

MRD
6-28-99

06-28-1999



To the Honorable Commissioner of Patents and Trademarks

101048938

See original documents or copy thereof.

1. Name of conveying party(ies):

Spartan Mills
805 Spartan Boulevard
Spartanburg, SC 29301

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State South Carolina
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: June 21, 1999

2. Name and address of receiving party(ies):

Name: General Electric Capital Corporation

Internal Address: Suite 600

Street Address: 3379 Peachtree Road, N.E.

City Atlanta State GA ZIP 30326

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

(See attached schedule)

Additional numbers attached? Yes No

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

Name: Pamela Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41): \$690.00 E

Enclosed \$120.00 expedited fee E

Authorized to be charged to deposit account

8. Deposit account number:

110980

(Attach duplicate copy of this page if paying by deposit 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 is a true copy of the original document.

Pamela A. Allen

Pamela A. Allen

6/21/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

06/28/1999 DC0000052 1958997

01 FC:481
02 FC:482
03 FC:484

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK

REEL: 1889 FRAME: 0355

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Monarch	Spartan Mills	Registered	1,958,997	2-27-96
Thermal King	Spartan Mills	Registered	1,015,323	7-8-75
King Krown	Spartan Mills	Registered	1,009,183	4-22-75
King Crinkle	Spartan Mills	Registered	1,012,247	6-3-75
Blanket Design	Spartan Mills	Registered	1,547,450	7-11-89
Econo-Therm	Spartan Mills	Registered	1,063,023	4-19-77
Spartan Mills	Spartan Mills	Registered	222,875	1-11-27
Princess	Spartan Mills	Registered	222,555	1-4-27
Spartan & Design	Spartan Mills	Registered	1,008,405	4-8-75
King & Design	Spartan Mills	Registered	1,005,842	3-4-75
King & NAP	Spartan Mills	Registered	1,005,841	3-4-75
King Royal	Spartan Mills	Registered	1,005,840	3-4-75
King	Spartan Mills	Registered	599,728	12-21-54
Duchess	Spartan Mills	Registered	1,949,223	1-16-96
Knight	Spartan Mills	Registered	2,013,219	11-5-96
Earthwise	Spartan Mills	Registered	1,806,169	11-23-93
Naturewise	Spartan Mills	Registered	1,806,975	11-1-94
Caro-Knit	Spartan Mills	Registered	858,310	10-8-68
Caroset	Spartan Mills	Registered	857,987	10-1-68
Eiderlon	Spartan Mills	Registered	768,846	4-18-64

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Eurofinish	Spartan Mills	Registered	1,615,770	10-2-90
It's The Knit with the Fit Where You Sit	Spartan Mills	Registered	766,924	3-17-64
Knit with the Fit Where You Sit	Spartan Mills	Registered	766,918	3-17-64
Pimella	Spartan Mills	Registered	757,413	9-24-63
Ragtimes	Spartan Mills	Registered	1,174,263	9-18-79
Spun-Lo	Spartan Mills	Registered	768,845	4-18-64
Premier Rayon	Spartan Mills	Registered	367,960	6-6-39

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 21, 1999, by SPARTAN MILLS, a South Carolina corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, as the borrower, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor and Agent hereby acknowledge and affirm that the rights and remedies of the parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

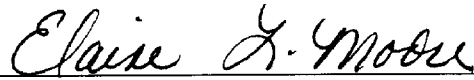
SPARTAN MILLS

By: 

Charles N. Stegall
Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 

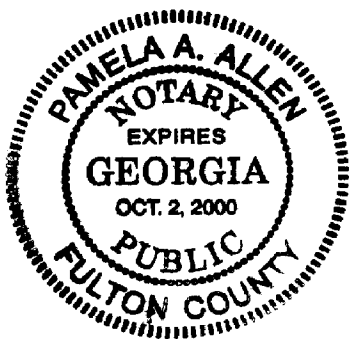
Elaine L. Moore
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
COUNTY OF FULTON)

SS.

On this 16th day of June, 1999 before me personally appeared Charles Stegall, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Spartan Mills, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Pamela A. Allen
Notary Public {seal}

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