



ASSIGNMENT FOR SECURITY  
(Trademarks)

STATE OF GEORGIA     )  
                                  ) ss:  
COUNTY OF FULTON    )

WHEREAS, Texfi Industries, Inc., a Delaware corporation (the "**Assignor**"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on Schedule A (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 certain Term Loan and Security Agreement, dated as of August 21, 1998 (the "**Loan Agreement**"), among the Assignor, and Back Bay Capital, LLC (the "**Lender**"), a Delaware limited liability company with offices at 40 Broad Street, Boston, Massachusetts 02109 BankBoston, N.A., (the "**Lender**"), pursuant to which the Lender has agreed, subject to the satisfaction of certain conditions precedent, to make a certain loan to the Assignor; and

WHEREAS, as a condition to and as an inducement for the making of said loan, the Assignor has agreed to assign to the Lender and to grant to the Lender 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) the 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 under and 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.

to secure the payment and performance of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Lender and grants to the Lender, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Obligations.


The Assignor hereby further acknowledges and affirms that the rights and remedies of the Lender 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 August 28, 1998.

[Corporate Seal]

By: Robert P. Ambrosini  
Robert P. Ambrosini, CFO

Attest:

  
Andrew Parise

325947