



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

Amendment No. 1  
To  
**Form S-4**  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933  
**HANESBRANDS INC.\***

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

**Maryland**  
*(State or other jurisdiction of  
incorporation or organization)*

**5600**  
*(Primary Standard Industrial  
Classification Code Number)*

**20-3552316**  
*(I.R.S. Employer  
Identification Number)*

**1000 East Hanes Mill Road  
Winston-Salem, North Carolina 27105  
(336) 519-4400**

*(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)*

**Joia M. Johnson, Esq.  
Executive Vice President,  
General Counsel and Corporate Secretary  
Hanesbrands Inc.  
1000 East Hanes Mill Road  
Winston-Salem, North Carolina 27105  
(336) 519-4400**

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

*Copies to:*

**Gerald T. Nowak, Esq.  
Kirkland & Ellis LLP  
200 E. Randolph Drive  
Chicago, Illinois 60601  
(312) 861-2000**

\*The Co-Registrants listed on the next page are also included in this Form S-4 Registration Statement as additional Registrants.

**Approximate date of commencement of proposed sale of the securities to the public:** Upon consummation of the exchange offer described herein.

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.

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.

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.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant 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 the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

<u>Exact Name of Additional Registrant*</u>	<u>Jurisdiction of Formation</u>	<u>I.R.S. Employer Identification No.</u>
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
National Textiles, L.L.C.	Delaware	56-2051054
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

\* The address for each of the additional Registrants is c/o Hanesbrands Inc., 1000 East Hanes Mill Road, Winston-Salem, NC 27105, telephone: (336) 519-4400. 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., Executive Vice President, General Counsel and Corporate Secretary of Hanesbrands Inc., 1000 East Hanes Mill Road, Winston-Salem, North Carolina 27105, telephone (336) 519-4400.

**Explanatory Note**

This Amendment No. 1 to Form S-4 is being filed solely to add additional exhibits and to modify certain undertakings included in Item 22 hereto.

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**PART II**  
**INFORMATION NOT REQUIRED IN THE PROSPECTUS**

**Item 20. Indemnification of Directors and Officers**

***Maryland***

Registrant Hanesbrands Inc. is a Maryland corporation. Section 2-405.2 of 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 MGCL.

Section 2-418(d) of 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. 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 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 bylaws obligate us, to the maximum extent permitted by 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 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 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 Exchange Act.

**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., National Textiles, L.L.C., Playtex Dorado, LLC, Playtex Industries, Inc., Seamless Textiles, LLC, UPCR, Inc. and UPEL, 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, or 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, National Textiles, L.L.C., 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. and UPEL, 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. and UPEL, 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 manager, director, officer, employee or agent of the company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a manager, director, officer, employee or agent of the company.

Notwithstanding the Limited Liability Company Agreement, the company may not indemnify a director under the Colorado Limited Liability Company Act: (a) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or (b) in connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged liable on the basis that the director derived an improper personal benefit.

### **Item 21. Exhibits and Financial Statement Schedules**

#### (a) Exhibits

The documents listed in the Index to Exhibits are filed as part of this Registration Statement.

#### (b) Financial Statement Schedule

The financial statement schedule listed in the Index to Combined and Consolidated Financial Statements is filed as part of this Registration Statement.

### **Item 22. Undertakings**

#### (a) Each of the undersigned registrants hereby undertakes:

(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 in the registration statement. Notwithstanding the foregoing, any increase or decrease in 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) (§ 230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than a 20% 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 registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant 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 registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 (§230.424 of this chapter);

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant 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 the 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 registrant to the purchaser.

(5) That, for purposes of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(b) 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 registrant of expenses incurred or paid by a director, officer or controlling person of such registrant 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, such 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.

(c) 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.

(d) 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 Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HANESBRANDS INC.

