

07-20-2001



To the Honorable Commissioner

and original documents or copy thereof.

101784302

1. Name of conveying party(ies):
Malden Mills Industries, Inc.

Name: Special Value Investment Management, LLC

Internal Address: c/o Tannenbaum & Co., LLC

Street Address: Suite 210, 11100 Santa Monica Blvd.

City: Los Angeles State: CA ZIP: 90025

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Massachusetts
- Other _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware Limited Liability Company

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

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

3. Nature of conveyance:

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

Execution Date: June 15, 2001

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

Handwritten: UNO 7/16/01

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached list

See attached list

Additional numbers attached? Yes No

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

Name: John M. Cone

Internal Address: Akin Gump Strauss Hauer & Feld, LLP

Street Address: P. O. Box 688

City: Dallas State: TX ZIP: 75313-0688

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41) \$615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

07/20/2001 BTOM11 00000011 2352623

01 FC:481 40.00 OP
02 FC:482 575.00 OP

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.

John M. Cone
Name of Person Signing

Handwritten Signature
Signature

07/12/01
Date

Total number of pages including cover sheet, attachments, and document: 31

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

ADDITIONAL CONVEYING PARTIES

Independent Furniture Supply Co., Inc. – Massachusetts corporation

ADS Properties Corp. – Vermont corporation

AES Properties Corp. – Vermont corporation

Malden Mills Distributors Corp. – Massachusetts corporation

Malden Mills FSC, Inc. – a Virgin Islands corporation

Malden Mills of Canada Limited – Canadian corporation

Malden Mills GmbH – a German limited liability company

TRADEMARKS

Registrations

<u>Trademark</u>	<u>Registration No.</u>
AIR CORE TECHNOLOGY	2,352,623
AQUA SHELL	2,443,460
BUNNY BELLY	2,409,428
DYNAMIC CONTROL TECHNOLOGY	2,354,088
FLASHBACK	2,362,708
FLASHBACK TECHNOLOGY	2,339,061
POLARKIDS	2,368,329
POLARTEC HEAT	2,443,469
POLAR ZONE	1,890,580
POWER TOUCH	2,375,752
THERMAL PRO	2,413,228
WINDBLOC ACT	2,390,060
POLARTEC WIND PRO	2,460,383
WIND PRO	2,462,680

Applications

<u>Trademark</u>	<u>Application No.</u>
AIRCORE	76/112,593
HEAT	76/199,578
HEAT & Design	76/193,336
HOOD RIVER FLEECE	76/111,406
MALDEN MILLS GENUINE ORIGINAL	
POLARFLEECE & Design	75/635,227
POLARTEC HEAT - HEAT WARMTH	
ON DEMAND & Design	76/193,573
POWER SHIELD	76/204,749
POWER STRETCH-RX	75/852,336
SOFT SHELL	76/206,663
SUPER 200	75/544,934

**THIRD AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Third Amendment") is made as of June 15, 2001, by and among MALDEN MILLS INDUSTRIES, INC., a Massachusetts corporation ("Borrower"), INDEPENDENT FURNITURE SUPPLY CO., INC., a Massachusetts corporation ("IFS"), ADS PROPERTIES CORP., a Vermont corporation ("ADS"), AES PROPERTIES CORP., a Vermont corporation ("AES"), MALDEN MILLS DISTRIBUTORS CORP., a Massachusetts corporation ("Malden Distributors"), MALDEN MILLS FSC, INC., a Virgin Islands corporation ("FSC"), MALDEN MILLS OF CANADA LIMITED, a Canadian corporation ("Malden Canada"), and MALDEN MILLS GMBH, a German limited liability company ("Malden GmbH") (Borrower, IFS, ADS, AES, Malden Distributors, FSC, Malden Canada, and Malden GmbH being referred to collectively as "Grantors" and each individually as a "Grantor"), in favor of SPECIAL VALUE INVESTMENT MANAGEMENT, LLC, as agent (in such capacity, "Agent") for the lenders (collectively, "Lenders") under the Term Loan Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement dated as of October 28, 1999, as amended to date, by and among Grantors, the other credit parties party thereto, the lenders from time to time signatory thereto (the "Senior Lenders"), and General Electric Capital Corporation, as agent (in such capacity, "Senior Agent") for Senior Lenders (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Senior Agent and Senior Lenders are providing certain financial accommodations to or for the direct or indirect benefit of Grantors. The obligations of Grantors under the Credit Agreement and the other Loan Documents as defined therein (collectively, the "Senior Loan Documents") are secured by senior security interests in substantially all of the tangible and intangible assets of Grantors.

