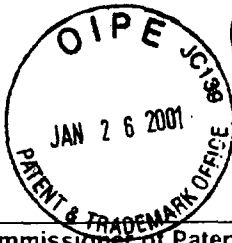


01-31-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101599844

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 # 1889 Frame # 0355

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Spartan Mills

06211999

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization South 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, N.E.

Address (line 2) Suite 600

Address (line 3) Atlanta

Georgia

30326

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization New York

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.)

01/30/2001 GTOM11 00000079 1063923

FOR OFFICE USE ONLY

01 FC=481
02 FC=482

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002227 FRAME: 0350

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"/>	<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" value="1063923"/>	<input type="text" value="1860975"/>	<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:

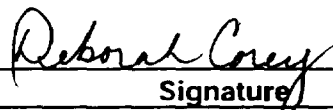
Yes ☒

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.

Deborah Corey



01/25/01

Name of Person Signing

Signature

Date Signed

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 1063 923
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 1860 975
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.

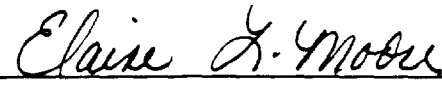
SPARTAN MILLS

By: 

Charles N. Stegall
Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

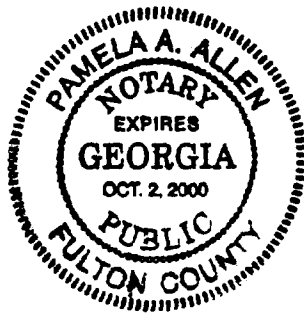
By: 
Elaine L. Moore
Duly Authorized Signatory

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 Mill, 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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None.

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Name of Agreement

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Date of Agreement

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