6 and ISIN USU24437AC69)
144A Notes (CUSIP 410345 AH5 and ISIN US410345AH55)
of
Hanesbrands Inc.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011 (THE "*EXPIRATION DATE*"), UNLESS EXTENDED BY HANESBRANDS INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:
Branch Banking & Trust Company

By Registered Mail or Overnight Carrier:
Branch Banking & Trust Company
223 W. Nash Street
Wilson, North Carolina 27893
Attn: Corporate Trust

By Hand Delivery:
Branch Banking & Trust Company
223 W. Nash Street
Wilson, North Carolina 27893
Attn: Corporate Trust

Confirm by Telephone:
(800) 682-6903

Delivery of this Letter of Transmittal to an address other than as set forth above or transmission of this Letter of Transmittal via a facsimile transmission will not constitute a valid delivery.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL, INCLUDING THE INSTRUCTIONS TO THIS LETTER, CAREFULLY BEFORE CHECKING ANY BOX BELOW

Capitalized terms used in this Letter of Transmittal and not defined herein shall have the respective meanings ascribed to them in the Prospectus.

List in Box 1 below the Old Notes (as defined below) of which you are the holder. If the space provided in Box 1 is inadequate, list the principal amount at maturity of Old Notes on a separate signed schedule and affix that schedule to this Letter of Transmittal.

BOX 1

DESCRIPTION OF OLD NOTES
Old Notes:

Name(s) and Address(es) of Registered Holder(s) (Please Fill In)	Certificate Number(s)*	Aggregate Principal Amount Represented**	Principal Amount Tendered**
Total principal amount of Old Notes			

* Need not be completed by holders delivering by book-entry transfer (see below).
** Old Notes may be tendered in whole or in part in minimum denominations of U.S.$2,000 and integral multiples of U.S.$1,000 in excess thereof. All Old Notes held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4.

The undersigned acknowledges receipt of (i) the Prospectus, dated , 2011 (the "Prospectus"), of Hanesbrands Inc. (the "Issuer") and the subsidiary guarantors (together, the "Guarantors") and (ii) this Letter of Transmittal, which may be amended from time to time (as amended, this "Letter"), which together constitute the offer of the Issuer and the Guarantors (the "Exchange Offer") to exchange new 6.375% Senior Notes due 2020 (the "New Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of the Issuer's outstanding 6.375% Senior Notes due 2020 (the "Old Notes"). The Old Notes were issued and sold in transactions exempt from registration under the Securities Act.

The undersigned has completed, executed and delivered this Letter to indicate the action he or she desires to take with respect to the Exchange Offer.

A beneficial owner whose Old Notes are held by a broker, dealer, commercial bank, trust company or other nominee and who desires to tender such Old Notes in this tender offer need not complete this Letter and must contact its nominee and instruct the nominee to tender its Old Notes on its behalf.

A participant through The Depository Trust Company ("DTC") who wishes to participate in the tender offer must electronically submit its acceptance through DTC's Automated Tender Offer Program ("ATOP") system or complete, sign, and mail or transmit this Letter to the Branch Banking and Trust Company (the "Exchange Agent") prior to the Expiration Date. **This Letter need not be completed by a DTC participant tendering through ATOP. A transmission of an acceptance to DTC through ATOP shall constitute your agreement to be bound by this letter of transmittal and your acceptance that we may enforce such agreement against you. Such holders who wish to tender through DTC's ATOP procedures should allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on or before the Expiration Date.**

Tenders of Old Notes may be withdrawn at any time prior to the Expiration Date. For a withdrawal of Old Notes to be effective, the Exchange Agent must receive a written or facsimile transmission containing a notice of withdrawal prior to the Expiration Date, by a properly transmitted "Request Message" through ATOP. Such notice of withdrawal must (i) specify the name of the holder who tendered the Old Notes to be withdrawn, (ii) contain the aggregate principal amount represented by such Old Notes, (iii) contain a statement that such holder is withdrawing the election to tender such holder's Old Notes and (iv) be signed by the holder in the same manner as the original signature on this Letter (including any required signature guarantees) or be accompanied by evidence satisfactory to the Issuer that the person

withdrawing the tender has succeeded to the beneficial ownership of the Old Notes. Any notice of withdrawal must identify the Old Notes to be withdrawn, including the name and number of the account at DTC to be credited, and otherwise comply with the procedures of DTC.

Beneficial owners of Old Notes who are not direct participants in DTC must contact their broker, bank or other nominee or custodian to arrange for their direct participant in DTC or to submit an instruction to DTC on their behalf in accordance with its requirements. The beneficial owners of Old Notes that are held in the name of a broker, bank or other nominee or custodian should contact such entity sufficiently in advance of the Expiration Date if they wish to tender their Old Notes and ensure that the Old Notes in DTC are blocked in accordance with the requirements and deadlines of DTC. Such beneficial owners of the Old Notes should not submit such instructions directly to DTC, us or the Exchange Agent.

The Instructions included with this Letter must be followed in their entirety. Questions and requests for assistance or for additional copies of the Prospectus or this Letter may be directed to the Exchange Agent, at the address listed above, or Hanesbrands Inc., 1000 East Hanes Mill Road, Winston-Salem, North Carolina, Attention: Corporate Secretary, telephone number (336) 519-8080.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned tenders to the Issuer and the Guarantors the principal amount of Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the Old Notes tendered with this Letter, the undersigned exchanges, assigns and transfers to, or upon the order of, the Issuer and the Guarantors, all right, title and interest in and to the Old Notes tendered.

The undersigned constitutes and appoints the Exchange Agent as his or her agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as the agent of the Issuer and the Guarantors) with respect to the tendered Old Notes, with full power of substitution, to: (a) deliver Old Notes and all accompanying evidence of transfer and authenticity to or upon the order of the Issuer upon receipt by the Exchange Agent, as the undersigned's agent, of the New Notes to which the undersigned is entitled upon the acceptance by the Issuer and the Guarantors of the Old Notes tendered under the Exchange Offer and (b) receive all benefits and otherwise exercise all rights of beneficial ownership of the Old Notes, all in accordance with the terms of the Exchange Offer. The power of attorney granted in this paragraph shall be deemed irrevocable and coupled with an interest.

The undersigned hereby represents and warrants that he or she has full power and authority to tender, exchange, assign and transfer the Old Notes tendered hereby and to acquire New Notes issuable upon exchange of the tendered Old Notes, and that, when the tendered Old Notes are accepted for exchange, the Issuer and the Guarantors will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of the Old Notes tendered.

The undersigned agrees that acceptance of any tendered Old Notes by the Issuer and the Guarantors and the issuance of New Notes in exchange therefore shall constitute performance in full by the Issuer and Guarantors of their respective obligations under the registration rights agreement that the Issuer and Guarantors entered into with the initial purchasers of the Old Notes (the "Registration Rights Agreement") and that, upon the issuance of the New Notes, the Issuer and Guarantors will have no further obligations or liabilities under the Registration Rights Agreement (except in certain limited circumstances). By tendering Old Notes, the undersigned certifies that (i) any New Notes received by it will be acquired in the ordinary course of its business, (ii) it has no arrangement or understanding with any person or entity to participate in a distribution (within the meaning of the Securities Act) of the New Notes, (iii) it is not an "affiliate" (within the meaning of Rule 405 under the Securities Act) of the Issuer or the Guarantors nor is it a broker-dealer that acquired Old Notes directly from such persons or, if it is an affiliate (as so defined) of such persons or a broker-dealer that acquired Old Notes directly from such persons, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, and (iv) if it is not a broker-dealer, it is not engaged in, and does not intend to engage in, a distribution of the New Notes.

The undersigned acknowledges that, if it is a broker-dealer that will receive New Notes in exchange for Old Notes that were acquired for its own account as a result of market-making activities or other trading activities, it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes. By so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned understands that the Issuer and the Guarantors may accept the undersigned's tender by delivering written notice of acceptance to the Exchange Agent following expiration of the tender offer, at which time the undersigned's right to withdraw such tender will terminate.

All authority conferred or agreed to be conferred by this Letter shall survive the death or incapacity of the undersigned, and every obligation of the undersigned under this Letter shall be binding upon the undersigned's heirs, legal representatives, successors, assigns, executors and administrators of the undersigned. Tenders may be withdrawn only in accordance with the procedures set forth in the Instructions included with this Letter.

Unless otherwise indicated under "Special Delivery Instructions" below, the Exchange Agent will deliver New Notes (and, if applicable, any Old Notes not tendered) to the undersigned's account indicated below by book-entry transfer.

Please read this entire Letter of Transmittal carefully before completing the boxes below.

o **Check here if tendered Old Notes are being delivered by book-entry transfer made to the account maintained by the Exchange Agent with the DTC and complete the following:**

Name of Tendering Institution:

Account Number with DTC:

Transaction Code Number:

o **Check here if you are an "Affiliate" (within the meaning of Rule 405 under the Securities Act) of the Issuer or the Guarantors.**

Use of Guaranteed Delivery
(See Instruction 1)

To be completed only if tendered notes are being delivered pursuant to a notice of guaranteed delivery previously sent to the Exchange Agent. Complete the following (please enclose a photocopy of such notice of guaranteed delivery):

Name of Registered Holder(s): _____

Window Ticket Number (if any): _____

Date of Execution of the Notice of Guaranteed Delivery: _____

Name of Eligible Institution that Guaranteed Delivery: _____

If Delivered By Book-Entry Transfer, Complete The Following:

Name of Tendering Institution: _____

Account Number at DTC: _____

Transaction Code Number: _____

Broker-Dealer Status

o Check here if you are a broker-dealer that acquired your tendered notes for your own account as a result of market-making or other trading activities and wish to receive 10 additional copies of the Prospectus and any amendments or supplements thereto.