B. Grantors, Lenders and Agent are parties to that certain Term Loan Agreement dated as of October 28, 1999, as amended to date (such Term Loan Agreement, as so amended, the "Term Loan Agreement"), pursuant to which Agent and Lenders are providing financial accommodations to or for the benefit of Borrower upon the terms and conditions contained therein. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Term Loan Agreement shall be applied herein as defined or established therein.

C. Grantors and Agent are parties to that certain Patent, Trademark and Copyright Security Agreement dated as of October 28, 1999, as amended by that certain First Amendment to Patent, Trademark and Copyright Security Agreement dated as of May 26, 2000, and that certain Second Amendment to Patent, Trademark and Copyright Agreement dated as of December 27, 2000 (collectively, the "Patent, Trademark and Copyright Security Agreement"), pursuant to which each Grantor granted a Lien on the "Intellectual Property Collateral" (as

defined therein) to Agent, for the benefit of Agent and Lenders, in accordance with the terms thereof.

D. Grantors and Agent desire (I) to correct the reference to the registration number for the Polar Zone Trademark set forth in Part B of Schedule I to the Patent, Trademark and Copyright Security Agreement, and (II) to supplement Schedule I to the Patent, Trademark and Copyright Security Agreement, subject to the terms and conditions of this Third Amendment.

AGREEMENT

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

1. Confirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby ratifies and confirms, as of the date hereof, the continuing validity of the Liens granted by it under the Patent, Trademark and Copyright Security Agreement, as modified hereby.
2. Ratification and Incorporation of Patent, Trademark and Copyright Security Agreement. Except as expressly modified under this Third Amendment, (a) each Grantor hereby acknowledges, confirms and ratifies all of the terms and conditions set forth in, and all of its obligations under, the Patent, Trademark and Copyright Security Agreement, and (b) all of the terms and conditions set forth in the Patent, Trademark and Copyright Security Agreement are incorporated herein by this reference as if set forth in full herein.
3. Subordination. The parties hereto hereby acknowledge and agree that (a) the Liens now or hereafter held by Agent, for the benefit of Agent and Lenders, in and to any of the assets or property of any Grantor, including the Intellectual Property Collateral, are and shall be subject and subordinate in priority to the Liens now or hereafter held by Senior Agent, for benefit of Senior Agent and Senior Lenders, in and to any such assets or property, and (b) the rights of Agent and Lenders hereunder are subject and subordinate to the rights of Senior Agent and Senior Lenders under the Credit Agreement and the other Senior Loan Documents, in each case pursuant to the subordination provisions set forth in Section 9 of the Term Loan Agreement.
4. Amendments to Patent, Trademark and Copyright Security Agreement. The Patent, Trademark and Copyright Security Agreement is hereby amended as follows:
 - (a) Part B of Schedule I to the Patent, Trademark and Copyright Security Agreement is hereby amended by (i) deleting the reference to "1,391,494" as the Reg. No. for Polar Zone in the fifth row from the bottom of page 4 of the Trademarks/Trademark Registrations section thereof for Malden Mills Industries, Inc. and (ii) substituting "1,890,580" in lieu thereof so that after giving effect to such amendment such row appears as set forth in Appendix A hereto.
 - (b) Schedule I to the Patent, Trademark and Copyright Security Agreement is hereby supplemented by Supplement II attached hereto and made a part hereof.

