



## RELEASE OF COLLATERAL INTEREST IN TRADEMARK

THIS AGREEMENT is made as of the 10<sup>th</sup> day of July, 1998, by and between WESTPOINT STEVENS INC., a Delaware corporation having its principal place of business in West Point, Georgia (the "Borrower") and NATIONSBANK, N.A. ("NationsBank"), a national banking association having its principal place of business in Charlotte, North Carolina and formerly known as NationsBank of North Carolina, N.A., in its capacities as Administrative Agent and Trustee, as such terms are defined in the Credit Agreements (as hereinafter defined).

WHEREAS, pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of November 23, 1994 (the "1994 Credit Agreement"), by and among the Borrower, NationsBank as the Administrative Agent, and the lending institutions parties thereto from time to time (the "1994 Lenders"), the 1994 Lenders extended certain credit facilities (the "Loans") to the Borrower and its subsidiaries;

WHEREAS, to secure its obligations with respect to the Loans, the Borrower executed *inter alia* (i) that certain Amended and Restated Collateral Trust Agreement (the "1994 Trust Agreement") and (ii) that certain Amended and Restated Patent and Trademark Assignment (the "1994 Patent Assignment"), each dated as of November 23, 1994, with NationsBank in its capacity as the Trustee;

WHEREAS, pursuant to the terms of the 1994 Patent Assignment, the Borrower collaterally assigned to the Trustee, and granted the Trustee a security interest in, the Borrower's trademark "Clupicker", having trademark registration no. 1,075,843 (the "Specified Trademark");

WHEREAS, the Borrower has sold and assigned the Specified Trademark to a third party and the Borrower has requested the release of the Trustee's lien on the Specified Trademark;

WHEREAS, the Borrower, certain foreign subsidiaries of the Borrower, NationsBank N.A. as agent, and certain lenders (the "1998 Lenders") have entered into that certain Second Amended and Restated Credit Agreement, dated as of June 9, 1998 (the "1998 Credit Agreement"), pursuant to which the 1998 Lenders have increased the amount and type of credit facilities extended to the Borrower (the 1998 Credit Agreement and the 1994 Credit Agreement shall be referred to together as the "Credit Agreement");

WHEREAS, the Borrower, certain of its subsidiaries, the 1998 Lenders and other parties have executed that certain Second Amended and Restated Collateral Trust Agreement and the Second Amended and Restated Patent and Trademark Assignment, each dated as of June 9, 1998 (respectively, the "1998 Collateral Trust Agreement" and the "1998 Patent Assignment");

WHEREAS, neither the 1998 Collateral Trust Agreement nor the 1998 Patent Assignment seeks to impose a lien or security interest in favor of the Trustee on the Specified Trademark;

WHEREAS, the Borrower represents and warrants to the Administrative Agent and the Trustee that the Specified Trademark is no longer useful in the Borrower's business, and that the sale and conveyance of this Specified Trademark shall not materially and adversely affect the condition (financial or otherwise), properties, business or results of operations of the Borrower or any of its subsidiaries;

WHEREAS, the Administrative Agent and the Trustee are willing to consent to the release of such collateral interests in the Specified Trademark upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. Any capitalized terms used but not specifically defined herein shall have the meanings ascribed to such terms in the 1998 Credit Agreement and the 1998 Trust Agreement.

2. Recitals. The Borrower hereby acknowledges and agrees that the Recitals to this Agreement are true and correct in all material respects.

3. Release of Collateral Interest. The Trustee hereby grants, assigns, conveys, and releases to the Borrower, to the extent of the Trustee's interest of any nature therein, its entire right, title and interest in and to the Specified Trademark more particularly identified as follows:

<u>REGISTRATION NO.</u>	<u>SERIAL NUMBER</u>	<u>MARK</u>
1075843	73/113336	Clupicker

and any and all proceeds and products of any of the foregoing, including without limitation, any claims by the Trustee against third parties for past, present or future infringement of such Specified Trademark and proceeds of any license agreements relating solely to such Specified Trademark, any rights corresponding to such Specified Trademark, if any, throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Released Collateral"). The Trustee hereby terminates and waives any and all security interests, rights, privileges, title and interest whatsoever in the Released Collateral.

4. Further Assurances. The Trustee shall cooperate with and assist the Borrower by executing such documents and taking such other reasonable actions in order to vest in the Borrower or its assigns the entire right, title and interest in and to the Released Collateral, free from any and all liens and encumbrances, all at the sole cost and expense of the Borrower.

5. Administrative Agent Direction. The Administrative Agent hereby authorizes and directs the Trustee to execute this Agreement in accordance with the terms of Section 10.4 of the 1994 Trust Agreement and Section 10.4 of the 1998 Trust Agreement.

6. Miscellaneous.

(a) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or any part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement.

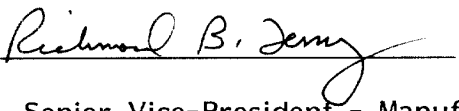
(b) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

(c) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws and judicial decisions of the State of New York.


(d) The Borrower shall execute and deliver to the Trustee such other documents and certificates required by the Trust Agreement in connection with the release of collateral as required by the Trustee pursuant to the terms thereof.

IN WITNESS WHEREOF, the Borrower, the Administrative Agent, and the Trustee have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

WESTPOINT STEVENS INC.

By:   
Title: Senior Vice-President - Manufacturing Services

NATIONSBANK, N.A., formerly known as NationsBank of North Carolina, N.A., in its capacities as Trustee and Administrative Agent

By:   
DAVID H. DINKINS  
Title: Vice President

PAUL B. WEST  
STEPHEN A. GOLDSMITH  
IAN JAY KAUFMAN  
FREDERICK REICHWALD  
JOSEPH H. HANDELMAN  
ALLAN S. PILSON  
PETER D. GALLOWAY  
LINDA L. BERKOWITZ  
ROBERT ALPERT  
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LANNING G. BRYER  
WILLIAM R. EVANS  
JANET I. CORD  
CLIFFORD J. MASS  
JOSEPH J. VILLAPOL

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\* MEMBER CA BAR  
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+ MEMBER NJ BAR

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IAIN C. BAILLIE  
(MEMBER NY BAR)  
European Resident Partner

July 28, 1998

Via Express Mail

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Dear Sirs:

Re: Release of Security Interest taken by  
**NATIONSBANK, N.A.** on July 10, 1998 against  
Trademark Registration **No. 1075843** for  
CLUPICKER owned by WESTPOINT STEVENS INC. in  
the United States America  
(Our Ref: 98 T 07-24-89)

1. You are requested to record the above-mentioned  
Release of Security Interest against Trademark Registration  
**No. 1075843** for **CLUPICKER** and, for this purpose, we enclose  
herewith the following document:

a) a Release of Collateral Interest in Trademark  
dated July 10, 1998 and executed by the  
Senior Vice-President - Manufacturing  
Services of WESTPOINT STEVENS INC. and by  
Vice President of NATIONSBANK, N.A.

2. Our check in the amount of \$40.00 is attached. If  
any additional charges are incurred, please charge Deposit  
Account No. 12-0425. Please send us your receipt in  
acknowledgement of this payment.

3. Please return to us the Release of Collateral  
Interest in Trademark after it has been stamped with  
recordal at the U.S. Patent and Trademark

EXPRESS MAIL LABEL 07/28/1998

NO. EH684277463US

REEL: 1761 FRAME: 0427