Name:

Address:

Note: signatures must be provided below

BOX 2

PLEASE SIGN HERE

This Letter of Transmittal must be signed by the registered holder(s) of Old Notes exactly as their name(s) appear(s) on certificate(s) for Old Notes, if any, or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Exchange Agent of such person's authority to so act. See Instruction 3 below.

If the signature appearing below is not of the registered holder(s) of the Old Notes, then the registered holder(s) must sign a valid power of attorney.

X _____

X _____

Signature(s) of Holder(s) or Authorized Signatory

Dated .

Name(s) _____

_____

Capacity _____

Address _____

Including Zip Code

_____

Area Code and Telephone No. _____

SIGNATURE GUARANTEE (If required — see Instruction 3)

Certain Signatures Must be Guaranteed by a Signature Guarantor

_____

(Name of Signature Guarantor Guaranteeing Signatures)

_____

(Address (including zip code) and Telephone Number (including area code) of Firm)

_____

(Authorized Signature)

_____

(Printed Name)

_____

(Title)

Dated .

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4)

Credit Old Notes not tendered by this Letter of Transmittal, by book-entry transfer to:

o The Depository Trust Company

o _____

o Account Number .

Credit Exchange Notes issued pursuant to the Exchange Offers by book-entry transfer to:

o The Depository Trust Company

o _____

o Account Number .

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if a book-entry transfer of Old Notes in a principal amount not tendered or Exchange Notes is to be made to an account in the name of someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal in the box entitled "Description of Old Notes" within this Letter of Transmittal.

Deliver: o Exchange Notes o Old Notes
(Complete as applicable)

Name _____
(Please Print)

o The Depository Trust Company

o _____

o Account Number .

INSTRUCTIONS
FORMING PART OF THE TERMS AND
CONDITIONS OF THE EXCHANGE OFFER

1. **Delivery of this Letter.** A Book-Entry Confirmation, as well as a properly completed and duly executed copy of this Letter and any other documents required by this Letter, must be received by the Exchange Agent at its address set forth herein on or before the Expiration Date. The method of delivery of this Letter, Book-Entry Confirmation and any other required documents is at the election and risk of the tendering holder, but except as otherwise provided below, the delivery will be deemed made when actually received by the Exchange Agent. If delivery is by mail, the use of registered mail with return receipt requested, properly insured, is suggested.

Holders who cannot deliver their Book-Entry Confirmation and all other required documents to the Exchange Agent on or before the Expiration Date may tender their Old Notes pursuant to the guaranteed delivery procedures set forth in the Prospectus. Pursuant to such procedure: (i) tender must be made by or through a firm that is a member of a recognized signature guarantee program within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934 (an "Eligible Institution"); (ii) on or prior to the Expiration Date, the Exchange Agent must have received from the Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, mail or hand delivery) (x) setting forth the name and address of the holder, the names in which the Old Notes are registered, the principal amount of Old Notes tendered, (y) stating that the tender is being made thereby and (z) guaranteeing that within three New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, the Book-Entry Confirmation will be delivered by the Eligible Institution together with this Letter, properly completed and duly executed, and any other required documents to the Exchange Agent; and (iii) a Book-Entry Confirmation, as well as all other documents required by this Letter, must be received by the Exchange Agent within three New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in the Prospectus under the caption "The Exchange Offer — Guaranteed Delivery Procedures."

All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered Old Notes will be determined by the Issuer, whose determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders that are not in proper form or the acceptances for exchange of which may, in the opinion of counsel to the Issuer, be unlawful. The Issuer also reserves the right to waive any of the conditions of the Exchange Offer or any defects or irregularities in tenders of any particular holder of Old Notes whether or not similar defects or irregularities are waived in the cases of other holders of Old Notes. All tendering holders, by execution of this Letter, waive any right to receive notice of acceptance of their Old Notes.

None of the Issuer, the Guarantors, the Exchange Agent or any other person shall be obligated to give notice of defects or irregularities in any tender, nor shall any of them incur any liability for failure to give any such notice.

2. **Partial Tenders; Withdrawals.** If less than the entire principal amount of any Old Note evidenced by a Book-Entry Confirmation is tendered, the tendering holder must fill in the principal amount tendered in the fourth column of Box 1 above. All of the Old Notes represented by a Book-Entry Confirmation delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

If not yet accepted, a tender pursuant to the Exchange Offer may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date. To be effective with respect to the tender of Old Notes, a written or facsimile transmission notice of withdrawal must: (i) be received by the Exchange Agent at its address set forth above before 5:00 p.m., New York City time, on the Expiration Date; (ii) specify the person named in the applicable letter of transmittal as having tendered Old Notes to be withdrawn; (iii) specify the principal amount of Old Notes to be withdrawn, which must be an authorized denomination; (iv) state that the holder is withdrawing its election to have those Old Notes exchanged; (v) state the name of the registered holder of those Old Notes; and (vi) be signed by the holder in the same manner as the signature on the applicable letter of transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to the Issuer that the person withdrawing the tender has succeeded to the beneficial ownership of the Old Notes being withdrawn.

3. **Signatures on this Letter; Assignments; Guarantee of Signatures.** If this Letter is signed by the holder(s) of Old Notes tendered hereby, the signature must correspond with the name(s) of the holder(s) of the Old Notes.

If any of the Old Notes tendered hereby are owned by two or more joint owners, all owners must sign this Letter.

If this Letter is signed by the holder of record and (i) the entire principal amount of the holder's Old Notes are tendered; and/or (ii) untendered Old Notes, if any, are to be issued to the holder of record, then the holder of record need not endorse any certificates for tendered Old Notes, if any, nor provide a separate bond power. In any other case, the holder of record must transmit a separate bond power with this Letter.

If this Letter or any assignment is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and proper evidence satisfactory to the Issuer of their authority to so act must be submitted, unless waived by the Issuer.

Signatures on this Letter must be guaranteed by an Eligible Institution, unless Old Notes are tendered: (i) by a holder who has not completed the Box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter; or (ii) for the account of an Eligible Institution. In the event that the signatures in this Letter or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantees must be by an Eligible Institution which is a member of The Securities Transfer Agents Medallion Program (STAMP), The New York Stock Exchange's Medallion Signature Program (MSP) or The Stock Exchanges Medallion Program (SEMP). If Old Notes are registered in the name of a person other than the signer of this Letter, the Old Notes surrendered for exchange must be endorsed by, or be accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Issuer, in its sole discretion, duly executed by the registered holder with the signature thereon guaranteed by an Eligible Institution.

4. **Special Issuance and Delivery Instructions.** Tendering holders should indicate, in Box 3 or 4, as applicable, the name and account to which the New Notes or Old Notes not exchanged are to be issued, if different from the name and account of the person signing this Letter. In the case of issuance in a different name, the tax identification number of the person named must also be indicated. Holders tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at the Book-Entry Transfer Facility as such holder may designate.

5. **Transfer Taxes.** The Issuer and/or the Guarantors will pay all transfer taxes, if any, applicable to the transfer of Old Notes to them or their order pursuant to the Exchange Offer. If, however, the New Notes or Old Notes not exchanged are to be delivered to, or are to be issued in the name of, any person other than the record holder, or if a transfer tax is imposed for any reason other than the transfer of Old Notes to the Issuer and the Guarantors or their order pursuant to the Exchange Offer, then the amount of such transfer taxes (whether imposed on the record holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of taxes or exemption from taxes is not submitted with this Letter, the amount of transfer taxes will be billed directly to the tendering holder.

Except as provided in this Instruction 5, it will not be necessary for transfer tax stamps to be affixed to the certificates, if any, listed in this Letter.

6. **Waiver of Conditions.** The Issuer reserves the absolute right to amend or waive any of the specified conditions in the Exchange Offer in the case of any Old Notes tendered.

7. **Requests for Assistance or Additional Copies.** Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus or this Letter, may be directed to the Exchange Agent.

IMPORTANT: This Letter (together with a Book-Entry Confirmation and all other required documents) must be received by the Exchange Agent on or before the Expiration Date of the Exchange Offer (as described in the Prospectus).

Notice of Guaranteed Delivery

To Tender for Exchange of

6.375% Senior Notes due 2020, which have been registered under the Securities Act of 1933, as amended,
for any and all outstanding 6.375% Senior Notes due 2020
Regulation S Notes (CUSIP U24437 AC6 and ISIN USU24437AC69)
144A Notes (CUSIP 410345 AH5 and ISIN US410345AH55)

of

Hanesbrands Inc.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011 (THE "*EXPIRATION DATE*"), UNLESS EXTENDED BY HANESBRANDS INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

Branch Baking & Trust Company

By Registered Mail or Overnight Carrier:
Branch Banking & Trust Company
223 W. Nash Street
Wilson, North Carolina 27893
Attn: Corporate Trust

By Hand Delivery:
Branch Banking & Trust Company
223 W. Nash Street
Wilson, North Carolina 27893
Attn: Corporate Trust

Confirm by Telephone:
(800) 682-6903

For any questions regarding this notice of guaranteed delivery or for any additional information, you may contact the exchange agent by telephone at (800) 682-6903, or by facsimile at (252) 246-4303.

