FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

Mu 7-21-98

07-22-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

REC 100769877 :T

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 05/22/98

Name: Flynt Fabrics, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: North Carolina

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: NationsBank, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 600 Peachtree Street, N.W.

Address (line 2): 13th Floor

Address (line 3): Atlanta (City) Georgia (State/Country) 30308 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [X] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: a national banking association

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FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 1738 FRAME: 0260

FORM PTO-1618B
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (404) 888-4225

Name: Natalie Lewis

Address (line 1): Hunton & Williams

Address (line 2): NationsBank Plaza, Suite 4100

Address (line 3): 600 Peachtree Street, N.E.

Address (line 4): Atlanta, Georgia 30308

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 1

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1 821 403		

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Dana Kull, Esq.	Dana Kull	7/20/98
Name of Person Signing	Signature	Date Signed

ASSIGNMENT FOR SECURITY
(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, Flynt Fabrics, Inc., a North Carolina corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A**, and certain other trademarks, tradenames and registrations and applications for registration thereof (collectively, the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of May 22, 1998 (as it may hereafter be amended, modified, supplemented or restated from time to time, the "Loan Agreement"), between the Assignor, the financial institutions party thereto from time to time (the "Lenders"), and NationsBank, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor, and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign to the Agent, and to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,

(b) licenses of the foregoing, whether as licensee or licensor,

(c) renewals thereof,

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world.

WHEREAS, the Assignor is required under the Loan Agreement to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Agent, and grants to the Agent, for the benefit of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations (as defined in the Loan Agreement).

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of May 22, 1998.

[CORPORATE SEAL]

FLYNT FABRICS, INC.

By: _____
Charles H. Flynt, Jr.
President

TRADEMARK
REEL: 1756 FRAME: 0263

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this ___ day of May, 1998, before me personally came Charles H. Flynt, Jr., to me known, who, being by me duly sworn, did depose and say that he is President of Flynt Fabrics, Inc., the corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his thereto by like order.

Carol Grimes
Notary Public

[NOTARIAL SEAL]

My Commission Expires: Notary Public, DeKalb County, Georgia. My Commission Expires Januar... 2001

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SCHEDULE A
(Trademarks)

"FLYNTFABRICS" – Reg. No. 1,821,403