To the Honorable Commissioner 100781707 1 Name of conveying party(ses): NATIONSBANK, N.A. 7-29-98 Individual(s) General Partnership Derporation-State Other a national banking association Additional name(s) of conveying party(ses): Name of conveying party(ses): Name and address of party in Merger Description Additional name(s) of conveying party(ses) stacked? I ves if No 3. Nature of conveying party(ses) stacked? I ves if No 3. Nature of conveying party(ses): Hassignment Description Agreement Description Agr	FORM PTO-1594 (Rev. 6-93)	07-31-1998	OOVER SHEET	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Off ce	
To the Honorable Commissioner 1 Name of conveying party(ies): NATIONSBANK, N.A. 7-29-98 NATIONSBANK, N.A. 7-29-98 Individual(s)	OMB No. 0651-0011 (exp. 4/94)	(regin man about	LY	~ ~	
1 Name of conveying party(les): NATIONSBANK, N.A. 7-29-98 Individual(s)			e attached origina	I documents or copy thereof.	
NATIONSBANK, N.A. 7-29-98 Individual(s)		100781707			
Internal Address:			117	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
Individual(s)	NATIONSBANK, N.A.	1-27-98	Name: WESTFOIR	(4)	
General Partnership Corporation-State City: New York State: N. V. ZIP: 16935 City: New York Stat			ПП		
City: New York	• • • • • • • • • • • • • • • • • • • •		Street Address: 1	Avenue of the	
Other a national banking association Additional name(s) of conveying party(les) attached? Yes No 3. Nature of conveyance:	· · · · · · · · · · · · · · · · · · ·		T T		
Additional numbers attached? Yes St No	Of Other a national banking association		•		
3. Nature of conveyance: Assignment	Additional name(s) of conveying party(ies) attached? Yes No				
Assignment	3. Nature of conveyance:		General Partnership_		
Other RELEASE OF SECURITY INTEREST Execution Date:July 10, 1998	□ Assignment	□ Merger	☐ Corporation-State	Delaware	
Execution Date:July 10 , 1998 Sistement and signature. Do Not Use This SPACE Sistement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy of this page if paying by dapostances under the date. Street Address:State: _N.YZIP:10023 Signature	□∠Security Agreement □ Change of Name		□ Other		
Additional name(s) & address(se) attached? □ Yes of No 4. Application number(s) or patent number(s): A. `ademark Application No.(s) B. Trademark Registration No.(s) 1075843 Additional numbers attached? □ Yes of No 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lanning G. Bryer, Esq. Internal Address: Ladas & Parry To Total fee (37 CFR 3.41)	☑ Other RELEASE OF SECURITY INTEREST				
A. ademark Application No.(s) B. Trademark Registration No.(s) 1075843 Additional numbers attached? Yes No 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lanning G. Bryer, Esq. Internal Address: Ladas & Parry Internal Address: Ladas & Parry Street Address: 26 West 61st Street City: New York State: N.Y. ZIP:10023 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 copies a true copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing Additional numbers attached? Yes No 6. Total number of applications and registrations involved:	Execution Date: July 10, 1998				
Additional numbers attached?	4. Application number(s) or patent num	ber(s):			
Additional numbers attached? Yes 5 No 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lanning G. Bryer, Esq. Internal Address: Ladas & Parry Internal Address: Ladas & Parry Street Address: 26 West 61st Street Rity: New York State: N.Y. ZIP:10023 Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing Additional numbers attached? Yes 5 No 6. Total number of applications and registrations involved:	A ademark Application No.(s)		B. Trademark Registration No.(s)		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lanning G. Bryer, Esq. Internal Address: Ladas & Parry Internal Address: Ladas & Parry Street Address: 26 West 61st Street City: New York State: N.Y. ZIP:10023 Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing 6. Total number of applications and registrations involved:			1075843		
concerning document should be mailed: Name: Lanning G. Bryer, Esq. Internal Address: Ladas & Parry Internal Address: 26 West 61st Street City: New York State: N.Y. ZIP:10023 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 of the original document. Lanning G. Bryer, Esq. Name of Person Signing registrations involved:	Additional numbers attached? ☐ Yes ☑ No				
Internal Address: Ladas & Parry 7. Total fee (37 CFR 3.41)	1				
Internal Address: Ladas & Parry 7. Total fee (37 CFR 3.41)	Name Lanning G. Bryer,	Esq.			
Street Address: 26 West 61st Street Street Address: 26 West 61st Street 8. Deposit account number: NA City: New York State: N.Y. ZIP: 10023 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 copies a true copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing Signature Date	Name.	7	7. Total fee (37 CFR 3.41)	\$_40.00	
Street Address: 26 West 61st Street 8. Deposit account number: NA City: New York State: N.Y. ZIP:10023 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 copyes a true copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing 8. Deposit account number: NA State: N.Y. ZIP:10023 (Attach duplicate copy of this page if paying by deposit account) Do NOT USE THIS SPACE Signature Do Not Use This space if paying by deposit account number: NA State: N.Y. ZIP:10023 (Attach duplicate copy of this page if paying by deposit account) Do Not Use This space Signature Do Not Use This space if paying by deposit account number: NA Do Not Use This space Signature Do Not Use This space if paying by deposit account)	Internal Address: Ladas & Parry		N Enclosed		
Street Address: 26 West 61st Street 8. Deposit account number: NA City: New York State: N.Y. ZIP:10023 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 copyes a true copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing 8. Deposit account number: NA State: N.Y. ZIP:10023 (Attach duplicate copy of this page if paying by deposit account) Do NOT USE THIS SPACE Signature Do Not Use This space if paying by deposit account number: NA State: N.Y. ZIP:10023 (Attach duplicate copy of this page if paying by deposit account) Do Not Use This space Signature Do Not Use This space if paying by deposit account number: NA Do Not Use This space Signature Do Not Use This space if paying by deposit account)					
8. Deposit account number: NA City: New York State: N.Y. ZIP:10023 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 copyes a true copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing 8. Deposit account number: NA (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE Signature 1. Deposit account number: NA (Attach duplicate copy of this page if paying by deposit account) Do Not Use This space (Attach duplicate copy of this page if paying by deposit account)			Authorized to be cha	arged to deposit account	
City: New York State: N.Y. ZIP:10023 One of Person Signing City: New York State: N.Y. ZIP:10023 (Attach duplicate copy of this page if paying by depost account)	Street Address: 26 West 61s	t Street			
City: New York State: N.Y. ZIP: 10023 (Attach duplicate copy of this page if paying by depost 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 of the original document. Lanning G. Bryer, Esq. Name of Person Signing Signature Date		8	Deposit account numbe	r: NA	
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copyes a true copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing	On Non-Yarda On N	y 71D 10022		8	
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing Signature	City: New YOLK State: N.	1. ZIP:10023	(Attach duplicate copy of this	page if paying by deposit account)	
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy of the original document. Lanning G. Bryer, Esq. Name of Person Signing Signature	DO NOT USE THIS SPACE				
Name of Person Signing Signature Date	To the best of my knowledge and belief, the foregoing information is true and correct and any attached copyes a true copy of				
Name of Person Signing Signature Date	Lanning G. Bryer, Esq. 6. Jun 228/78				
98 T 07-24-89 Total number of pages including cover sheet, attachments, and document:	Name of Person Signing		nature /	10 m	