Delivery of this notice of guaranteed delivery to an address other than as set forth above or transmission of this notice of guaranteed delivery via a facsimile transmission to a number other than as set forth above will not constitute a valid delivery.

Notwithstanding anything contained in this Notice of Guaranteed Delivery or in the related letter of Transmittal, tenders can only be made through the Automated Tender Offer Program of The Depositary Trust Company ("DTC") by DTC participants and Letters of Transmittal can only be accepted by means of an Agent's Message.

As set forth in (i) the Prospectus, dated , 2011 (the "Prospectus"), Hanesbrands Inc. (the "Issuer") and the subsidiary guarantors (together, the "Guarantors") under "The Exchange Offer — Guaranteed Delivery Procedures" and (ii) the Letter of Transmittal (the "Letter of Transmittal") relating to the offer by the Issuer and the Guarantors to exchange up to $1,000,000,000 in principal amount of the Issuer's new 6.375% Senior Notes due 2020 for $1,000,000,000 in principal amount of the Issuer's 6.375% Senior Notes due 2020 (the "Old Notes"), which Old Notes were issued and sold in transactions exempt from registration under the Securities Act of 1933, as amended, this form or one substantially equivalent hereto must be used to accept the offer of the Issuer and the Guarantors if time will not permit all required documents to reach Branch Banking & Trust Company (the "Exchange Agent") on or prior to the expiration date of the Exchange Offer (as defined below and as described in the Prospectus). Such form may be delivered by facsimile transmission, mail or hand to the Exchange Agent.

Ladies and Gentlemen:

The undersigned hereby tenders to the Issuer and the Guarantors, upon the terms and conditions set forth in the Prospectus and the Letter of Transmittal (which together constitute the "Exchange Offer"), receipt of which are hereby acknowledged, the principal amount of Old Notes set forth below pursuant to the guaranteed delivery procedure described in the Prospectus under the caption "The Exchange Offer — Guaranteed Delivery Procedures" and the Letter of Transmittal.

All the authority herein conferred or agreed to be conferred in this Notice of Guaranteed Delivery and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive the death or incapacity of, the undersigned.

The undersigned hereby tenders the Old Notes listed below:

Account No. of Old Notes at the Depositary Trust Company	**Aggregate Principal Amount Represented**	**Aggregate Principal Amount Tendered***

* Must be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

PLEASE SIGN AND COMPLETE

Signature(s) of Registered Holder(s) or
Authorized Signatory:

Name(s) of Registered Holder(s):

Date:

Address:

Area Code and Telephone No.:

This notice of guaranteed delivery must be signed by the registered holder(s) exactly as their name(s) appear(s) on certificate(s) for notes, if any, or on a security position listing as the owner of notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this notice of guaranteed delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

Please print name(s) and address(es):

Name(s):

Capacity:

Address(es):

THE GUARANTEE BELOW MUST BE COMPLETED

GUARANTEE
(Not To Be Used for Signature Guarantee)

The undersigned, an "eligible guarantor institution" within the meaning of Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended, hereby guarantees that the notes to be tendered hereby are in proper form for transfer (pursuant to the procedures set forth in the prospectus under "Exchange Offers — Guaranteed Delivery Procedures"), and that the exchange agent will receive (a) a book-entry confirmation of the transfer of such notes into the exchange agent's account at The Depository Trust Company, and (b) a properly completed and duly executed letter of transmittal with any required signature guarantees and any other documents required by the letter of transmittal, or a properly transmitted agent's message, within three New York Stock Exchange, Inc. trading days after the date of execution hereof.

The eligible guarantor institution that completes this form must communicate the guarantee to the exchange agent and must deliver the letter of transmittal, or a properly transmitted agent's message and a book-entry confirmation, to the exchange agent within the time period described above. Failure to do so could result in a financial loss to such eligible guarantor institution.

Name of Firm: _____

Authorized Signature: _____

Title: _____

Address: _____
(Zip Code)

Area Code and Telephone Number: _____

Dated: _____

Instructions To Registered Holder And/Or Book-Entry Transfer Facility Participant From Beneficial Owner of Hanesbrands Inc.

6.375% Senior Notes due 2020
Regulation S Notes (CUSIP U24437 AC6 and ISIN USU24437AC69)
144A Notes (CUSIP 410345 AH5 and ISIN US410345AH55)

To Registered Holders and/or Participant of the Book-Entry Transfer Facility:

The undersigned hereby acknowledges receipt of the Prospectus, dated , 2011 (the "Prospectus"), of Hanesbrands Inc. (the "Issuer") and the subsidiary guarantors (together, the "Guarantors"), and the accompanying Letter of Transmittal (the "Letter of Transmittal"), that together constitute the offer of the Issuer and the Guarantors (the "Exchange Offer") to exchange the new 6.375% Senior Notes due 2020 (the "New Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of the Issuer's 6.375% Senior Notes due 2020 (the "Old Notes"). Capitalized terms used but not defined in these instructions have the meanings ascribed to them in the Prospectus.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the exchange offer with respect to the Old Notes held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is **(fill in amount)**:

U.S. $ of the 6.375% Senior Notes due 2020.

With respect to the exchange offers, the undersigned hereby instructs you **(check appropriate box)**:

o TO TENDER ALL of the Old Notes held by you for the account of the undersigned.

o TO TENDER the following Old Notes held by you for the account of the undersigned **(insert principal amount of outstanding notes to be tendered (if any)):**
U.S. $ of 6.375% Senior Notes due 2020.

o NOT TO TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, it is understood that you are authorized:

(a) to make on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations that:

(i) the undersigned's principal residence is in the state of (FILL IN STATE) ;

(ii) the undersigned has full power and authority to tender, exchange, assign and transfer the Old Notes tendered, and the Issuer and the Guarantors will acquire good and unencumbered title to the Old Notes being tendered, free and clear of all liens, restrictions, charges and encumbrances, and not subject to any adverse claim, when the Old Notes are accepted by the Issuer,

(iii) the New Notes being acquired pursuant to the Exchange Offer are being acquired in the ordinary course of business of the undersigned or of any other person receiving New Notes pursuant to the Exchange Offer through the undersigned, whether or not that person is the holder of Old Notes;

(iv) neither the undersigned nor any other person acquiring the New Notes pursuant to the Exchange Offer through the undersigned, whether or not that person is the holder of Old Notes, is engaged in, or has an intent to engage in, a distribution (within the meaning of the Securities Act) of the New Notes;

(v) neither the undersigned nor any other person acquiring the New Notes pursuant to the Exchange Offer through the undersigned, whether or not that person is the holder of Old Notes, has an arrangement or understanding with any other person to participate in a distribution (within the meaning of the Securities Act) of the New Notes; and

(vi) neither the undersigned nor any other person acquiring the New Notes pursuant to the Exchange Offer through the undersigned, whether or not that person is the holder of Old Notes, is an "affiliate" (within the meaning of Rule 405 under the Securities Act) of the Issuer or the Guarantors.

If the undersigned is a broker-dealer that acquired the Old Notes directly from the Issuer in the initial offering and not as a result of market-making or other trading activities or if any of the foregoing representations and warranties are not true, then the undersigned is not eligible to participate in the Exchange Offer, cannot rely on the interpretations of the staff of the Securities and Exchange Commission in connection with the Exchange Offer and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resale of the New Notes.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, it is understood that you are authorized to make on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representation and warranty that if any of the undersigned or any other person acquiring the New Notes pursuant to the Exchange Offer through the undersigned, whether or not that person is the holder of Old Notes, is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities, it will deliver a prospectus in connection with any resale of New Notes. By acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act;

(b) to agree, on behalf of the undersigned, as set forth in the Letter of Transmittal; and

(c) to take any other action as necessary under the Prospectus or the Letter of Transmittal to effect the valid tender of the Old Notes.