5. Entire Agreement. This Third Amendment, together with the Patent, Trademark and Copyright Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Third Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the Patent, Trademark and Copyright Security Agreement shall remain in full force and effect.

6. Miscellaneous.

(a) Counterparts. This Third Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Third Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(b) Headings. Section headings used herein are for convenience of reference only, are not part of this Third Amendment, and are not to be taken into consideration in interpreting this Third Amendment.

(c) Recitals. The recitals set forth at the beginning of this Third Amendment are true and correct, and such recitals are incorporated into and are a part of this Third Amendment.

(d) Governing Law. This Third Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

(e) Effect. Upon the effectiveness of this Third Amendment, from and after the date hereof, each reference in the Patent, Trademark and Copyright Security Agreement to "this Agreement," "hereunder," "hereof," or words of like import shall mean and be a reference to the Patent, Trademark and Copyright Security Agreement as amended hereby and each reference in the other SCIL Documents to the Patent, Trademark and Copyright Security Agreement, "thereunder," "thereof," or words of like import shall mean and be a reference to the Patent, Trademark and Copyright Security Agreement as amended hereby.


(f) No Novation. Except as expressly provided in this Third Amendment, the execution, delivery, and effectiveness of this Third Amendment shall not (i) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Agent or any Lender under the Patent, Trademark and Copyright Security Agreement or any other SCIL Document, (ii) constitute a waiver of any provision in the Patent, Trademark and Copyright Security Agreement or in any of the other SCIL Documents, or (iii) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Patent, Trademark and Copyright Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(g) Conflict of Terms. In the event of any inconsistency between the provisions of this Third Amendment and any provision of the Patent, Trademark and Copyright Security Agreement, the terms and provisions of this Third Amendment shall govern and control.


IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

"Grantors"

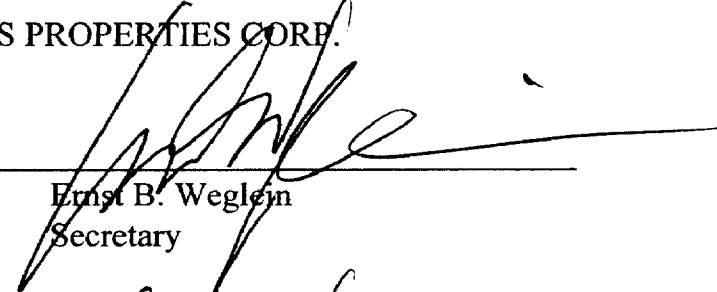
MALDEN MILLS INDUSTRIES, INC.

By: 
Aaron Feuerstein
President

INDEPENDENT FURNITURE SUPPLY CO., INC.

By: 
Aaron Feuerstein
President

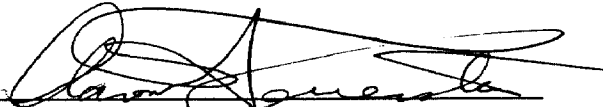
ADS PROPERTIES CORP.

By: 
Ernst B. Weglein
Secretary

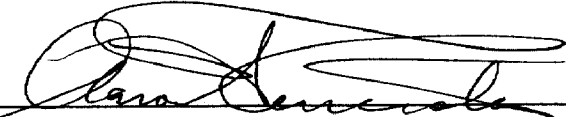
AES PROPERTIES CORP.

By: 
Ernst B. Weglein
Secretary

MALDEN MILLS DISTRIBUTORS CORP.


By: 
Aaron Feuerstein
President

MALDEN MILLS FSC, INC.

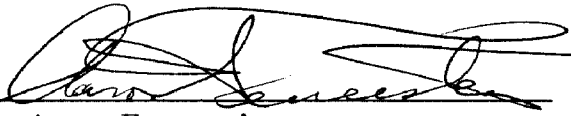
By: 
Aaron Feuerstein
President

[Signatures continued]

MALDEN MILLS OF CANADA LIMITED

By: 
Aaron Feuerstein
President

MALDEN MILLS GMBH

By: 
Aaron Feuerstein
Geschäftsführer

"Agent"

SPECIAL VALUE INVESTMENT
MANAGEMENT, LLC

By: _____
Name:
Title:

APPENDIX A

Assignor: Malden Mills Industries, Inc.

