

06-10-1999



101059159
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5.18.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
03 31 99

Conveying Party

Mark if additional names of conveying parties attached

Name Americal Corporation Execution Date
Month Day Year
03 31 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization North Carolina

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation

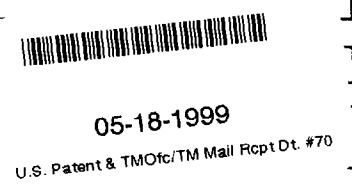
DBA/AKA/TA _____

Composed of _____

Address (line 1) 3379 Peachtree Road

Address (line 2) Suite 600

Address (line 3) Atlanta GA 30326
City State/Country Zip Code



- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New York

06/09/1999 DNGUYEN 00000341 929208

FOR OFFICE USE ONLY

01 FC: #81 40.00 OP
02 FC: #82 1650.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="See attached Schedule A"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="See attached Schedule A"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Robert H. G. Lockwood

5/18/99

Name of Person Signing

Signature

Date Signed

SCHEDULE A

U.S. TRADEMARKS

AMERICAL CORPORATION

TRADEMARK	REGISTRATION NO./ APPLICATION NO.
AMERICAL	929,208
AWAKE!	1,098,864
BARE MAGIC	1,409,547
BLACK MIST	1,303,833
BLACK SATIN	1,366,763
BLACK SENSATION	1,352,971
CLASSIC SENSATION	1,398,627
CUSHIONAIRE	1,119,339
DREAM LEGS	1,256,965
DURASHEER	937,643
ELEGANCE PLUS	1,414,280
FANCY FASHION	1,169,438
FEELIN' SILKY	1,237,428
FRIENDSHIP	921,175
GOSSAMER SHEERS	1,409,546
HEAVY HONEY	1,202,136
HOPPERS	1,134,711
JUST GREAT	1,271,320
LEG TINTS	1,294,555
LIVELY YOURS	1,224,340

TRADEMARK	REGISTRATION NO./ APPLICATION NO.
LOVELY FIT	1,421,166
MY FIT	1,394,152
NEARLY/PERFECT	1,232,838
PANTEE CONTROL	1,330,992
PEDAGUARD	1,147,260
PEDIKINS	857,956
PEDIKINS	950,845
PEDS	934,511
PEDS	2,179,123
PEDS & Design	793,406
PEDS SELECT	1,886,155
PEDS TREDS	1,336,858
POLARKNIT	1,053,987
POLARKNIT	2,135,702
POUFF	773,234
POUFF-DOWNY SOFT	1,162,011
PRETTY 'N SHEER	1,346,990
PURE ELEGANCE	1,407,753
PURE SENSATION	1,244,630
REVIVE	1,265,807
SCOTCH LASSIE	1,120,594
SHEER 'N SHAPELY	1,292,998
SHEER 'N SMOOTH	913,874
SHEER EXCITEMENT	1,399,630
SHEER SONG	1,255,390

TRADEMARK	REGISTRATION NO./ APPLICATION NO.
SHEER TREAT	1,346,371
SHEERLY FANTASTIC	1,255,378
SHEERLY YOURS	973,466
SHOPPERS VALUE	933,600
SILKEN CARESS	1,475,090
SILKY COMFORT	1,306,008
SILKY-FIT	1,220,103
SIMPLY LIVELY	1,579,144
SMART SHOPPER	1,007,935
SPIRIT	825,811
SPIRIT-EEN	860,185
SPIRIT-ESSE	860,184
STREETS & TRAILS	1,879,889
THAT GIRL	953,690
THE ONE WITH THE PANTY	1,125,685
TOE-MATES	1,031,518
ULTRA SENSATION	1,400,449
ULTRA SLIMMER	1,786,194
VALUE FEST	952,716
PEDS	75/489,464
SMART SHEERS	75/369,474
TAKE CONTROL	75/129,021

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 1999, by AMERICAL CORPORATION, a North Carolina corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor;

WHEREAS, Lenders is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender 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 Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender 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

Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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.

AMERICAL CORPORATION

By: Felix C. McDaniel
Felix C. McDaniel
Executive Vice President and CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

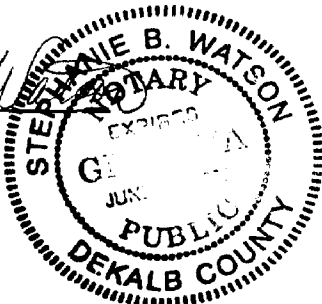
By: Elaine L. Moore
Elaine L. Moore,
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 31st day of March, 1999 before me personally appeared Felix C. McDaniel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Americal Corporation, 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.