SIGN HERE

Name of beneficial owner(s) (please print): _____

Signature(s): _____

Address: _____

Telephone Number: _____

Taxpayer Identification Number or Social Security Number: _____

Date: _____

Exhibit 99.4

Report of Independent Registered Public Accounting Firm

The Board of Directors
GFSI Holdings, Inc.:

We have audited the accompanying consolidated balance sheet of GFSI Holdings, Inc. and subsidiaries (collectively, the Company) as of July 3, 2010, and the related consolidated statements of income, changes in stockholders' equity (deficiency), and cash flows for the year ended July 3, 2010. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of GFSI Holdings, Inc. and subsidiaries as of July 3, 2010, and the results of their operations and their cash flows for the year ended July 3, 2010, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP

Kansas City, Missouri
September 23, 2010,
except for notes 2, 3, and 11, which are as of December 9, 2010

GFSI HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
(in thousands, except share data)

	July 3, 2010
ASSETS	
Current assets:	
Cash and cash equivalents	$ 1,301
Accounts receivable, net of allowance for doubtful accounts of $572 at July 3, 2010	35,764
Inventories, net	49,546
Prepaid expenses and other current assets	1,178
Deferred income taxes	2,100
Total current assets	89,889
Deferred income taxes	20
Property, plant and equipment, net	16,048
Other assets:	
Deferred financing costs, net of accumulated amortization of $8,014 at July 3, 2010	1,544
Other	436
	1,980
Total assets	$ 107,937
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)	
Current liabilities:	
Accounts payable	$ 16,293
Accrued interest expense	998
Accrued expenses	11,304
Income taxes payable	221
Current portion of long-term debt	168,288
Total current liabilities	197,104
Other long-term obligations	3,318
Redeemable preferred stock	22,491
Total liabilities	222,913
Stockholders' equity (deficiency):	
Series A Common Stock, $.01 par value, 1,000 shares authorized, 1,000 shares issued at July 3, 2010	—
Series B Common Stock, $.01 par value, 1,000 shares authorized, 1,000 shares issued at July 3, 2010	—
Series C Common Stock, $.01 par value, 17,000 shares authorized, 8,250 shares issued at July 3, 2010	—
Series F Preferred Stock, no par value, 1,157 shares authorized, 1,144 shares issued at July 3, 2010	—
Additional paid-in capital	1,025
Accumulated deficiency	(115,979)
Treasury Stock, at cost (290 Series A shares at July 3, 2010)	(22)
Total stockholders' equity (deficiency)	(114,976)
Total liabilities and stockholders' equity (deficiency)	$ 107,937

See accompanying notes to consolidated financial statements.

GFSI HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF INCOME
(in thousands)

	Year Ended July 3, 2010
Net sales	$ 225,452
Cost of sales	132,550
Gross profit	92,902
Operating expenses:	
Selling	41,844
General and administrative	24,956
	66,800
Operating income	26,102
Gain on early extinguishment of debt	4,685
Interest expense	(19,041)
Income before income taxes	11,746
Income tax expense	(5,290)
Net income	$ 6,456

See accompanying notes to consolidated financial statements.

GFSI HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIENCY)

Year Ended July 3, 2010

(in thousands)

	Series A, B & C Common Stock	Series F Preferred Stock	Additional Paid-In Capital	Accumulated Deficiency	Treasury Stock	Total
Balance, June 27, 2009	$ —	$ —	$ 1,025	$ (122,446)	$ (22)	$ (121,443)
Net income				6,456		6,456
Foreign currency translation gain				11		11
Balance, July 3, 2010	$ —	$ —	$ 1,025	$ (115,979)	$ (22)	$ (114,976)

See accompanying notes to consolidated financial statements.

GFSI HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS
(in thousands)

	Year Ended July 3, 2010
Cash flows from operating activities:	
Net income	$ 6,456
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	3,370
Amortization of deferred financing costs	1,531
Loss on sale or disposal of property, plant and equipment	2
Gain on early extinguishment of debt	(4,685)
Deferred income taxes and other	3,261
Preferred stock dividends	1,293
Accretion of discount on long-term debt	4,711
Changes in operating assets and liabilities:	
Accounts receivable, net	(6,698)
Inventories, net	(908)
Prepaid expenses, other current assets and other assets	161
Income tax payable	1,266
Accounts payable and accrued expenses	7,712
Net cash provided by operating activities	17,472
Cash flows from investing activities:	
Proceeds from sales of property, plant and equipment	27
Purchases of property, plant and equipment	(2,260)
Net cash used in investing activities	(2,233)
Cash flows from financing activities:	
Net changes to revolving credit agreement borrowings	(4,011)
Repurchase of Company notes	(8,670)
Cash paid for financing costs	(116)
Payments on long-term debt	(1,853)
Net cash used in financing activities	(14,650)
Effect of foreign exchange rate changes on cash	11
Net increase in cash and cash equivalents	600
Cash and cash equivalents:	
Beginning of period	701
End of period	$ 1,301
Supplemental cash flow information:	
Interest paid	$ 11,490
Income taxes paid	$ 777
Supplemental schedule of non-cash investing and financing activities:	
Accrual of preferred stock dividends	$ 1,293

See accompanying notes to consolidated financial statements.

1. GEARCO, INC. AND GEARCAP LLC

In fiscal 2007, GearCo, Inc. ("GearCo") was formed to acquire GFSI Holdings, Inc. (the "Company" or "Holdings"). On December 30, 2006, GearCo acquired substantially all of the common and preferred stock of Holdings in a tax-free exchange. In the transaction, GearCo issued to the Holdings shareholders a like amount of substantially identical common and preferred shares of GearCo in exchange for their Holdings securities. Following the transaction, Holdings became a wholly-owned subsidiary of GearCo.

In fiscal 2004, Company management formed a Delaware limited liability company named Gearcap LLC ("Gearcap") who subsequently became the majority owner of GearCo (Holdings parent). During fiscal 2007, in an exchange with Gearcap, GearCo redeemed $3.8 million of its preferred stock for its assumption of $3,225,000 in existing Gearcap stockholder notes payable ("Stockholder Notes") and a $575,000 note payable to Holdings (the "Gearcap Debt Assumption"). The note payable to Holdings has been eliminated in consolidation. The assumed Stockholder Notes that remain outstanding mature in fiscal 2018. Holdings Consolidated Balance Sheet at July 3, 2010 reflects the reduction of preferred stock and the inclusion of GearCo's outstanding debt assumed in the exchange.

2. SALE OF THE COMPANY

On August 10, 2010, Hanesbrands, Inc. ("Hanesbrands"), a Winston-Salem, N.C. company known for brands such as Hanes®, Champion® and Wonderbra®, signed a definitive merger agreement to purchase the preferred and common stock of GearCo for approximately $55 million in cash plus the assumption of all the Company's debt. The transaction (the "Hanesbrands Transaction") was approved by both companies' boards of directors and by the shareholders of GearCo. Upon closing, GearCo will operate as a wholly-owned subsidiary of Hanesbrands.

The definitive merger agreement contained a number of conditions to be met by GearCo prior to closing. The agreement required GearCo to (among other things) maintain certain operating levels of profitability and cash flows; it restricted capital expenditures and borrowings; it required GearCo via GFSI, Inc. (a wholly-owned subsidiary of Holdings) to renew and retain certain major collegiate and pro sports trademark licenses and renew its Under Armour License; it required GFSI, Inc. to maintain its sales relationships with the Company's two largest customers.

Prior to the signing of the definitive merger agreement, management's plan was to refinance or restructure maturities of its indebtedness due in fiscal years 2011 and 2012, which aggregated approximately $166.6 million. As a result of the signing of the definitive merger agreement on August 10, 2010, management discontinued its efforts to refinance or restructure its existing indebtedness, as such indebtedness pursuant to the terms of the definitive merger agreement, would be assumed by Hanesbrands. Management believed that cash flows from operating activities and borrowings under its

existing revolving bank credit agreement would be adequate to meet short-term and future liquidity requirements prior to the closing of the Hanesbrands Transaction.

On November 1, 2010, Hanesbrands announced that it completed its acquisition of GearCo, Inc. for $55 million and the retirement of approximately $172 million of debt.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND CHANGE IN ACCOUNTING PRINCIPLE

Adoption of Dual Method for Quantifying Errors — In connection with the filing of these consolidated financial statements, the Company adopted the dual method of accounting for the quantification of errors. Prior to the adoption of this accounting principle, the Company had accumulated and quantified errors under the "rollover approach." As a result of the adoption of the dual method, the Company also considered the quantification of errors under the "iron curtain approach." Historically, the Company had a practice of not recording accrual adjustments for payroll and vacation pay at year-end as well as not recording adjustments for credit memos issued subsequent to year-end relating to the previous year's sales. These practices resulted in an understatement of cost of sales and operating expenses in prior fiscal years and an understatement of accrued expenses as of June 27, 2009, as well as an overstatement of revenues in prior fiscal years and an overstatement of accounts receivable as of June 27, 2009. These practices did not have a material effect on the Company's operating results in prior periods and had no effect on its cash flows. In addition, the Company previously presented its preferred stock dividends as a reduction to net income in determining net income available to common shareholders. The accompanying consolidated financial statements reflect the correction of this classification to present preferred stock dividends of $1,293,000 as a component of interest expense. This immaterial correction of an error has been recorded in the accompanying consolidated financial statements as follows:

Consolidated Balance Sheet	Original July 3, 2010	Adjustments	As Adjusted July 3, 2010
Assets			
Current assets:			
Cash and cash equivalents	$ 1,301	$ —	$ 1,301
Accounts receivable, net	36,364	(600)	35,764
Inventories, net	49,546	—	49,546
Prepaid expenses and other current assets	1,178	—	1,178
Deferred income taxes	1,468	632	2,100
Total current assets	89,857	32	89,889
Total non-current assets	18,048	—	18,048
Total assets	$ 107,905	$ 32	$ 107,937
Liabilities and Stockholders' Equity (Deficiency)			
Current liabilities:			
Accounts payable	$ 16,293	$ —	$ 16,293
Accrued interest expense	998	—	998
Accrued expenses	9,684	1,620	11,304
Income taxes payable	455	(234)	221
Current portion of long-term debt	168,288	—	168,288
Total current liabilities	195,718	1,386	197,104
Total non-current liabilities	25,809	—	25,809
Total liabilities	221,527	1,386	222,913
Stockholders' equity (deficiency):			
Additional paid-in capital	1,025	—	1,025
Accumulated deficiency	(114,625)	(1,354)	(115,979)
Treasury stock, at cost	(22)	—	(22)
Total stockholders' equity (deficiency)	(113,622)	(1,354)	(114,976)
Total liabilities and stockholders' equity (deficiency)	$ 107,905	$ 32	$ 107,937