CLASS	COUNTRY	TRADEMARK	REG. NO.	REG. DATE
25	United States	Polar Zone	1,890,580	4/18/95

SUPPLEMENT II
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

(SEE ATTACHED)

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
<p>Three-Dimensional High-Low Bulk Spacer Fabric</p> <p>Application No. 09/044,623 - Date Filed: 3/19/1998</p> <p>Assignment Recorded Filing Receipt: Law Firm: Gottlieb Reference Number: 952/17 Issued Fee Paid: 3/29/2000 Patent No. 6,156,408 - Date Issued: 12/5/2000</p>											
<p>Double Face Warp Knit Fabric with Two-Side Effect</p> <p>Application No. 09/133,786 - Date Filed: 8/12/1998 Filing Receipt: Certified Copy Requested (2): 11/30/1999 Certified Copy Mailed: Assignment Recorded Amendments: - Date: 8/24/1998 Office Action: Preliminary 11/2/1998 1st Date: 8/23/1999 Response to Office Action: 11/12/1999 Date Mailed: Office Action: 4/14/2000 2nd Date: 2/3/2000 Response to Office Action: 4/19/2000 Office Action: 3rd Date: 7/18/2000 Response to Office Action: 8/24/2000 Law Firm: Gottlieb Reference Number: 952/18 Issue Fee Paid: 10/3/2000 Patent No. 6,196,032 - Date Issued: 3/6/2001</p>			98308768.5 10/27/1998								

TRADEMARK
 REF: 2381
 FRAME: 0978

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications with Face to Back Differentiation	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
Provisional Application No. - Date Filed Application No. - Date Filed Assignment Recorded Filing Receipt: Law Firm: Reference No. Patent No. - Date Issued	60/083,501 4/29/1998 09/108,985 7/11/1998 Gottlieb 952/23 Abandoned		98308622.4 10/21/1998 M & S					97299/1999 6/4/1999 Shimada			
Two Face Terry Knit Raised Surface Fabric with Face-to-Back Differentiation Continuation in Part of 09/108,985 filed 11/17/98								11/1/1998 Shimada			
Application No. - Date Filed Assignment Recorded Filing Receipt: Law Firm: Reference Number: Issued Fee Paid: Patent No. - Date Issued	09/193,208 11/17/1998 11/5/1998 Gottlieb 952/23 1/7/2000 6,082,147 7/4/2000										
Two Face Cut Loop Fabric											
Provisional Application No. - Date Filed Patent Application No. - Date Filed Assignment Recorded Assignment: - Date: Office Action: - Date: Office Action: - Date: Response to Office Action:	60/083,669 4/29/1998 09/152,965 9/14/1998 9/3/1998 Preliminary 1/4/1999 1st 4/7/1999 2nd 1/19/2000 Final		98309527.4 11/20/1998 Preliminary 1/4/1999 1st 4/7/1999 2nd 1/19/2000 Final								

REEL: 2331 FRAME: 0979

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
- Date: - Date Mailed Filing Receipt: Law Firm: Issue Fee Paid: Reference Number: Patent No. - Date Issued	4/13/2000 Gottlieb 6/20/2000 952/26 6,131,419 10/17/2000		4/13/2000 6/15/2000 M & S								
Antimicrobial Enhanced Knit Fabric											
Application No. - Date Filed: Filing Receipt Certified Copy Requested (2) Certified Copy Mailed: Assignment Recorded Amendments: - Date: Date Mailed: Office Action: - Date: Response to Office Action: Office Action: - Date: Response to Office Action: Date Mailed: Law Firm: Reference No. Issue Fee Paid Patent No. Date Issued:	09/219,920 12/23/1998 12/23/1998 8/31/1999 2/18/1999 Preliminary 1/27/1999 1st 4/21/2000 5/24/2000 2nd 8/4/2000 Gottlieb 952/28 10/3/2000 6,194,332 2/27/2001		99310489.2 12/23/1999 9/21/1999 Preliminary 1/27/1999 2/24/2000 1st 4/21/2000 5/24/2000 6/14/2000 M&S					70194/1999 3/16/1999 9/21/1999 Preliminary 1/27/1999 2/24/2000 1st 4/21/2000 5/24/2000 6/14/2000 Shimada			
Three-Dimensional Sport Medical/Support Spacer Fabric (Brace) Continuation of Three-Dimensional Knit Spacer Fabric for Footwear & Backpacks 08/839,297 filed 4/17/97											
Application No. Date Filed: Assignment Recorded: Amendments:	09/209,524 12/10/1998 4/2/1997 Preliminary										