/s/ Richard A. Noll  
Richard A. Noll  
Chief Executive Officer

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
/s/ Lee A. Chaden _____ Lee A. Chaden	Executive Chairman and Director	May 7, 2007
/s/ Richard A. Noll _____ Richard A. Noll	Chief Executive Officer and Director (principal executive officer)	May 7, 2007
/s/ E. Lee Wyatt Jr. _____ E. Lee Wyatt Jr.	Executive Vice President, Chief Financial Officer (principal financial officer)	May 7, 2007
/s/ Dale W. Boyles _____ Dale W. Boyles	Vice President, Chief Accounting Officer and Controller (principal accounting officer)	May 7, 2007
* _____ Harry A. Cockrell	Director	
* _____ Charles W. Coker	Director	
* _____ Bobby J. Griffin	Director	
* _____ James C. Johnson	Director	
* _____ Jessica T. Mathews	Director	
* _____ J. Patrick Mulcahy	Director	
* _____ Alice M. Peterson	Director	
* _____ Andrew J. Schindler	Director	
*By: /s/ Joia M. Johnson _____ Attorney-in-fact		May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, BA International, L.L.C. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

BA INTERNATIONAL, L.L.C.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Manager (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Caribesock, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

CARIBESOCK, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<hr/> /s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<hr/> /s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<hr/> /s/ Catherine A. Meeker Catherine A. Meeker	Director	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Caribetex, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

CARIBETEX, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Director	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, CASA International, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

CASA INTERNATIONAL, LLC

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Manager (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Ceibena Del, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

CEIBENA DEL, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Director	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Hanes Menswear, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HANES MENSWEAR, LLC

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<hr/> /s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	May 7, 2007
<hr/> /s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<hr/> /s/ Catherine A. Meeker Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Hanes Puerto Rico, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HANES PUERTO RICO, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Director	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Hanesbrands Direct, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HANESBRANDS DIRECT, LLC

/s/ Michael O. Ernst  
Michael O. Ernst  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Michael O. Ernst</u> Michael O. Ernst	President (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	Manager	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Hanesbrands Distribution, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HANESBRANDS DISTRIBUTION, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Director	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, HBI Branded Apparel Enterprises, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HBI BRANDED APPAREL ENTERPRISES, LLC

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Manager (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, HBI Branded Apparel Limited, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HBI BRANDED APPAREL LIMITED, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<hr/> /s/ Joia M. Johnson Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<hr/> /s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<hr/> /s/ Catherine A. Meeker Catherine A. Meeker	Director	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, HBI International, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HBI INTERNATIONAL, LLC

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<hr/> /s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	May 7, 2007
<hr/> /s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<hr/> /s/ Catherine A. Meeker Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, HBI Sourcing, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

HBI SOURCING, LLC

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<hr/> /s/ Joia M. Johnson Joia M. Johnson	President (principal executive officer)	May 7, 2007
<hr/> /s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<hr/> /s/ Joia M. Johnson Hanesbrands Inc., as sole member of HBI Sourcing, LLC By: Joia M. Johnson, Executive Vice President, General Counsel and Corporate Secretary		May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Inner Self, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

INNER SELF, LLC

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Jasper-Costa Rica, L.L.C. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

JASPER-COSTA RICA, L.L.C.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Industria Textileras del Este, S. de R.L., as sole member By: Catherine A. Meeker Fourth Manager		May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, National Textiles, L.L.C. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

NATIONAL TEXTILES, L.L.C.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Manager (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Manager	May 7, 2007
<u>/s/ Grady L. Crosby</u> Grady L. Crosby	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Playtex Dorado, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

PLAYTEX DORADO, LLC

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<hr/> /s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	May 7, 2007
<hr/> /s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<hr/> /s/ Catherine A. Meeker Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Playtex Industries, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

PLAYTEX INDUSTRIES, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Director	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, Seamless Textiles, LLC has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

SEAMLESS TEXTILES, LLC

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<hr/> /s/ Joia M. Johnson Joia M. Johnson	President and Manager (principal executive officer)	May 7, 2007
<hr/> /s/ Dale W. Boyles Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<hr/> /s/ Catherine A. Meeker Catherine A. Meeker	Manager	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, UPCR, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

UPCR, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Director	May 7, 2007

**SIGNATURES**

Pursuant to the requirements of the Securities Act, UPEL, Inc. has duly caused this Amendment No. 1 to Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Winston-Salem, State of North Carolina on May 7, 2007.

UPEL, INC.