Consolidated Statement of Income	Original July 3, 2010	Adjustments	As Adjusted July 3, 2010
Operating income	$ 26,102	$ —	$ 26,102
Gain on early extinguishment of debt	4,685	—	4,685
Interest expense	(17,748)	(1,293)	(19,041)
Income before income taxes	13,039	(1,293)	11,746
Income tax expense	(5,290)	—	(5,290)
Net income	7,749	(1,293)	6,456
Preferred stock dividends	(1,293)	1,293	—
Net income attributable to common shareholders	$ 6,456	$ —	$ 6,456

Consolidated Statement of Changes in Stockholders' Equity (Deficiency)	Original Accumulated Deficiency	Adjustments	As Adjusted Accumulated Deficiency
Balance, June 27, 2009	$(121,092)	$(1,354)	$(122,446)
Net income	7,749	(1,293)	6,456
Foreign currency translation	11	—	11
Accrued dividends on redeemable preferred stock	(1,293)	1,293	—
Balance, July 3, 2010	$(114,625)	$(1,354)	$(115,979)

Description of Business — GFSI Holdings, Inc. ("Holdings" or the "Company") through its wholly-owned subsidiary, GFSI, Inc. ("GFSI") is a leading designer, manufacturer and marketer of high quality, custom designed sportswear and activewear bearing names, logos and insignia of resorts, corporations, colleges and professional sports organizations.

Principles of Consolidation — The consolidated financial statements include the accounts of the Company, GearCo (its parent), GFSI and its wholly-owned subsidiaries, Event 1, Inc., CC Products, Inc., GFSI Canada Company and GFSI Southwest S de RL de CV. All significant intercompany accounts and transactions have been eliminated.

Fiscal Year — The Company utilizes a 52/53 week fiscal year which ends on the Saturday nearest June 30. The fiscal year ending July 3, 2010 was a 53 week period.

Revenue Recognition — The Company recognizes revenues when goods are shipped, title has passed, the sales price is fixed and collectibility is reasonably assured. Returns, discounts and sales allowance estimates are based on projected sales trends, historical data and other known factors. If actual returns, discounts and sales allowances are not consistent with the historical data used to calculate these estimates, net sales could either be understated or overstated. The Company records revenue net of any applicable sales tax.

The Company recognizes the costs of customer incentive programs and volume rebates as a reduction of net sales. The Company records as revenue the amounts billed to customers for shipping and handling.

Cost of Sales, Selling, General and Administrative Costs — Cost of sales includes the cost of blank garment acquisition, freight, decoration, warehousing, related overhead costs and shipping and handling costs to deliver product to customers.

Selling, general and administrative expenses include sales commissions, license royalties, marketing expenses, salaries, profit sharing, technology, professional services and other similar costs.

Earnings per Share — Earnings per share data has been omitted in the consolidated financial statements because the information is not meaningful.

Cash and Cash Equivalents — The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Accounts Receivable—Accounts receivable consists of amounts due from customers and business partners. The Company maintains an allowance for doubtful accounts to reflect expected credit losses and generally provides for bad debts based on collection history and specific risks identified on a customer-by-customer basis. A considerable amount of judgment is required to assess the ultimate realization of accounts receivable and the credit-worthiness of each customer. Furthermore, these judgments must be continually evaluated and updated. If the historic data used to evaluate credit risk does not reflect future collections, or, if the financial condition of the Company's customers were to deteriorate causing an impairment of their ability to make payments, additional provisions for bad debts may be required in future periods. The provision for bad debt expense was $369,000 in fiscal 2010.

Reserves for Self-insurance—The Company seeks to employ cost effective risk management programs. At times the Company has elected to retain a portion of insurance risk related to workers' compensation claims which are covered under insurance programs with high deductible limits. The Company also actively pursues programs intended to effectively manage the incidence of workplace injuries. Reserves for reported but unpaid losses, as well as incurred but not reported losses, related to the retained risks are calculated based upon loss development factors, as well as other assumptions considered by management, including assumptions provided by other external professionals such as insurance brokers, consultants and carriers. The factors and assumptions used are subject to change based upon historical experience, as well as changes in expected cost trends and other factors.

Inventories—Inventories are carried at the lower of cost or market determined under the First-In, First-Out (FIFO) method. The Company writes down obsolete and unmarketable inventories to their estimated market value based upon, among other things, assumptions about future demand and market conditions. If actual market conditions are less favorable than projected, additional inventory write-downs may be required. The Company also records changes in valuation allowances due to changes in its operating strategy, such as the discontinuances of certain product lines and other merchandising decisions related to changes in demand. It is possible that further changes in required inventory allowances may be necessary in the future as a result of market conditions and competitive pressures. Inventories consist primarily of non-decorated apparel ("blanks").

The following is a summary of inventories at July 3, 2010:
(in thousands)

	July 3, 2010
Undecorated apparel ("blanks") and supplies	$ 46,252
Work in process	460
Finished goods	4,102
	50,814
Markdown allowances	(1,268)
	$ 49,546

Property, Plant and Equipment—Property, plant and equipment are recorded at cost. Major renewals and betterments that extend the life of the asset are capitalized; other repairs and maintenance are expensed when incurred. The Company capitalizes significant costs incurred in the acquisition or development of software for internal use, including the costs of the software, materials and consultants. Costs incurred prior to the final selection of software and employee training costs are charged to expense.

Depreciation and amortization are provided for on the straight-line method over the following estimated useful lives:

Buildings and improvements	40 years
Software	3 years
Furniture and fixtures	5-10 years

Long-Lived Assets— The Company, using its best estimates, reviews for impairment of its long-lived assets and certain identifiable intangible assets whenever events or changes in circumstances indicate that the carrying amount of its assets might not be recoverable.

Deferred Financing Costs—Deferred financing costs are amortized using the straight-line method, which approximates the effective interest method, over the shorter of the terms of the related loans or the period such loans are expected to be outstanding. Amortization of deferred financing costs is included in interest expense.

Advertising and Promotional Costs—All costs related to advertising and promoting the Company's products are included in selling expense in the period incurred. Advertising and promotional expenses totaled $2.0 million for the year ended July 3, 2010.

Income Taxes—The Company accounts for income taxes using the liability method. The liability method provides that deferred tax assets and liabilities are recorded based on the difference between tax basis of assets and liabilities and their carrying amount for financial reporting purposes, as measured by the enacted tax rates which will be in effect when these differences are expected to reverse. Deferred tax assets are assessed for realizability and a valuation allowance is provided when the Company determines it is more likely than not that the asset will not be realized.

The Company recognizes the effect of an uncertain tax position only if it is more likely than not of being sustained on the technical merits of the Company's position. The Company files a consolidated federal tax return and is a party to a tax sharing agreement with its wholly-owned subsidiary, GFSI, Inc.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Risk— The Company operates in one segment. Substantially all of the Company's net sales are derived from sources within the United States of America and substantially all of its assets are located within the United States of America. Sales to two customers represented approximately 28% of consolidated net sales during fiscal 2010.

New Accounting Standards— In January 2010, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2010-06, *Fair Value Measurements and Disclosures.* ASU No. 2010-06 contains guidance related to recurring and nonrecurring fair value measurements. The guidance requires additional disclosures about the different classes of assets and liabilities measured at fair value and the valuation techniques and inputs to be used. This guidance will become effective for the Company's fiscal year ending June 2011. The adoption of ASU No. 2010-06 should not significantly impact the Company's consolidated financial position or results of its operations.

4. PROPERTY, PLANT AND EQUIPMENT
(in thousands)

	July 3, 2010
Land	$ 2,277
Buildings and improvements	21,724
Furniture and fixtures	37,289
	61,290
Less: accumulated depreciation	45,242
	$ 16,048

5. LONG-TERM DEBT AND CREDIT AGREEMENT

The terms of the definitive merger agreement with Hanesbrands, as discussed in note 2, provide for the assumption by Hanesbrands of all the Company's outstanding obligations. Hanesbrands has advised the Company of its intention to repay all of the Company's outstanding debt obligations at closing. Accordingly, the Company's debt due in fiscal 2011 and beyond is presented in the accompanying Consolidated Balance Sheet as a current obligation.

Long-term debt consists of:
(in thousands)

	July 3, 2010
Senior Secured Variable Rate Notes, 10.5% to 11.5%, due June 2011	$ 95,914
Revolving Bank Credit Agreement, variable interest rate, due March 2011	12,108
Senior Secured Payment-In-Kind Notes, floating interest rate, due September 2011	58,598
Stockholder Notes payable, 12%, due 2018	1,500
Other	168
	168,288
Less current portion	168,288
	$ —

In December 2007, GFSI amended its Revolving Bank Credit Agreement ("RBCA") to extend the term of the agreement to March 15, 2011. The RBCA provides for borrowings on a revolving basis at an interest rate based upon LIBOR or prime. The weighted average interest rate in effect at July 3, 2010 was 3.3%. In addition, the RBCA provides for the issuance of letters of credit on behalf of GFSI. As of July 3, 2010, $12.1 million was borrowed and outstanding, approximately $3.5 million was utilized for outstanding commercial and stand-by letters of credit and $40.4 million was available for future borrowings under the RBCA.

