

01-07-1999



100937011

Tat: settings

To the Honorable Commissioner of Patents and Trademarks: Please record and attach original documents or copy thereof.

1. Name of conveying party(ies):
Springfield LLC

1/5/99

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company-State of S.C.

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

2. Name and address of receiving party(ies)
Name: SunTrust Bank, Atlanta

Internal Address: _____

Street Address: 303 Peachtree St., 24th Floor

City: Atlanta State: GA ZIP: 30308

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 4, 1999

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

A. Trademark Application No.(s)
75/467,320

B. Trademark Registration No.(s)
1798733 1798734 1782138 1815437
0797299 1769350 1772395
1821930 1799699 1699140

Additional numbers attached? Yes No

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

Name: Catherine Amspacher

Internal Address: Nelson Mullins Riley & Scarborough, L.L.P.

Street Address: 100 North Tryon Street

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

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

01/07/1999 DMGUYEN 00000024 1798733

01 FC:481 40.00 OP
02 FC:482 250.00 DP

DO NOT USE THIS SPACE

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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.

Catherine L. Amspacher
 Name of Person Signing

Signature

1/4/99
 Date

Total number of pages including cover sheet, attachments, and document: 7

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 44 day of January, 1999 by SPRINGFIELD LLC, a South Carolina limited liability company, ("Grantor"), in favor of SUNTRUST BANK, ATLANTA, a Georgia banking corporation, as agent for itself, certain other lenders from time to time party to the Security Agreement defined below, the "Arranger" and the "Issuer" (as such terms are defined in the Security Agreement) ("Agent");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered 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 December 30, 1998, with the "Lenders" named therein, the Agent and SunTrust Equitable Securities Corporation, as Arranger (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 other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. 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 applicable thereto.

Notwithstanding the foregoing, unless and until 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 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 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), Agent may do so in Grantor's name or in Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Agent for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

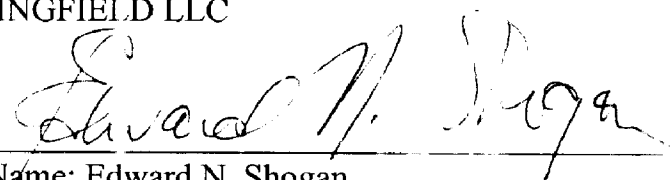
The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Obligations. At such time Agent shall, if requested by Grantor, execute and 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 Agent's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of 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 under seal as of the date first above written.

SPRINGFIELD LLC

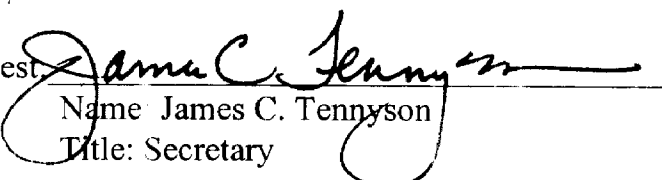
By:



Name: Edward N. Shogan

Title: President

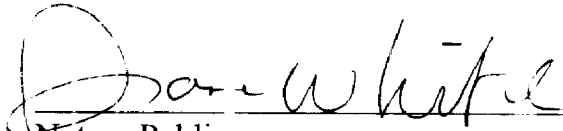
Attest:



Name James C. Tennyson

Title: Secretary

On December 30, 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 Springfield LLC, a South Carolina limited liability company, 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