/s/ Joia M. Johnson  
Joia M. Johnson  
President

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:

<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<u>/s/ Joia M. Johnson</u> Joia M. Johnson	President and Director (principal executive officer)	May 7, 2007
<u>/s/ Dale W. Boyles</u> Dale W. Boyles	Vice President and Controller (principal financial officer and principal accounting officer)	May 7, 2007
<u>/s/ Catherine A. Meeker</u> Catherine A. Meeker	Director	May 7, 2007

## INDEX TO EXHIBITS

References in this Index to Exhibits to the "Registrant" are to Hanesbrands Inc.

<u>Exhibit Number</u>	<u>Description</u>
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 3.3 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).
3.4	Certificate of Formation of BA International, L.L.C.**
3.5	Limited Liability Company Agreement of BA International, L.L.C.**
3.6	Certificate of Incorporation of Caribesock, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent.**
3.7	Bylaws of Caribesock, Inc.**
3.8	Certificate of Incorporation of Caribetex, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent.**
3.9	Bylaws of Caribetex, Inc.**
3.10	Certificate of Formation of CASA International, LLC.**
3.11	Limited Liability Company Agreement of CASA International, LLC.**
3.12	Certificate of Incorporation of Ceibena Del, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent.**
3.13	Bylaws of Ceibena Del, Inc.**
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.**
3.15	Limited Liability Company Agreement of Hanes Menswear, LLC.**
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.).**
3.17	Bylaws of Hanes Puerto Rico, Inc.**
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.**
3.19	Limited Liability Company Agreement of Sara Lee Direct, LLC (now known as Hanesbrands Direct, LLC).**
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.**
3.21	Bylaws of Sara Lee Distribution, Inc. (now known as Hanesbrands Distribution, Inc.).**
3.22	Certificate of Formation of HBI Branded Apparel Enterprises, LLC.**
3.23	Operating Agreement of HBI Branded Apparel Enterprises, LLC.**
3.24	Certificate of Incorporation of HBI Branded Apparel Limited, Inc.**
3.25	Bylaws of HBI Branded Apparel Limited, Inc.**
3.26	Certificate of Formation of Hbi International, LLC.**
3.27	Limited Liability Company Agreement of Hbi International, LLC.**
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.**

<u>Exhibit Number</u>	<u>Description</u>
3.29	Limited Liability Company Agreement of SL Sourcing, LLC (now known as HBI Sourcing, LLC).**
3.30	Certificate of Formation of Inner Self, LLC.**
3.31	Limited Liability Company Agreement of Inner Self, LLC.**
3.32	Certificate of Formation of Jasper-Costa Rica, L.L.C.**
3.33	Amended and Restated Limited Liability Company Agreement of Jasper-Costa Rica, L.L.C.**
3.34	Certificate of Formation of United States Knitting, L.L.C., together with Certificate of Amendment reflecting the change of the entity's name to National Textiles, L.L.C. and subsequent Certificate of Amendment.**
3.35	Amended and Restated Limited Liability Company Agreement of National Textiles, L.L.C.
3.36	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.**
3.37	Amended and Restated Limited Liability Company Agreement of Playtex Dorado, LLC.**
3.38	Certificate of Incorporation of Playtex Industries, Inc.**
3.39	Bylaws of Playtex Industries, Inc.**
3.40	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.**
3.41	Limited Liability Company Agreement of Seamless Textiles, LLC.**
3.42	Certificate of Incorporation of UPCR, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent.**
3.43	Bylaws of UPCR, Inc.**
3.44	Certificate of Incorporation of UPEL, Inc., together with Certificate of Change of Location of Registered Office and Registered Agent.**
3.45	Bylaws of UPEL, Inc.**
4.1	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).
4.2	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).
4.3	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 4.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 15, 2006).
4.4	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 4.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 20, 2006).
4.5	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).
5.1	Opinion of Kirkland & Ellis LLP regarding the validity of certain securities offered hereby.
5.2	Opinion of Hogan & Hartson LLP regarding the validity of certain securities offered hereby.
10.1	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 September 5, 2006).*