The RBCA is secured by substantially all of GFSI's assets and is guaranteed by GFSI's wholly-owned subsidiaries and the Company. Borrowings under the RBCA are subject to certain restrictions and covenants. GFSI is limited with respect to paying dividends, providing loans and distributions (except certain permitted distributions to the Company), the incurrence of certain debt, the incurrence of certain liens, and restricted regarding certain consolidations, mergers and business combinations, asset acquisitions and dispositions. The RBCA requires the Company, among other things, to maintain a minimum of $5 million of borrowing availability, as defined in the agreement. At its most restrictive level, Holdings is required to maintain either a minimum borrowing availability of at least $10 million or to maintain a fixed charge coverage ratio of not less than 1.05 to 1.0, as defined in the agreement. As of July 3, 2010, the Company was in compliance with the restrictions and covenants of the RBCA.

The Senior Secured Variable Rate Notes were issued in December 2005 and are secured by a second lien on all the GFSI's assets. The notes bear interest from 10.5% to 11.5% dependent upon GFSI's ratio of debt to Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA"). At July 3, 2010, the interest rate in effect on the Senior Secured Variable Rate Notes was 10.5%. The notes are guaranteed by GFSI's domestic subsidiaries. The Senior Secured Variable Rate Notes mature on June 1, 2011. The notes contain restrictive covenants that, among other things, limit certain types of equity related payments and distributions, limit the incurrence of certain types of indebtedness and limit certain types of transactions with affiliates. As of July 3, 2010, GFSI was in compliance with all such covenants. In certain circumstances the notes provide for the repayment of the Senior Secured Variable Rate Notes at their par value of up to $4 million per year. During fiscal 2009 the Company redeemed $4 million of the Senior Secured Variable Rate Notes at par under this provision of the indenture. The Senior Secured Variable Rate Notes are redeemable at par value, in whole or in part, at the option of GFSI at anytime after June 1, 2010.

During fiscal 2010 the Company repurchased and cancelled Senior Secured Variable Rate Notes with par value of $13.5 million for $8.7 million in cash and recorded a pre-tax gain of approximately $4.7 million. The Company has provided deferred income taxes of $1.8 million on these gains. The Company financed the transaction with borrowings under the RBCA.

The Senior Secured Payment-In-Kind Notes ("Holdings LIBOR Notes") were issued in December 2005 and bear interest based upon the 3 month LIBOR rate plus 8.25%. At July 3, 2010 the interest rate on the notes was 8.8%. The interest rate resets quarterly on the first day of March, June, September and December. Interest on the notes will be paid in the form of additional notes and not cash. The Holdings LIBOR Notes mature on September 1, 2011 and they are secured by a second lien on the capital stock of GFSI. The Holdings LIBOR Notes contain restrictive covenants that, among other things, limit certain types of equity related payments and distributions, limit the incurrence of certain types of indebtedness and limit certain types of transactions with affiliates. As of July 3, 2010, the Company was in compliance with all such covenants. The Holdings LIBOR Notes are redeemable at par, in whole or in part, at the option of the Company.

The Stockholder Notes were assumed by the Company in fiscal 2007 in connection with the Gearcap Debt Assumption (see note 12). The remaining $1.5 million notes outstanding bear interest at 12% and mature in fiscal 2018.

6. COMMITMENTS AND CONTINGENCIES

In fiscal 2010 the Company expanded its leased distribution facility in Pharr, Texas and its leased decoration facility in nearby Reynosa, Mexico (the "Maquila Project"). The two building leases for the Maquila Project provide for up to 120,000 square feet of warehouse space in Pharr, Texas and 45,000 square feet of decoration and finishing space in Reynosa, Mexico. The leases expire through November 2016 and contain 2 year and 5 year renewal options.

The Company leases 300,000 square feet of warehouse space near its Lenexa, Kansas headquarters. The lease expires in fiscal 2014 and provides for a ten year renewal option.

Rental expense for all operating leases aggregated approximately $1.8 million in fiscal 2010. It is anticipated that short-term and month-to-month leases that expire will be renewed or replaced.

The Company markets products using the Champion® and Under Armour® brand names under license agreements which both expire in fiscal 2016. The Champion® brand is licensed from Hanesbrands, Inc. The licenses generally require royalty payments based upon the sales revenue of the brand. In addition, the Company has numerous other licenses with various collegiate and professional sports organizations, some of which also include guaranteed royalty payments. Royalty expense was $22.7 million in fiscal 2010. The Under Armour® (UA) License was renewed in August 2010 (see note 13) for an additional five years and the following table of future commitments was prepared under the terms of the new agreement.

Future minimum lease and royalty commitments are as follows:

Fiscal Year	Lease	Royalty
2011	$ 1,655	$ 2,227
2012	1,495	6,883
2013	1,495	7,390
2014	1,030	7,948
2015	464	8,462
Thereafter	513	8,661
Total	$ 6,652	$ 41,571

In fiscal 2008 the Company commenced the wind down of GFSI Canada Company ("Canada") and recorded an inventory write-down of $150,000. Canada was administered by the Fletcher Leisure Group, Inc. ("Fletcher"). In fiscal 2010 the Company sued Fletcher for breach of its duties. The Company prevailed in the matter and was awarded a judgment of approximately $450,000. Fletcher has appealed the court's decision and, as a condition of the appeal, posted a bond of $560,000. Management believes that the Company will ultimately prevail and the bond reasonably assures the collectability of the judgment. The judgment is included in accounts receivable at July 3, 2010 in the accompanying Consolidated Balance Sheet.

The Company, in the normal course of business, is threatened with or named as a defendant in various lawsuits. It is not possible to determine the ultimate disposition of these matters, however, management is of the opinion that there are no known claims or known contingent claims that are likely to have a material adverse effect on the results of operations, financial condition, or cash flows of the Company.

7. REDEEMABLE PREFERRED STOCK

The holders of Series A, B and C preferred stock are entitled to annual dividends. The dividend has been accrued annually and the annual payment deferred since 1997. Mandatory redemption of Series A, B and C Preferred Stock at $1,000 per share plus accrued and unpaid dividends is to occur on March 1, 2014.

The Series E 10% Cumulative Preferred stock was issued pursuant to the Gearcap management buyout of the Company (see note 12). Mandatory redemption of Series E Preferred Stock at $1,000 per share plus accrued and unpaid dividends is to occur on September 1, 2017.

Redeemable preferred stock consists of the following:
(in thousands, except share data)

	July 3, 2010
Series A 12% Cumulative Preferred Stock, $0.1 par value 1,259 shares outstanding at July 3, 2010	$ 3,306
Series B 12% Cumulative Preferred Stock, $0.1 par value, 1,445 shares outstanding at July 3, 2010	3,794
Series C 12% Cumulative Preferred Stock, $0.1 par value, 329 shares outstanding at July 3, 2010	893
Series E 10% Cumulative Preferred Stock, $0.1 par value, 8,603 shares outstanding at July 3, 2010	14,498
	$ 22,491

The Company also has 1,144 shares of Series F Senior Preferred Stock outstanding at July 3, 2010 which represents 10.22% of its fully diluted voting shares outstanding. The Series F Senior Preferred Stock does not carry a mandatory redemption value but does have a liquidation preference senior to all existing classes of the Company's preferred and common shares in the event of the sale, liquidation, dissolution or wind-up of the Company.

8. PROFIT SHARING AND 401(K) PLAN

The Company has a defined contribution (401k) plan which includes employee directed contributions with an annual Company matching contribution of 50% on up to 4% of a participant's annual compensation. In addition, the Company may make additional profit sharing contributions at the discretion of the Board of Directors. Participants exercise control over the assets of their account and choose from a broad range of investment alternatives. Contributions made by the Company to the plan totaled $358,000 for fiscal 2010.

9. INCOME TAXES

The provision for income taxes for the year ended July 3, 2010 consists of the following:

(in thousands)	July 3, 2010
Current income tax provision	$ 2,216
Deferred income tax provision	3,074
Total income tax expense	$ 5,290

The income tax provision differs from amounts computed at the statutory federal income tax rate of 34% as follows:

(in thousands)	July 3, 2010
Income tax provision at the statutory rate	$ 3,994
Decreased valuation allowance on state net operating loss carry-forward benefits	(35)
Effect of state income taxes, net of federal benefit	597
Preferred stock dividends	439
Accrual for tax contingencies	249
Other	46
	$ 5,290

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting and income tax purposes. The sources of the differences that give rise to the deferred income tax assets and liabilities as of July 3, 2010 along with the income tax effect of each, were as follows:

(in thousands)	July 3, 2010 Deferred Income Tax	
	Assets	Liabilities
Allowance for doubtful accounts	$ 223	$ —
Property, plant, and equipment	62	—
Accrued expenses	936	—
Other non-current assets and original issue discount	1,370	—
Cancellation of debt income	—	1,827
Net operating loss benefits	58	—
Other	1,427	95
Valuation allowance	(34)	—
Total	$ 4,042	$ 1,922

The Company reviews the recoverability of its deferred tax assets on an annual basis. Realization of the future tax benefits related to deferred tax assets is dependent on many factors and estimates, including the Company's ability to generate taxable income in future periods. Deferred tax assets are reduced by a valuation allowance when, in the opinion of the Company, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company has provided a valuation allowance for certain state tax net operating loss carry-forward benefits of $34,000 at July 3, 2010.