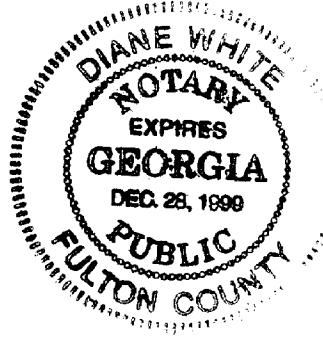


Exhibit A
To

Collateral Assignment and Trademark Security Agreement
Trademarks - By Trademark

11/30/98

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Trademark Name	Division	Country	Registration Number	Application Number	Goods
AIRO-SOFT	PROTECTIVE	U.S.		75/467,320	FABRIC FINISH OR SURFACE PREPARATION SOLD AS A COMPONENT PART OF TREATED OR COATED TEXTILES FOR USE IN THE MANUFACTURE OF UNIFORMS AND HEALTHCARE CLOTHING.
ARAMAX	PROTECTIVE	U.S.	1,798,733	74/088452	FLAME RETARDANT FABRICS USED IN THE MANUFACTURE OF CLOTHING.
FFR	PROTECTIVE	U.S.	1,821,930	74/213,488	FIRE RETARDANT FIBERS (CL. 22); FIRE RETARDANT FABRIC FOR USE IN THE MANUFACTURE OF CLOTHING, HOUSEHOLD GOODS, UPHOLSTERY GOODS, INDUSTRIAL PRODUCTS AND THE LIKE (CL. 24)
FIREPRO	PROTECTIVE	JAPAN	2354176		WOVEN FABRICS, KNITTED FABRICS, FELT, OTHER CLOTH.
FIREPRO	PROTECTIVE	S. KOREA	103004	80-15051	FABRICS MADE OF ARAMID FIBERS AND COTTON FIBERS, MIXED COTTON FABRIC.
FIREPRO	PROTECTIVE	TAIWAN	481821	78-27508	PIECE GOODS MADE WITH VARIOUS MATERIALS.
FIREPRO	PROTECTIVE	U.S.	1,798,734	74/088454	FLAME RETARDANT TEXTILE FABRIC FOR USE IN THE MANUFACTURE OF PROTECTIVE CLOTHING.
FIREWEAR	PROTECTIVE	AUSTRALIA		731953	FIRE RETARDANT FABRICS
FIREWEAR	PROTECTIVE	BENELUX (HOLLAND)	530311	792401	TEXTILES AND TEXTILE GOODS, NOT INCLUDED IN OTHER CLASSES, INCLUDING FABRICS FOR USE IN THE MANUFACTURE OF CLOTHING; BED AND TABLE COVERS.
FIREWEAR	PROTECTIVE	CANADA	443886	716420	FABRIC FOR USE IN THE MANUFACTURE OF CLOTHING, UPHOLSTERY, BAGS AND CONTAINERS.
FIREWEAR	PROTECTIVE	FRANCE	92439330	92439330	FABRICS AND TEXTILE PRODUCTS NOT INCLUDED IN OTHER CLASSES; BED AND TABLE COVERINGS, FABRICS DESTINED, IN PARTICULAR, FOR MAKING CLOTHES.
FIREWEAR	PROTECTIVE	GERMANY	2,085,928	S55207724WZ	FABRICS IN PARTICULAR FOR USE IN THE MANUFACTURE OF CLOTHING; TEXTILE GOODS AS FAR AS INCLUDED IN CLASS 24; BED AND TABLE COVERS.
FIREWEAR	PROTECTIVE	ITALY	644,353	RM92C/003707	TEXTILES AND TEXTILE PRODUCTS NOT INCLUDED IN OTHER CLASSES; BEDSPREADS AND TABLE COVERINGS.
FIREWEAR	PROTECTIVE	MALAYSIA		MAJ349398	FIRE RETARDANT FABRIC; ALL INCLUDED IN CLASS 24.
FIREWEAR	PROTECTIVE	MEXICO	437974	151380	TISSUES (PIECE GOODS); BED AND TABLE COVERS; TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES.
FIREWEAR	PROTECTIVE	NEW ZEALAND	275,286	275286	TEXTILE AND TEXTILE GOODS, NOT INCLUDED IN OTHER CLASS, INCLUDING FIRE RETARDANT FABRICS.
FIREWEAR	PROTECTIVE	SINGAPORE		S/519/98	FIRE PROTECTIVE FABRIC

Trademarks - By Trademark

1/1/30/98

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Trademark Name	Division	Country	Registration Number	Application Number	Goods
FIREWEAR	PROTECTIVE	SPAIN	1722838	1722838	TEXTILE AND TEXTILE GOODS, NOT INCLUDED IN OTHER CLASSES; BED AND TABLE COVERS
FIREWEAR	PROTECTIVE	THAILAND			
FIREWEAR	PROTECTIVE	U.S.	1789350	74/213490	FIRE RETARDANT FABRIC
HYDROPEL	PROTECTIVE	U.S.	1,799,699	74/089455	WATER RESISTANT TREATMENT AND FINISH SOLD AS A COMPONENT OF FLAME RETARDANT FABRICS
ISOLATOR	PROTECTIVE	U.S.	1782136	74/103708	FLAME RESISTANT FABRICS FOR USE IN THE MANUFACTURE OF PROTECTIVE CLOTHING.
RELIANT	PROTECTIVE	U.S.	1772305	74/232361	PILE PROTECTIVE FABRIC USED IN THE MANUFACTURE OF PROTECTIVE CLOTHING, UPHOLSTERY AND MATTRESS TICKING
SYNERGY	PROTECTIVE	BENELUX	553781	831,865	FABRICS AND TEXTILE PRODUCTS NOT INCLUDED IN OTHER CLASSES; BLANKETS AND TABLECLOTHS
SYNERGY	PROTECTIVE	CANADA	420809	716422	FABRICS; FLAME RETARDANT FABRICS FOR USE IN THE MANUFACTURE OF PROTECTIVE CLOTHING AND INDUSTRIAL AND INSTITUTIONAL FURNISHINGS.
SYNERGY	PROTECTIVE	FRANCE	92439334		FABRICS AND TEXTILE PRODUCTS NOT INCLUDED IN OTHER CLASSES; BEDSPREADS AND TABLE COVERS; FABRICS DIRECTED IN PARTICULAR FOR THE MANUFACTURE OF GARMENTS.
SYNERGY	PROTECTIVE	ITALY	644,354	RM92C/003708	TEXTILES AND TEXTILE PRODUCTS NOT INCLUDED IN OTHER CLASSES; BEDSPREADS AND TABLE COVERINGS;
SYNERGY	PROTECTIVE	MEXICO	434057	151,384	TISSUES (PIECE GOODS); BED AND TABLE COVERS; TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES.
SYNERGY	PROTECTIVE	U.S.	1699140		FLAME RETARDANT FABRICS FOR USE IN THE MANUFACTURE OF PROTECTIVE CLOTHING AND INDUSTRIAL AND INSTITUTIONAL FURNISHINGS
WICKABLE	PROTECTIVE	U.S.	1815437	74/088458	FLAME RETARDANT FABRICS WITH A COMFORT FINISH FOR USE IN THE MANUFACTURE OF PROTECTIVE CLOTHING AND INDUSTRIAL AND INSTITUTIONAL FURNISHINGS.