REEL: 2331 FRAME: 0980

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
<p>Date: 1/6/1999</p> <p>Office Actions: Disclaimer 6/14/2000</p> <p>Filing Receipt: 1/7/1999</p> <p>Law Firm: Gottlieb 952/30</p> <p>Reference Number: 7/18/2000</p> <p>Issue Fee Paid: 6,116,059</p> <p>Patent No. 9/12/00</p>											
<p>Double Face Warp Knit Fabric with Two-Side Effect-Utility</p> <p>Continuation of 09/133,786</p>											
<p>Application No. 09/438,241</p> <p>Date Filed: 11/12/1999</p> <p>Filing Receipt: 12/8/1999</p> <p>Assignment Recorded</p> <p>Amendments:</p> <p>Date:</p> <p>Office Actions: 1st 2/200</p> <p>Date: 4/25/2000</p> <p>Response to Office Action 2nd 7/18/2000</p> <p>Office Actions: 8/24/2000</p> <p>Date: 7/18/2000</p> <p>Response to Office Action 8/24/2000</p> <p>Law Firm: Gottlieb 952/32</p> <p>Reference Number: 10/3/2000</p> <p>Issue Fee Paid: 6,199,410</p> <p>Patent No. 3/13/2001</p> <p>Date Issued:</p>											
<p>TRADE MARK</p> <p>Improved Double Knit Fabric with Moisture Management</p> <p>Improved Thermal Insulation</p> <p>Application No. 09/624,660</p> <p>Date Filed: 7/25/2000</p> <p>Assignment Recorded 8/25/2000</p> <p>Filing Receipt:</p> <p>Law Firm: Goudreau 952/33</p> <p>Reference Number:</p> <p>Patent No.</p> <p>Date Issued:</p>		2/13/2001	2/13/2001					66473/01 3/9/2001			
<p>Double Face Terry Knit Raised Surface Fabric with Face-to-Back Differentiation</p>											

Part A - Patents
Patents and Patent Applications

U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
Patents and Patent Applications Continuation in Part of 09/108,985 filed 11/17/98 Application No. 09/546,351 Date Filed 4/7/2000 Assignment Recorded 5/2/2000 Filing Receipt: 4/7/2000 Law Firm: Gottlieb Reference Number: 952/35 Reference Fee Paid: 8/30/2000 Patent No. 6,164,095 Date Issued 12/26/2000	2/13/2001 Goudreau	2/13/2001 M & S					57018/2001 3/1/2001 Shimada			
Antimicrobial Enhanced Knit Fabric-Continuation in Part of 09/219,920 Application No. 09/624,824 Date Filed: 7/25/2000 Filing Receipt 7/25/2000 Assignment Recorded 9/28/2000 Amendments: Date: Office Actions: Date: Law Firm: Gottlieb Reference No. 952/36 Patent No. Date Issued:	2/19/2001 Goudreau	2/19/2001 M & S					79846/2001 3/21/2001 Shimada			
Composite Sweatshirt Fabric Application No. 07/704,781 Date Filed: 5/23/1991 Filing Receipt: 5/23/1991 Assignment Recorded Law Firm: Gottlieb Reference No. 5,312,667 Patent No. 5,171,994 Date Issued:	2,061,584 2/20/1992 9/23/1992 Goudreau	92304661.9 5/22/1992 M & S Pending	515206 9/12/1996	515206 5/22/1992 69212900.6-08		515206 7/19/1996	515206 5/20/1992 Shimada Abandoned 10/9/1996	515206 8/29/1996	515206	
Composite Undergarment Fabric Application No. 07/981,321 Date Filed: 11/24/1992	2,108,184 10/12/1993	93309300.7 11/22/1993					3182273 11/3/1993		2126634T3	

