

03-20-2001



101641156

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-20-01

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 02 2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02 27 2001

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
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

FOR OFFICE USE ONLY

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:
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

(704) 331-5720

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.

#

4

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" value="1681258"/>	<input type="text" value="1344509"/>	<input type="text" value="0778248"/>
<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.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

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.

Betty G. Smith

Name of Person Signing

Betty G. Smith

Signature

3/16/2001

Date Signed

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CAROLINA MILLS, INCORPORATED, a North Carolina corporation (the "Assignor"), having its chief executive office at 618 Carolina avenue, Maiden, North Carolina 28650, hereby assigns and grants to FIRST UNION NATIONAL BANK, a national banking association (the "Assignee"), with offices at Charlotte Plaza (CP13)-NC0130 Charlotte, North Carolina 28288-0130, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or 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 Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto; and

(ii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A or hereto, as applicable, or under any Trademark licensed under any Trademark License, including any such License listed on Schedule A hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT shall have an effective date as of March 2, 2001.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Amended and Restated Security Agreement among the Assignor and the Assignee dated as of March 2, 2001, as amended, supplemented or modified from time to time (the "Security Agreement"). Capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Security Agreement.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 27th day of February, 2001.

CAROLINA MILLS, INCORPORATED, as
Assignor

By: Stephen G. Dobbins, Jr.
Name: Stephen G. Dobbins, Jr.
Title: President, Chief Operating Officer and Treasurer

STATE OF North Carolina
COUNTY OF Catawba

The foregoing instrument was acknowledged before me this 27th day of February 2001, by Stephen S. Dobbins, Jr., as President, Chief Operating Officer ^{and Treasurer} of CAROLINA MILLS, INCORPORATED, a North Carolina corporation, on behalf of CAROLINA MILLS, INCORPORATED.

[NOTARY SEAL]

Susan H. Jones
Notary Public

My commission expires March 16, 2002

My commission expires: _____

[Carolina Mills, Incorporated - Trademark Assignment]

TRADEMARK
REEL: 002253 FRAME: 0510

FIRST UNION NATIONAL BANK, a national banking association, as Assignee

By: [Signature]
Name: Douglas T. Davis
Title: Vice President

STATE OF N.C.

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 20 day of February, 2001 by Douglas T. Davis as Vice President of FIRST UNION NATIONAL BANK, a national banking association, on behalf of FIRST UNION NATIONAL BANK.

[NOTARY SEAL]

Lounda Gail Horn
Notary Public

My commission expires: 02/14/2005

SCHEDULE A

TRADEMARK

REGISTRATION NO.

DATE REGISTERED

Design Only	1681258	March 31, 1992
Design Only	1344509	June 25, 1985
Carolina Maiden	0778248	October 6, 1964