Exhibit Number	Description
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 Non-Employee Director Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan of 2006 (incorporated by reference from Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.5	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).*
10.6	Hanesbrands Inc. Retirement Savings Plan (incorporated by reference from Exhibit 10.5 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.7	Hanesbrands Inc. Supplemental Employee Retirement Plan (incorporated by reference from Exhibit 10.6 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.8	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).*
10.9	Hanesbrands Inc. Executive Deferred Compensation Plan (incorporated by reference from Exhibit 10.8 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.10	Hanesbrands Inc. Executive Life Insurance Plan (incorporated by reference from Exhibit 10.9 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 Long-Term Disability Plan (incorporated by reference from Exhibit 10.10 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.12	Hanesbrands Inc. Employee Stock Purchase Plan of 2006 (incorporated by reference from Exhibit 10.11 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.13	Hanesbrands Inc. Non-Employee Director Deferred Compensation Plan (incorporated by reference from Exhibit 10.12 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.14	Severance/Change in Control Agreement dated September 1, 2006 between the Registrant and Richard A. Noll (incorporated by reference from Exhibit 10.13 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.15	Severance/Change in Control Agreement dated September 1, 2006 between the Registrant and Joan P. McReynolds (incorporated by reference from Exhibit 10.14 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.16	Severance/Change in Control Agreement dated September 1, 2006 between the Registrant and Kevin D. Hall (incorporated by reference from Exhibit 10.15 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.17	Severance/Change in Control Agreement dated September 1, 2006 between the Registrant and Michael Flatow (incorporated by reference from Exhibit 10.16 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*

Exhibit Number	Description
10.18	Severance/Change in Control Agreement dated September 1, 2006 between the Registrant and Gerald W. Evans Jr. (incorporated by reference from Exhibit 10.17 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.19	Severance/Change in Control Agreement dated September 1, 2006 between the Registrant and E. Lee Wyatt Jr. (incorporated by reference from Exhibit 10.18 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).
10.20	Severance/Change in Control Agreement dated September 1, 2006 between the Registrant and Lee A. Chaden (incorporated by reference from Exhibit 10.19 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.21	Severance/Change in Control Agreement dated September 1, 2006 between the Registrant and Kevin W. Oliver (incorporated by reference from Exhibit 10.20 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).*
10.22	Severance/Change in Control Agreement dated March 5, 2007 between the Registrant and Joia M. Johnson. *, **
10.23	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).
10.24	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).
10.25	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).
10.26	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).
10.27	Real Estate Matters Agreement 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).
10.28	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).
10.29	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).
10.30	First Lien Credit Agreement dated September 5, 2006 (the "Senior Secured Credit Facility") between the Registrant and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as co-syndication agents and the joint lead arrangers and joint bookrunners, Citicorp USA, Inc. as administrative agent and Citibank, N.A. as collateral agent (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).†
10.31	First Amendment dated February 22, 2007 among Hanesbrands Inc. and the Lenders (as that term is defined in the Senior Secured Credit Facility) to the 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).
10.32	Second Lien Credit Agreement dated September 5, 2006 between HBI Branded Apparel Limited, Inc., and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as co-syndication agents and the joint lead arrangers and joint bookrunners, Citicorp USA, Inc. as administrative agent and Citibank, N.A. as collateral agent (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).†

Exhibit Number	Description
10.33	Bridge Loan Agreement dated September 5, 2006 between the Registrant, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as co-syndication agents and the joint lead arrangers and joint bookrunners and Morgan Stanley Senior Funding, Inc. as administrative agent (incorporated by reference from Exhibit 10.30 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on September 28, 2006).†
12.1	Ratio of Earnings to Fixed Charges.**
21.1	Subsidiaries of the Registrant.**
23.1	Consent of PricewaterhouseCoopers LLP.**
23.2	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1).
23.3	Consent of Hogan & Hartson LLP (included in Exhibit 5.2).
24.1	Powers of Attorney (included on the signature pages hereto).**
25.1	Statement of eligibility of trustee on Form T-1 of Branch Banking & Trust Company, as trustee.**
99.1	Form of Letter of Transmittal.**
99.2	Form of Tender Instructions.**
99.3	Form of Notice of Guaranteed Delivery.**

\* Agreement relates to executive compensation.

\*\* Previously filed.