REEL: 2331 FRAME: 0982

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
Filing Receipt Assignment Recorded Law Firm: Reference No. Patent No. - Date Issued:	1/27/1993 Gottlieb 5,344,698 9/6/1994	5/10/1994 Goudreau Reinstated	M & S EP0599587B1 1/27/1999					Shimada 3182273 4/2/2001			
Drappable Water Vapor Permeable Wind & Water Resistant Composite Fabric & Method Cont.-in-part of 07/422,850 filed 10/17/89 Divisional of 90,123,862.6	07/468,027 1/22/1990 Gottlieb 5,126,182 6/30/1992	2,019,474 6/21/1990 Goudreau 1/25/1991 Goudreau	95120031 12/11/1990 EBW do not renew 2/18/2000 Revived 2/00 EP0445394B1 7/10/1996	445394 8/30/1996	445394 6/19/1996	445394 2/6/1998	445394 7/15/1996	174643/90 7/3/1990 11/18/1998 Shimada do not proceed		445394 7/26/1996	445394 1/22/1998
Method for Constructing a Double Faced Fabric	08/507,800 7/26/1995 9/6/1995 Gottlieb	2,156,232 8/16/1995 Goudreau	95305933.4 8/24/1995 M & S EPO756030A1								
Application No. - Date Filed: Assignment Recorded Filing Receipt: Law Firm: Reference Number: Patent No. - Date Issued:											
Method & Apparatus for Treating Sweat Like Fabric which is Simultaneously Embossed and Perforated	07/679,676 4/4/1991 Gottlieb Abandoned	2,061,582 2/20/1992 Goudreau did not pay	91308624.5 9/23/1991 M & S Allowed to					110652/92 4/4/1992 Sep-95 Allowed to			

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications - Date Issued:	U. S.	Canada maintenance	European lapse	France	Germany	H. Kong	Italy	Japan lapse	Poland	Spain	United Kin
Three Dimensional Knit Spacer Fabric for Bed Pads	08/837,380 4/17/1997 4/2/1997 Gottlieb 5,817,391 10/6/1998		98308001.1 10/1/1998 M & S								
Three Dimensional Knit Spacer Fabric for Footwear & Backpacks	08/839,297 4/17/1997 Gottlieb 5,896,758 4/27/1999		983083833 10/14/1998 M & S								
Windproof & Water Resistant Composite Fabric with Barrier	07/788,913 11/7/1991 11/7/1991 Gottlieb 5,204,156 4/20/1993	2,068,945 5/19/1992 12/18/1992 Goudreau 2068945 9/14/1999	92305861.4 6/25/1992 M & S 0541206B1 10/27/1999		69230210.71			308016/92 10/22/1992 Shimada suspended 7/95 rejected 12/7/95			
Windproof & Water Resistant Composite Fabric with Barrier is continuation of 07/788,913	08/163,021 12/6/1993 3/29/1994	2,137,341 12/5/1994 6/25/1995	94309087.8 12/6/1994 Abandoned					329793/94 12/6/1994			