In the normal course of business, the Company provides for uncertain tax positions and related interest and penalties and adjusts its uncertain tax benefits and related interest and penalties accordingly. The Company classifies interest and penalties on uncertain tax benefits as income tax expense. Uncertain tax benefits and interest and penalties increased by $300,000 in fiscal 2010.

During the next 12 months, the Company believes that it is reasonably possible that its uncertain tax benefits, penalties and interest could be reduced by $400,000 because of tax settlement negotiations, tax positions sustained upon audit, or statute of limitations expirations.

The Company is subject to income tax examination of its U.S. federal, state and local income taxes for its fiscal years 2007 through 2009 and for foreign income taxes for its years 2004 through 2009.

A reconciliation of unrecognized tax benefit as of July 3, 2010, is presented below:

(in thousands)	July 3, 2010
Unrecognized tax benefit — at June 28, 2009	$ 3,086
Gross decrease — tax positions in prior periods	—
Gross increase — in current period tax positions	564
Settlements	(271)
Unrecognized tax benefit — at July 3, 2010	$ 3,379

The total amount of unrecognized tax benefits ($3,379) is classified in the accompanying consolidated financial statements as Other Long-Term Obligations ($3,318) and Current Taxes Payable ($61). Any settlement of those unrecognized tax benefits will affect the effective tax rate of the Company.

10. DISCLOSURES ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The following table presents the carrying amounts and estimated fair values of the Company's financial instruments at July 3, 2010:

	July 3, 2010	
	Carrying Amount	Fair Value
Assets and liabilities:		
Cash and cash equivalents	$ 1,301	$ 1,301
Accounts receivable	35,764	35,764
Accounts payable	16,293	16,293
Long-term debt, including current maturities	168,288	159,258

The carrying amounts shown in the table are included in the consolidated balance sheet under the indicated captions.

The following methods and assumptions were used to estimate the fair value of each class of financial instrument at July 3, 2010.

Cash and cash equivalents — The carrying amount reported on the balance sheet represents the fair value of cash and cash equivalents.

Accounts receivable — The carrying amount of accounts receivable approximates fair value because of the short-term nature of the financial instruments.

Accounts payable — The carrying amount of accounts payable approximates fair value because of the short-term nature of the financial instruments.

Long-term debt — Current market values, if available, are used to determine fair values of debt issues with fixed rates. The carrying value of floating rate debt is a reasonable estimate of its fair value because of the short-term nature of its pricing. Trading activity in the Senior Secured Variable Rate Notes and the Senior Secured Payment-In-Kind Notes is done privately by certain market makers; there is not an established public market for the Company's notes. Fair value estimates for these securities were obtained from a private source that brokers the infrequent trading activity in these securities. At July 3, 2010, the estimated market prices and fair values of the Senior Secured Variable Rate Notes and the Senior Secured Payment-In-Kind Notes were 94.5/100 and 95/100, respectively.

There is no market price for the Company's preferred stock. A reasonable estimate of fair value could not be made without incurring excessive costs. Additional information pertinent to the value of the redeemable preferred stock is presented in note 7.

Fair value estimates are made at a specific point in time, based on relevant market information and information about the financial instruments. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and therefore cannot be determined with precision.

11. STOCK OPTIONS

The Board of Directors' grant stock options to certain officers on a discretionary basis. The grants are in the combined form of Class A common and Class A preferred shares. The grant price of the option is generally determined by a formula which places a nominal value on the Class A common share and a par plus accrued and unpaid dividend value on the Class A preferred shares. The Company's stock is not publicly traded and has no quoted per share value. Options generally vest over five years with a contractual maturity of ten years. All options granted were vested at July 3, 2010.

The Company recognizes compensation expense for the difference between the exercise price and the formula value on a straight-line basis over the requisite service period of the award. The Company recognized a compensation benefit for options of $89,000 in fiscal 2010. Total accrued compensation for stock options was $127,000 at July 3, 2010.

The following table summarizes all stock option activity as of July 3, 2010:

	Number of Shares	Weighted-Average Exercise Price	Number of Shares	Weighted-Average Exercise Price
Options outstanding at beginning of the year	125.0	$100	221.7	$1,275
Granted	—	—	—	
Exercised	—	—	—	
Forfeited or cancelled	40.0	100	71.0	967
Options outstanding at end of the year	85.0	100	150.7	1,420
Options exercisable at end of year	85.0	100	150.7	1,420
Weighted-average remaining contractual life	2.2 years		2.2 years	

As a result of the acquisition of the Company by Hanesbrands on November 1, 2010, all stock options were settled for approximately $390,000, net of the stock options' exercise price.

12. RELATED PARTY TRANSACTIONS

In fiscal 2004, Company management formed a Delaware limited liability company named Gearcap LLC ("Gearcap") which subsequently became the majority owner of GearCo (Holdings parent). During fiscal 2007, in an exchange with Gearcap (the "Gearcap/GearCo Exchange"), GearCo redeemed $3.8 million of its preferred stock for its assumption of $3.2 million in existing Gearcap stockholder notes payable ("Stockholder Notes") and a $575,000 note payable to Holdings. The note payable to Holdings has been eliminated in consolidation. In fiscal 2007, Gearcap assigned its interest in a management agreement to GearCo as part of the Gearcap/GearCo Exchange. Certain former Gearcap employees (each one a director and officer of the Company) became employed by GearCo. Expenses incurred under the management agreement totaled $690,000 in fiscal 2010.

The Company is dependent on distributions from GFSI, as permitted by GFSI's debt agreements, to enable the Company to pay corporate income taxes, pursuant to a tax sharing agreement, interest and principal on the Senior Discount Notes, the Holdings LIBOR Notes, and the GearCo Stockholder Notes, fees payable under management agreements, mandatory redemptions of preferred stock and certain other ordinary course expenses. GFSI distributed $2.0 million in fiscal 2010. In fiscal 2010, $1.2 million was distributed to repay the 11.375% Senior Discount Notes (Discount Notes) in September 2009. The distributions were used to pay interest on the Discount Notes, interest and principal on the Stockholder Notes and to pay professional fees incurred on behalf of the Company.

13. SUBSEQUENT EVENTS

On August 9, 2010, GFSI, Inc. renewed its exclusive license with Under Armour, Inc. (the "UA License") to sell decorated products in the collegiate, golf, resort and military channels through December 31, 2015. The renewal had the effect of increasing the annual minimum royalties to be paid to Under Armour, Inc. and allowed GFSI, Inc. access to the high school bookstore market. The renewal increased certain royalty rates by consumer-defined distributions channels and increased the amounts required to be spent annually by GFSI, Inc. on Under Armour, Inc. promotional activities.

On August 9, 2010, as provided for in the UA License, Under Armour, Inc. consented to the acquisition of GearCo by Hanesbrands. In exchange for the consent, Hanesbrands, GFSI, Inc. and Under Armour, Inc. agreed, among other things, that Under Armour, Inc. would have the option to terminate the UA License on December 31, 2013 with two years advance notice to the Company.

Exhibit 99.5

GFSI HOLDINGS, INC. AND SUBSIDIARIES
Quarterly Report

As of October 2, 2010

INDEX

GFSI HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	October 2, 2010 (UNAUDITED)	July 3, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,501	$ 1,301
Accounts receivable, net of allowance for doubtful accounts of $571 and $572 at October 2, 2010 and July 3, 2010	51,557	35,764
Inventories, net	46,254	49,546
Prepaid expenses and other current assets	1,145	1,178
Deferred income taxes	2,148	2,100
Total current assets	102,605	89,889
Deferred income taxes	—	20
Property, plant and equipment, net of accumulated depreciation of $46,046 and $45,242 at October 2, 2010 and July 3, 2010	16,032	16,048
Other assets:		
Deferred financing costs, net	1,163	1,544
Other	445	436
	1,608	1,980
Total assets	$ 120,245	$ 107,937
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)		
Current liabilities:		
Accounts payable	$ 18,862	$ 16,293
Accrued interest expense	3,274	998
Accrued expenses	15,116	11,304
Accrued taxes payable	2,534	221
Current portion of long-term debt	164,992	168,288
Total current liabilities	204,778	197,104
Deferred income taxes, noncurrent	81	—
Other long-term obligations	3,443	3,318
Redeemable preferred stock	22,770	22,491
Total liabilities	231,072	222,913
Stockholders' equity (deficiency):		
Series A Common Stock, $.01 par value, 1,000 shares authorized, 1,000 shares issued at October 2, 2010 and July 3, 2010	—	—
Series B Common Stock, $.01 par value, 1,000 shares authorized, 1,000 shares issued at October 2, 2010 and July 3, 2010	—	—
Series C Common Stock, $.01 par value, 17,000 shares authorized, 8,250 shares issued at October 2, 2010 and July 3, 2010	—	—
Series F Preferred Stock, no par value, 1,157 shares authorized, 1,144 shares issued at October 2, 2010 and July 3, 2010	—	—
Additional paid-in capital	1,025	1,025
Accumulated deficiency	(111,830)	(115,979)
Treasury Stock, at cost (290 Series A shares at October 2, 2010 and July 3, 2010)	(22)	(22)
Total stockholders' equity (deficiency)	(110,827)	(114,976)
Total liabilities and stockholders' equity (deficiency)	$ 120,245	$ 107,937

See notes to consolidated financial statements.