† Portions of this exhibit were redacted pursuant to confidential treatment request filed with the Secretary of the Securities and Exchange Commission pursuant to Rule 406 under the Securities Act of 1933, as amended.

**FOURTH AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NATIONAL TEXTILES, L.L.C.**

FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of National Textiles, L.L.C. (the "Company") dated as of the 4th day of May, 2007, by Hanesbrands Inc., a Maryland corporation, as the sole member of the Company (the "Member").

**RECITAL**

The Company was formed as United States Knitting, L.L.C. on September 12, 1997. On December 9, 1997, the name of the Company was changed to National Textiles, L.L.C. On December 22, 1997, the sole member of the Company at such time adopted the Limited Liability Company Agreement of the Company (the "Original Agreement"). The Original Agreement was amended and restated as of December 26, 1997 and May 14, 2003, was further amended on April 30, 2005 and was amended and restated on September 1, 2006 (the Original Agreement, as amended through the date hereof, is referred to as the "Existing Agreement"). As of December 28, 2006, the two members of the Company were the Member and NT Investment Company, Inc. On December 28, 2006, NT Investment Company, Inc. was merged with and into the Company, and as a result the Company become a wholly owned direct subsidiary of the Member. The Member desires to enter into this Agreement, in accordance with the provisions of the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the "Act"), to amend and restate the Existing Agreement and to govern the affairs of the Company and the conduct of its business.

**ARTICLE I**

The Limited Liability Company

1.1 Formation. The Company was previously formed as a limited liability company pursuant to the provisions of the Act. A certificate of formation for the Company as described in Section 18-201 of the Act (the "Certificate of Formation") has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act.

1.2 Name. The name of the Company is "National Textiles, LLC" and its business shall be carried on in such name with such variations and changes as the Board (as hereinafter defined) shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

1.3 Business Purpose; Powers. The Company is formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise

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all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

1.4 Registered Office and Agent. The location of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The Company's Registered Agent at such address is Corporation Service Company.

1.5 Term. Subject to the provisions of Article VI below, the Company shall have perpetual existence.

**ARTICLE II**  
**The Member**

2.1 The Member. The name and address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Hanesbrands Inc.	1000 East Hanes Mill Road Winston-Salem, NC 27105

2.2 Actions by the Member; Meetings. The Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

2.3 Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

2.4 Power to Bind the Company. The Member (acting in its capacity as such) shall have the authority to bind the Company to any third party with respect to any matter.

2.5 Admission of Members. New members shall be admitted only upon the approval of the Member.

**ARTICLE III**  
**The Board**

3.1 Management By Board of Managers.

(a) Subject to such matters which are expressly reserved hereunder or under the Act to the Member for decision, the business and affairs of the Company shall be managed by a board of managers (the "Board"), which shall be

responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. The Board shall consist of one (1) to four (4) individuals (the "Managers"), the exact number of Managers to be determined from time to time by resolution of the Member. Board currently consists of three (3) members, who are Joia M. Johnson, Catherine A. Meeker and Grady L. Crosby.

(b) Each Manager shall be elected by the Member and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. The Member may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Member.

(c) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Member. A Manager chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

### 3.2 Action By the Board.

(a) Meetings of the Board may be called by any Manager upon two (2) days prior written notice to each Manager. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(b) Meetings of the Board may be conducted in person or by conference telephone facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

3.3 Power to Bind Company. None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto.

3.4 Officers and Related Persons. The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties.

**ARTICLE IV**

Capital Structure and Contributions

4.1 Capital Structure. The capital structure of the Company shall consist of one class of common interests (the "Units"). All Units shall be identical with each other in every respect. The Member shall own all of the Units issued and outstanding, as set forth on Schedule A attached hereto.

4.2 Capital Contributions. From time to time, the Board may determine that the Company requires capital and may request the Member to make capital contribution(s) in an amount determined by the Board; provided, however, that the Member is not required to make such capital contribution(s). A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

**ARTICLE V**

Profits, Losses and Distributions

5.1 Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Board. In each year, profits and losses shall be allocated entirely to the Member.

5.2 Distributions. The Board shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Units, the determined amount when, as and if declared by the Board. The distributions of the Company shall be distributed entirely to the Member.

