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101266442

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

1. Name of conveying party(ies):

Astro Dye Works, Inc.
925 Oothcalooga Street
Calhoun, GA 30701

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: August 7, 1998

2. Name and address of receiving party(ies)

Name: NationsCredit Commercial Corporation,
as Agent

Internal Address: 187 Danbury Road

Street Address: _____

City: Wilton State: CT ZIP: 06897

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

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

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

A. Trademark Application No.(s)

See Schedule 1 attached.

B. Trademark Registration No.(s)

See Schedule 1 attached.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jackie Lee

Internal Address: Access Information Services,
Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

02/14/2000 DCDATES 00000088 141770

DO NOT USE THIS SPACE

01 FC:401 40.00 OP
02 FC:402 100.00 OP

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.

Jackie Lee
Name of Person Signing

Signature

1-14-00
Date

Total number of pages including cover sheet, attachments, and document: 8

ASTRO DYE WORKS, INC.
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Canadian Trademark "ASTRODYED"	TMA141,770	
State of Georgia Trademark "ASTRODYED"	T-153	
U.S. Trademark "ASTROTWIST"	1,165,606	August 18, 1981
U.S. Trademark "Novelaire Yarns"	1,267,223	February 14, 1984
U.S. Trademark "ASTRODYED"	771,531	June 16, 1964
U.S. Servicemark "ASTRO"	772,969	July 7, 1964
U.S. Trademark "ASTRO LOGO"	766,449	March 10, 1964

(NY) 09170/071/SA98/trade.reg.wpd

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Astro Dye Works, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks and Trademark registrations listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, Bomar Acquisition, Inc., a Florida corporation, Astro Textiles Holdings, Inc., a Delaware corporation, certain lenders and NationsCredit Commercial Corporation, as agent for such lenders, are parties to a Credit Agreement dated as of August 7, 1998 (as the same may be amended and in effect from time to time among said parties and such lenders (the "Lenders") as may from time to time be party thereto, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 7, 1998 (as said Agreement may be amended and in effect from time to time, the "Security Agreement") between Grantor and NationsCredit Commercial Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of the Security Agreement, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Financing Documents referred to therein;

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the **"Trademark Collateral"**), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark registration, and/or Trademark application referred to in Schedule 1 annexed hereto;

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

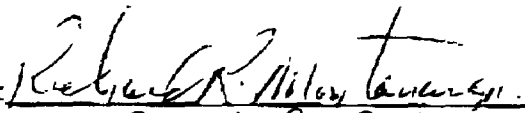
(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

Upon the repayment in full of all Secured Obligations (as defined in the Security Agreement) and the termination of the Commitments under the Credit Agreement, this security interest shall terminate and all rights to the Trademark Collateral shall revert to the Grantor. Upon such termination of this security interest Grantee will, at the expense of Grantor, execute and deliver to the Grantor such documents as Grantor shall reasonably request to evidence the termination of this security interest.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of August, 1998.

ASTRO DYE WORKS, INC.

By: 
Name: Richard R. Montanaro, SR.
Title: President

Acknowledged:
NATIONSCREDIT COMMERCIAL
CORPORATION, as Agent

By: _____
Name:
Title:

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TRADEMARK
REEL: 002021 FRAME: 0456

IN WITNESS WHEREOF, Grantor has caused this Trademark
Security Agreement to be duly executed by its officer thereunto duly authorized as
of the 1th day of August, 1998.

ASTRO DYE WORKS, INC.

By: _____
Name:
Title:

Acknowledged:
NATIONSCREDIT COMMERCIAL
CORPORATION, as Agent

By: 
Name: Richard J. O'Neill
Title: Vice President

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U.S. Trademark "ASTRO LOGO"	766,449	March 10, 1964

Pending Trademark Applications

Trademark

Serial Number

[NONE]

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