GFSI HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(UNAUDITED) (In thousands)

	Quarter Ended	
	October 2, 2010	September 26, 2009
Net sales	$ 80,052	$ 70,037
Cost of sales	47,197	41,165
Gross profit	32,855	28,872
Operating expenses:		
Selling	14,616	12,440
General and administrative	6,688	5,942
	21,304	18,382
Operating income	11,551	10,490
Other income (expense):		
Gain on early extinguishment of debt	—	3,554
Interest expense	(4,447)	(4,868)
	(4,447)	(1,314)
Income before income taxes	7,104	9,176
Income tax expense	2,965	4,133
Net income	$ 4,139	$ 5,043

See notes to consolidated financial statements.

GFSI HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED) (In thousands)

	Quarter Ended	
	October 2, 2010	September 26, 2009
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 4,139	$ 5,043
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	828	837
Amortization of deferred financing costs	382	385
Gain on early extinguishment of debt	—	(3,554)
Deferred income taxes and other	178	1,717
Preferred stock dividends	279	310
Accretion of discount on long-term debt	1,211	1,126
Changes in operating assets and liabilities:		
Accounts receivable, net	(15,793)	(15,396)
Inventories, net	3,292	8,456
Prepaid expenses, other current assets and other assets	24	8
Income taxes payable	2,313	2,362
Accounts payable and accrued expenses	8,657	3,465
Net cash provided by operating activities	5,510	4,759
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(812)	(539)
Net cash used in investing activities	(812)	(539)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net change in short term borrowings and revolving credit agreement	(4,485)	3,928
Payments on long-term debt	(22)	(1,791)
Repurchase of Company bonds	—	(5,492)
Cash paid for financing costs	(1)	(91)
Net cash used in financing activities	(4,508)	(3,446)
Effect of foreign exchange rate changes on cash	10	2
Net increase in cash and cash equivalents	200	776
Cash and cash equivalents at beginning of period	1,301	701
Cash and cash equivalents at end of period	$ 1,501	$ 1,477
Supplemental cash flow information:		
Interest paid	$ 298	$ 490
Income taxes paid	$ 468	$ 62

See notes to consolidated financial statements.

GFSI HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
October 2, 2010

1. Basis of Presentation

In fiscal 2007, GearCo, Inc. ("GearCo") was formed to acquire GFSI Holdings, Inc. (the "Company" or "Holdings"). On December 30, 2006 GearCo acquired substantially all of the common and preferred stock of Holdings in a tax-free exchange. Following the transaction, Holdings became a wholly-owned subsidiary of GearCo.

The accompanying unaudited consolidated financial statements of GFSI Holdings, Inc. include the accounts of the Company and the accounts of GearCo (its parent) and its wholly-owned subsidiaries, GFSI, Inc. ("GFSI"), Event 1, Inc. ("Event 1"), CC Products, Inc. ("CCP"), GFSI Canada Company and GFSI Southwest S De RL De CV. All inter-company balances and transactions have been eliminated. The unaudited consolidated financial statements have been prepared in accordance with the instructions to Rule 10-01 of Regulation S-X for interim financial information. All normal recurring adjustments considered necessary for a fair presentation have been included. Certain disclosures normally included in annual consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles have been omitted. These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes as of and for the year ended July 3, 2010 included as an Exhibit to this registration statement.

Earnings per share data has been omitted in the unaudited interim consolidated financial statements because the information is not meaningful.

The preparation of the unaudited interim consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities at the date of the unaudited interim consolidated financial statements. These estimates are inherently subject to judgment and actual results could differ.

2. Sale of the Company

On August 10, 2010, Hanesbrands, Inc. ("Hanesbrands"), a Winston-Salem, N.C. company known for brands such as Hanes®, Champion® and Wonderbra®, signed a definitive merger agreement to purchase the preferred and common stock of GearCo for approximately $55 million in cash plus the assumption of all the Company's debt. The transaction (the "Hanesbrands Transaction") was approved by both companies' boards of directors and by the shareholders of GearCo. Upon closing, GearCo will operate as a wholly-owned subsidiary of Hanesbrands.

The definitive merger agreement contained a number of conditions to be met by GearCo prior to closing. The agreement required GearCo to (among other things) maintain certain operating levels of profitability and cash flows; it restricted capital expenditures and borrowings; it required GearCo via GFSI, Inc. (a wholly-owned subsidiary of Holdings) to renew and retain certain major collegiate and pro sports trademark licenses and renew its Under Armour License; it required GFSI, Inc. to maintain its sales relationships with the Company's two largest customers.

Prior to the signing of the definitive merger agreement, management's plan was to refinance or restructure maturities of its indebtedness due in fiscal years 2011 and 2012, which aggregated approximately $166.6 million. As a result of the signing of the definitive merger agreement on August 10, 2010, management discontinued its efforts to refinance or restructure its existing indebtedness, as such indebtedness pursuant to the terms of the definitive merger agreement, would be assumed by Hanesbrands. Management believed that cash flows from operating activities and borrowings under its existing revolving bank credit agreement would be adequate to meet short-term and future liquidity requirements prior to the closing of the Hanesbrands Transaction.

On November 1, 2010, Hanesbrands announced that it completed its acquisition of GearCo, Inc. for $55 million and the retirement of approximately $172 million of debt.

3. Commitments and Contingencies

In fiscal 2008 the Company commenced the wind down of GFSI Canada Company ("Canada") and recorded an inventory write-down of $150,000. Canada was administered by the Fletcher Leisure Group, Inc. (Fletcher"). In fiscal 2010 the Company sued Fletcher for breach of its duties. The Company prevailed in the matter and was awarded a judgment of approximately $450,000. Fletcher has appealed the court's decision and as a conditions of the appeal, posted a bond of $560,000. Management believes that the Company will ultimately prevail and the bond reasonably assures the collectability of the judgment. The judgment is included in accounts receivable at October 2, 2010 and July 3, 2010 in the accompanying consolidated balance sheets.

The Company, in the normal course of business, may be threatened with or named as a defendant in various lawsuits. It is not possible to determine the ultimate disposition of these matters, however, management is of the opinion that there are no known claims or known contingent claims that are likely to have a material adverse effect on the results of operations, financial condition, or cash flows of the Company.

4. Inventories:

The following is a summary of inventories at October 2, 2010 and July 3, 2010:

(in thousands)	October 2, 2010 (unaudited)	July 3, 2010
Undecorated apparel ("blanks") and supplies	$ 43,355	$ 46,252
Work in process	397	460
Finished goods	4,657	4,102
	48,409	50,814
Allowance for markdowns	(2,155)	(1,268)
Total	$ 46,254	$ 49,546

5. Related Party Transactions

GFSI declared and paid $90,000 and $1.8 million in distributions to the Company during the first quarters of fiscal 2011 and fiscal 2010, respectively. The distribution in fiscal 2011 enabled the Company to pay interest on the Stockholder notes. The distribution in fiscal 2010 enabled the Company to retire the remaining principal outstanding on both its 11.375% Notes and the Wolff Note and to pay interest on its 11.375% Notes . The Company is dependent upon GFSI to provide funding to service its debt.

6. Long-term Debt

The terms of the definitive merger agreement with Hanesbrands, as discussed in note 2, provide for the assumption by Hanesbrands of all the Company's outstanding obligations. Hanesbrands has advised the Company of its intention to repay all of the Company's outstanding obligations at closing. Accordingly, the Company's debt due in fiscal 2011 and beyond is presented in the accompanying Consolidated Balance Sheets as a current obligation.

Long-term debt consists of:
(in thousands)

	October 2, 2010	July 3, 2010
Senior Secured Variable Rate Notes, 10.5% to 11.5%, due June 2011	$ 95,914	$ 95,914
Revolving Bank Credit Agreement, variable interest rate, due March 2011	7,623	12,108
Senior Secured Payment-In-Kind Notes, floating interest rate, due September 2011	59,810	58,598
Stockholder Notes payable, 12%, due 2018	1,500	1,500
Other	145	168
	164,992	168,288
Less current portion	164,992	168,288
	$ —	$ —

The Revolving Bank Credit Agreement ("RBCA") provides for borrowings on a revolving basis at an interest rate based upon LIBOR or prime. The weighted average interest rate in effect at October 2, 2010 was 3.6%. In addition, the RBCA provides for the issuance of letters of credit on behalf of GFSI. As of October 2, 2010, $7.6 million was borrowed and outstanding, approximately $1.3 million was utilized for outstanding commercial and stand-by letters of credit and $45.8 million was available for future borrowings under the RBCA.

In August 2009 the Company repurchased and cancelled Senior Secured Variable Rate Notes with a par value of $9.2 million for $5.5 million in cash and recorded a pre-tax gain of approximately $3.6 million. The Company financed the transaction with borrowings under its RBCA. The Company recorded deferred income tax expense on the gain.

The fair value of long-term debt is not materially different than its carrying amount at October 2, 2010 and the long-term debt was retired at carrying value upon Hanesbrands' acquisition of the Company on November 1, 2010.