RELEASE OF COLLATERAL INTEREST IN TRADEMARK

THIS AGREEMENT is made as of the 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:

G\DOCS\CHARI\DSW\BTP\8R_P01!.DOC TRADEMARK
REEL: 1761 FRAME: 0424

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. <u>Defined Terms</u>. 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. <u>Recitals</u>. The Borrower hereby acknowledges and agrees that the Recitals to this Agreement are true and correct in all material respects.
- 3. <u>Release of Collateral Interest.</u> 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:

REGISTRATION NO.	SERIAL NUMBER	<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. <u>Further Assurances.</u> 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. <u>Administrative Agent Direction.</u> 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.

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

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. BERIKOWITZ
ROBERT ALPERT
JOHN RICHARDS
DANIEL F. ZENDEL
LANNING G. BRYER
WILLIAM R. EVANS
JANET I. CORD
JANET I. CORD
JANET I. CORD
JOSEPH J. VILLAPOL

BHARATI BAKSHANI
DENNIS S PRAHIL
GEORGIA N. GOUNARIS
PETER MAX LANGRIND
MARY A. MOY
CYNTHIA R. MILLER
TERESA L. SEGALMAN
RANDI S. MILLER
JOSEPH J. KOLODKA+
M. DECONTE BRUMSKINE
MICHAEL P. KENNEY
HOLLY PEKOWSKY
DAVID M. DAHAN

OF COUNSEL

S. DELVALLE GOLDSMITH ALAN K ROBERTS JULIAN H. COHEN ROBIN DAY GLENN* J. E. PHILLIPS⁰

* MEMBER CA BAR

O MEMBER OK BAR

THE MEMBER OK BAR

LAW OFFICES

LADAS & PARRY

26 WEST 61 STREET

NEW YORK, N.Y. 10023-7604

TELEPHONE: (212) 708-1800 FACSIMILE: (212) 246-8959 (212) 246-8925

E-MAIL: NYMAIL@LADASPARRY.COM

E-MAIL: NYMAIL@LADASPAHHY.COM INTERNET: http://www.ladas.com

WRITER'S DIRECT DIAL NUMBER

(212) 708- 1870

224 SOUTH MICHIGAN AVENUE CHICAGO, IL 60904

THOMAS, E. PETIERSON RICHARD J. STFIEIT FREDERICK W IMEYERS DERMOT J. HOFGAN TIMOTHY J. KEEFER (MEMBERS IL. BAR)

5670 WILSHIRE BLVD. LOS ANGELES, CA 90036

HENRY KLEIN MAVIS S. GALLENSON FRANCIE R. GOROWITZ (MEMBERS CA BAR)

52-54 HIGH HOLBORN LONDON WC1V BRR. ENGLAND

ALTHEIMER ECK. 2 D-80331 MUNICH, GERMANY

IAIN C. BAILLIE (MEMBER NY BAR) European Resident Partr er

RICHARD P. BERIG

July 28, 1998

Via Express Mail

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

Dear Sirs:

e: 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.

REEL: 1761 FRAME: 0427

- 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 TrademarkEMARK