**ARTICLE VI**

Events of Dissolution

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

- (a) The Member votes for dissolution; or
- (b) A judicial dissolution of the Company under Section 18-802 of the Act.

**ARTICLE VII**

Transfer of Interests in the Company

The Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Units and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Units are to be transferred agreeing to be bound by the terms of this Agreement as amended from time to time, such person shall be admitted as a member.

**ARTICLE VIII**

Exculpation and Indemnification

8.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

8.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 8.2.

8.3 Amendments. Any repeal or modification of this Article VIII by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article VIII, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE IX**

Miscellaneous

9.1 Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as

for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

9.2 Amendments. Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; *provided, however*, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

9.5 Limited Liability Company. The Member intends to form a limited liability company and does not intend to form a partnership under the laws of the State of Delaware or any other laws.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Fourth Amended and Restated Limited Liability Company Agreement as of the day first above written.

MEMBER

HANESBRANDS INC.

By: /s/ Joia M. Johnson  
Name: Joia M. Johnson  
Title: Executive Vice President, General  
Counsel and Corporate Secretary

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**SCHEDULE A**

Name of Member	Number of Units
Hanesbrands Inc.	100

## KIRKLAND &amp; ELLIS LLP

AND AFFILIATED PARTNERSHIPS

200 East Randolph Drive  
Chicago, Illinois 60601

312 861-2000

www.kirkland.com

Facsimile:  
312 861-2200

May 7, 2007

Hanesbrands Inc.  
1000 East Hanes Mill Road  
Winston-Salem, NC 27105Re: 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, collectively with the Issuer, the "Registrants"), in connection with the proposed registration by the Issuer of up to \$500,000,000 in aggregate principal amount of the Issuer's Floating Rate Senior Notes due 2014 (the "Exchange Notes"), pursuant to a Registration Statement on Form S-4 filed with the Securities and Exchange Commission (the "Commission") on April 25, 2007, 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 "Indenture"), dated as of December 14, 2006, by and among the Issuer, the guarantors named therein, and Branch Banking and Trust Company, as Trustee. The Exchange Notes and the Guarantees are to be issued in exchange for and in replacement of the Issuer's outstanding Floating Rate Senior Notes due 2014 (the "Old Notes") and the related guarantees, of which we understand \$500,000,000 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 Issuer with respect to the issuance of the Exchange Notes, (ii) the Indenture, (iii) the Registration Statement and (iv) the Registration Rights Agreement, dated as of December 14, 2006, by and among the Issuer, certain subsidiaries of the Issuer 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., as initial purchasers.

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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 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 and the due authorization, execution and delivery of all documents by the parties thereto. As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Issuer 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) and (iii) public policy considerations which may limit the rights of parties to obtain certain remedies.

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 Existing 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 5.1 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 or the General Corporation Law of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and

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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, we have, without conducting any research or investigation with respect thereto, relied on the opinion of Venable LLP that such Exchange Notes have been duly authorized and that the execution and delivery of, and the performance by the Issuer of its obligations under, the Exchange Notes will not violate the law of the State of Maryland, and we have made no investigation of, and do not express or imply an opinion on, the laws of such state. 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 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

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Exhibit A

<u>Guarantor</u>	<u>Jurisdiction</u>
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 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
National Textiles, L.L.C.	Delaware
Playtex Dorado, LLC	Delaware
Playtex Industries, Inc.	Delaware
Seamless Textiles, LLC	Delaware
UPCR, Inc.	Delaware
UPEL, Inc.	Delaware

May 7, 2007

Hanesbrands Inc.  
1000 East Hanes Mill Road  
Winston-Salem, NC 27105

Ladies and Gentlemen:

