

09-01-1998



To the Honorable Commissioner of Patents and Trademarks

100771118

Transmitted original documents or copy thereof.

1. Name of conveying party(ies):

Thomaston Mills, Inc.
115 East Main Street
Thomaston, Georgia 30286

MRO 9.1.98

- Individual(s)
- General Partnership
- Corporation-State Georgia
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 19, 1998

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

Name: Wachovia Bank, N.A.

Internal Address:

Street Address: 191 Peachtree Street

City Atlanta State GA ZIP 30303

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignments)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

(See attached Exhibit)
B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Pamela Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 1,015.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 110980

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Pamela A. Allen

Pamela A. Allen

8/25/98

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

SSMITH 00000081 110980 539348 Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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

*9-2-98 authorized via telephone by Mr. Woods
recharge expedite fee \$120.00 to dep. acct.*

TRADEMARK

Exhibit A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TAVERN	#539 348	3/13/1951
TAVERN	#262 136	10/1/1929
PAGE	#539 347	3/13/1951
THOMASTON	#539 350	3/13/1951
PAGE	#539 375	3/13/1951
THOMASTON FIRESIDE	#540 776	4/10/1951
THOMASTON TAVERN	#540 778	4/10/1951
THOMASTON PAGE	#540 784	4/10/1951
PILGRIM	#545 573	7/24/1951
OLD SOUTH	#691 758	1/19/1960
THOMASTON	#691 759	1/19/1960
THOMASTON	#692 127	1/26/1960
THOMASTON	#692 133	1/26/1960
THOMASTON	#701 445	7/19/1960
THOMASTON SPINNING WHEEL	#732 777	6/12/1962
THOMASTON DEPENDABLE FABRICS AND SPINNING WHEEL	#777 207	9/22/1964
THOMASTON DEPENDABLE FABRICS AND SPINNING WHEEL	#777 473	9/22/1964
NITE-LITE	#799 596	11/30/1965
THOM-CELL	#799 597	11/30/1965
WAFFLE-AIRE	#799 598	11/30/1965
AMERICAN MOOD	#1 718 248	2/22/1972

TRADEMARK

REEL: 1747 FRAME: 0430

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMERICAN MOOD	#1 837 408	2/22/1972
FROM FIBER TO CONSUMER	#954 499	3/6/1973
NEW ERA	#1 103 916	10/10/1978
TENDER REST	#1 171 334	9/29/1981
NEW ERA	#23958	1/19/1982
DEPENDABLE THOMASTON		
THOM-SET FINISH Brown & Gold Label	#1223699	1/11/1983
DEPENDABLE THOMASTON FINISH -		
Blue Label	#1223700	1/11/1983
RATTLERS	#1 344 418	9/25/1985
RATTLERS & DESIGN	#1 344 419	9/25/1985
RATTLERS	#1 333 164	4/30/1985
RATTLERS & DESIGN	#1 333 163	4/30/1985
RE-HEAT	#1 468 684	12/8/1987
THOMASTON	#1 633 241	1/29/1991
THOMASTON AND SPINNING WHEEL LOGO	#1 633 240	1/29/1991
VIPER	#1 849 350	8/9/1994
RATTLERS - Snake Proof Chaps	#1231176	3/15/1983
RATTLERS for Fabric Clothing	#1297702	9/25/1984
RATTLERS & DESIGN	#1297708	9/25/1984
STONE COTTAGE	#2082425	7/22/1997

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 19th day of August, 1998, by THOMASTON MILLS, INC., a Georgia corporation ("Grantor"), in favor of WACHOVIA BANK, N.A., a national bank ("Wachovia"), not individually but in its capacity as "Collateral Agent" for the ratable benefit of the "Agents," "Issuers" and "Lenders" identified as such in the Credit Agreement described below (Wachovia, acting in such agency capacity, herein called "Collateral Agent").

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Grantor has entered into a certain Credit and Security Agreement, dated as of August [14], 1998, with the Collateral Agent, among others (herein, as it may be supplemented, amended or modified from time to time, called the "Security Agreement"; capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Security Agreement), and this Agreement is being executed in supplementation thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Collateral Agent a security interest in, and makes to Collateral Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights, subject only to Permitted Encumbrances. The Trademark Rights shall serve as collateral security for the payment of all Obligations, shall constitute a part of the Collateral, and shall be subject to all of the terms and conditions of the Security Agreement.

Notwithstanding the foregoing, unless and until Collateral Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

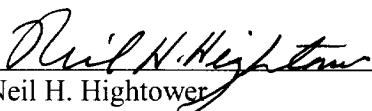
Grantor further agrees (a) that Collateral Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Collateral Agent in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Collateral Agent may do so in Grantor's name or in Collateral Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Collateral Agent for all expenses, including attorneys' fees, incurred by Collateral Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

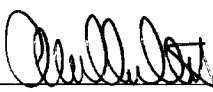
The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Obligations. At such time Collateral Agent shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Collateral Agent's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Collateral Agent and its successors and assigns and bind Grantor and its successors and assigns.

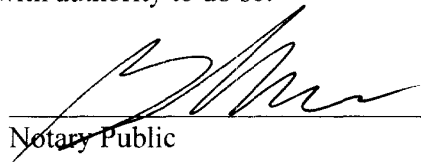
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

THOMASTON MILLS, INC.

By: 
Neil H. Hightower
President and CEO

Attest: 
A. William Ott
Vice President - Finance

On this August 19, 1998, before me appeared the person(s) who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his (their) capacity(ies) as a (the) representative(s) having the title(s) inscribed above of THOMASTON MILLS, INC., a Georgia corporation, who acknowledged that he (they) signed same as his (their) free act(s) for and on behalf of the identified company with authority to do so.



Notary Public

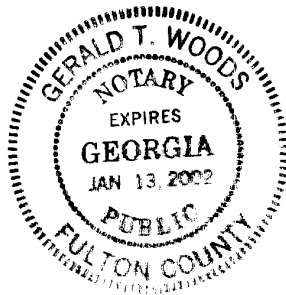


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