Stephanie B. Watson
Notary Public
{seal}



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	DATE
Americal	929208	02/15/92
Durasheer	937643	07/11/92
Legciting	937644	07/11/92
That Girl	953690	02/20/93
Value Fest	952716	02/06/93
Sheerly Yours	973466	11/20/93
Nameless	081663	04/02/74
Fashion Firm	995862	10/15/74
Polar Knit	1053987	12/07/76
Panti-All	1101546	09/05/78
Awake	1098864	08/08/78
Beauty Walk	1084903	02/07/78
Pro Hose	1089765	04/17/78
The One With The Panty	1125685	10/02/79
Cushion Aire	1119389	06/29/78
Hoppers	1134771	05/06/80
Shock Treat	1136879	06/10/80
Ponf	773234	07/14/84
Fancy Fashion	1169438	09/15/81
Pouff-Downey Soft	1162011	07/21/81
Silky Fit	1220103	12/14/82
Lively Yours	1224340	01/18/83
Heavy Honey	1202136	07/20/82

618478

TRADEMARK
REEL: 001903 FRAME: 0646

TRADEMARK	REG. NO.	DATE
Pure Sensation	1244630	07/05/83
Nearly Perfect	1232838	03/29/83
Feelin' Silky	1237428	05/10/83
Leg Delight	1236477	05/03/83
Smart Shopper	1007935	04/01/95
Winning Legs	1236476	05/03/83
Sheer Song	1255390	10/25/83
Sheerly Fantastic	1255378	10/25/83
Leg Applause	1256964	11/08/83
Just Great	1271320	03/20/84
Revive	1265807	01/31/84
Delight Fully Dark	1305099	01/13/84
Silky Comfort	1306008	11/20/84
Black Mist	1303833	11/06/84
Funny Toes	1300688	10/16/84
Sheer & Shapely	1292998	09/04/84
Pantee Control	1330992	04/16/85
In Tints	1294554	09/11/84
Leg Tints	1294555	09/11/84
Tuf Skuf	1338054	05/28/85
Gossamer Glow	1341012	06/11/85
Leg Glow	1346370	07/02/85
Sheet Treat	1346371	07/02/85
Pretty N Sheer	1346990	07/02/85
Black Sensation	1352971	08/06/85
My Fit	1394152	05/20/85

TRADEMARK	REG. NO.	DATE
Pure Elegance	1407753	09/02/86
Million Dollar Legs	1408642	09/09/86
Black Satin	1366763	10/22/85
Splendid Sensation	1398626	06/24/86
Classic Sensation	1398627	06/24/86
Sheer Excitement	1399630	07/01/86
Ultra Sensation	1400449	07/08/86
Toes Go In First	1400411	07/08/86
Singular Sensation	1408641	09/09/86
Gossamer Sheers	1409546	09/16/85
Bare Magic	1409547	09/16/86
Elegance Plus	1414260	10/21/86
James Street	1421212	12/16/86
Lovely Fit	1421166	12/16/85
Spirit	825811	12/28/86
Spirit-Esse	660184	12/28/86
Sprit-Een	860185	12/26/86
As You Like It	913864	12/28/86
Silken Caress	1475090	02/02/88
Night Out	1510192	10/25/88
Bare Your Sole	1510237	10/25/88
Pure Elegance Plus	1535397	02/18/89
Touch Of Sole	1534414	04/11/89
Sheer Accents	1556938	09/19/89
Dark Delight	1514686	11/29/88
Cool & Lovely	1559958	10/10/89

TRADEMARK	REG. NO.	DATE
Sun Sheer	1559959	10/10/89
(24) Karat Legs	1588955	03/27/90
Simply Lively	1579144	01/23/90
Sheer 'N Smooth	913874	06/13/91
The Enforcer	913873	06/08/71
Friendship	921175	09/28/91
Sky Legs	921176	09/28/71
Shoppers Value	933600	05/09/92
Gymgirl	1000122	12/24/74
Ultra Slimmer	1786194	08/03/93
Streets & Trails	1879889	02/21/95
Mexico-Silky Fit	480590	09/30/94
Peru-Silky Fit	15219	04/28/95
Costa Rica-Silky Fit	92347	07/31/95
Honduras-Silky Fit	62228	07/28/95
Honduras-add exp	62228	07/28/95
Argentina-Silky Fit	1587897	08/23/95
El Salvador-Silky Fit	16941704	02/05/97
Panama-Silky Fit	75155	08/06/96
Nicaragua-Silky Fit	29142	08/23/95
Brazil-Silky Fit	816431741	12/30/97
Polar Knit	2135702	02/10/98
Peds	934511	05/23/92
Peds Treds	1336858	05/21/85
Fuzzy Bunnies	1336848	05/21/85
Cuddly Chicks	1339278	06/04/85

TRADEMARK	REG. NO.	DATE
Cozy Clouds	1336849	05/21/85
Marionettes	1411410	09/30/86
Puppet Socks	1437378	04/21/87
Pedikins	857956	02/28/78
Pedeguard	1147260	02/17/81
Sock Design	1694-254	01/15/90
Slouch Mates	1784235	07/27/93
Pedikens	950-845	01/16/93
Peds-German	2070069	09/02/93
Peds-Spain	1777792	08/25/93
Peds-Select	1886155	03/28/95
Peds-Honduras	61752	05/25/95
Peds-Nicaragua	291551-29-142	08/28/95
Peds-Peruvian	18115	08/08/95
Peds-Italy	662068	02/03/97
Peds-Costa Rica	99492	03/06/97
Peds-Korean	382843	11/19/97
Peds-Mexico	516452	01/01/97
Peds Indonesian	096-4193	03/07/96