We are acting as special Colorado counsel to Hanesbrands Direct, LLC, a Colorado limited liability company (the "Guarantor"), in connection with the proposed public offering by Hanesbrands Inc., a Maryland corporation (the "Issuer") of up to \$500,000,000 in aggregate principal amount of the Issuer's Floating Rate Senior Notes due 2014 (the "Exchange Notes") pursuant to a Registration Statement on Form S-4 filed with the Securities and Exchange Commission (the "Commission") on April 25, 2007, 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 to pay the principal of, premium, if any, and interest on the Exchange Notes will be guaranteed by the Guarantor and certain other guarantors (such guarantee by the Guarantor, the "Guarantee"). The Exchange Notes and the Guarantee are to be issued pursuant to the Indenture (the "Indenture"), dated as of December 14, 2006, by and among the Issuer, the Guarantor and the guarantors named therein, and Branch Banking and Trust Company, as Trustee (the "Trustee"). The Exchange Notes and the Guarantee are to be issued in exchange for and in replacement of the Issuer's outstanding Floating Rate Senior Notes due 2014 (the "Old Notes") and the related guarantees. 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 the following documents (the "Documents"):

1. Executed copy of the Registration Statement.
  2. Executed copy of the Indenture.
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3. Form of Global Exchange Note.
4. The Notation of Guarantee endorsed by an officer of the Guarantor that will be affixed to the Exchange Notes.
5. The Registration Rights Agreement, dated as of December 14, 2006, by and among the Issuer, certain subsidiaries of the Issuer 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., as initial purchasers.
6. The Articles of Organization of the Guarantor, as certified by the Secretary of State of the State of Colorado on April 25, 2007.
7. Certificate of Good Standing of the Guarantor issued by the Secretary of State of the State of Colorado dated May 2, 2007.
8. The Limited Liability Company Agreement of the Guarantor, as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate and in effect.
9. That certain written consent of the Board of Managers of the Guarantor approving, among other things, the Indenture and the Guarantees, dated December 5, 2006, as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate and in effect.
10. That certain written consent of the sole member of the Guarantor approving, among other things, the Indenture and the Guarantees, dated December 5, 2006, dated December 5, 2006, as certified by the Secretary of the Guarantor on the date hereof as being complete, accurate and in effect.

In our examination of the Documents, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the accuracy and completeness of all of the Documents submitted to us, the authenticity of all originals of the Documents and the conformity to authentic original documents of all Documents submitted to us as copies (including telecopies). 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, and the laws of the State of New York. As used herein, the term "Colorado Limited Liability Company Act, as amended" includes the statutory provisions contained therein, all applicable provisions of the relevant state constitution and reported judicial decisions interpreting the foregoing. We express no opinion herein as to any other laws, statutes, ordinances, rules or regulations.

To the extent that the obligations of the Guarantor under the Indenture may be dependent upon such matters, we have assumed for purposes of this opinion that the Trustee is duly

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organized, validly existing, and in good standing under the laws of its jurisdiction of organization; that the Trustee is duly qualified to engage in the activities contemplated by the Indenture; that the Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms; that the Trustee is in compliance, with respect to acting as a trustee under the Indenture, with all applicable laws and regulations; and that the Trustee has the requisite organizational and legal power and authority to perform its obligations under the Indenture.

Based upon, subject to and limited by the foregoing, 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, (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 Existing Notes and (iv) the Notation of Guarantee has been duly affixed to the Exchange Notes, the Guarantee by the Guarantor will constitute a valid and binding obligation of the Guarantor.

In addition to the qualifications, exceptions and limitations elsewhere set forth in this opinion letter, our opinions expressed above are also subject to the effect of: (i) bankruptcy, insolvency, reorganization, receivership, moratorium and other laws affecting creditors' rights (including, without limitation, the effect of statutory and other law regarding fraudulent conveyances, fraudulent transfers and preferential transfers), and (ii) the exercise of judicial discretion and the application of principles of equity, good faith, fair dealing, reasonableness, conscionability and materiality (regardless of whether the applicable agreements are considered in a proceeding in equity or at law).

This opinion letter has been prepared for your use in connection with the Registration Statement and speaks as of the date hereof. We assume no obligation to advise you of any changes in the foregoing subsequent to the delivery of this opinion letter.

We hereby consent to the filing of this opinion letter as an exhibit under Item 601(b)(5) of Regulation S-K, 17 C.F.R. § 229.601(b)(5) to the Registration Statement. In giving this consent, we do not thereby admit that we are an "expert" within the meaning of the Securities Act of 1933, as amended.

Very truly yours,

/s/ Hogan & Hartson L.L.P.

HOGAN & HARTSON L.L.P.