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
Application No. 09/347,825 - Date Filed: 7/2/1999 Filing Receipt: 7/2/1999 Certified Copy Requested (2): 2/28/2000 Certified Copy Mailed: Assignment Recorded: 10/6/1999 Amendments: - Date: Office Actions: - Date: Law Firm: F & R Reference Number: 005001 Patent No. - Date Issued:			305440 2/22/2000 3/9/2000 M & S					80651/2000 3/22/2000 3/9/2000 Shimada			
Stretch Windbreaker CIP of 09/347,825											
Application No. - Date Filed: Filing Receipt: Assignment Recorded Amendments: - Date: Office Actions: - Date: Law Firm: F & R Reference Number: 005002 Patent No. - Date Issued:											
Elastic Resistance Heating/Warming (a.k.a. (Embroidered), Related to 09/296,375 and 09/298,722											
Application No. 09/592,235 - Date Filed: 06/12/00 Filing Receipt: 06/12/00 Assignment Recorded: 08/16/00 Amendments: - Date: Office Actions: - Date: Law Firm: F & R		5/18/2001	5/18/2001					5/18/2001			

REEL: 2331 FRAME: 0985

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications Reference Number: Patent No.	U. S. 006001	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
Electric Resistance Heating/Warming Fabric Articles	Application No. 09/761,791 Date Filed: 1/17/2001 Assignment Recorded: Filing Receipt: Amendments: Date: Office Actions: Date: Law Firm: F & R Reference Number: 006002 Patent No.										
Fabric with Surface and Contrasting Colors	Application No. 09/619,937 Date Filed: 7/20/2000 Assignment Recorded: Amendments: Date: Office Actions: Date: Filing Receipt: Law Firm: F & R Reference Number: 007001 Patent No. Date Issued										
Electric Heating and Warming Fabric Articles (Electric Heating Blanket/Yarns) (Blanket #2) of Variation in part of 09/296,375	Application No. 09/468,627 Date Filed: 12/21/1999 Filing Receipt: 2/14/2000 Assignment Recorded: 12/21/1999 Date: Office Actions: Ist										

REEL: 2331 FRAME: 0986

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
- Date: Response to office Action In Office Action Law Firm: Reference Number: Issue Fee Paid: Patent No. - Date Issued	7/25/2000 9/21/2000 10/17/2000 F & R 008001 1/9/2001 6,216,111 4/10/2001										
Electric Heating/Warming Fabric Blanket (Laminate)											
Articles Div. of 09/468,62Z Application No. - Date Filed: Filing Receipt: Assignment Recorded Amendments: - Date: Office Actions: - Date: Response to office Action Law Firm: Reference Number: Issue Fee Paid: Patent No. - Date Issued	09/703,089 10/31/2000 1/29/2001										
Electric Heating/Warming Fabric Articles (Provisional) Printed CIP											
Provisional Application No. - Date Filed: Filing Receipt: Application No. - Date Filed: Assignment Recorded: Amendments: - Date: Office Actions: - Date: Law Firm:	2/23/2001										

REF ID: A66111
TRADEMARK
REEL: 2331 FRAME: 0987

Part A - Patents
Patents and Patent Applications

	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
Patents and Patent Applications Reference Number:	U. S. 010P02										
Patent No.											
- Date Issued:											
<p>Electric Heating and Warming Fabric Articles (Woven Bus heating pad, weather knit elastic) DIV of 09/296.375, CIP 09/395.326, 09/468.627, 09/592.235</p>											
Provisional Application No.											
- Date Filed:											
Filing Receipt											
Assignment Recorded											
Amendments:											
- Date:											
Office Actions:											
- Date:											
Law Firm:	F & R										
Reference No.	012001										
Patent No.											
- Date Issued:											
Application No.	09/697,100										
- Date Filed:	10/26/2000										
Filing Receipt:	1/4/2001										
Assignment Recorded	10/26/2000										
Preliminary Drawings	2/23/2001										
Response to Restriction Requirement w/formal drawings	3/16/2002										
Date:											
Office Actions:	1st										
- Date:	3/2/2001										
Law Firm:	F & R										
Reference Number:	013001										
Patent No.											
- Date Issued:											
<p>Electric Heating/Warming Fabric Articles DIV of 09/395.326 which is DIV of 09/296.375 now abandoned, CIP of 09/468.627 and CIP of 09/592.235</p>											

REEL: 2331 FRAME: 0988

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
Application No. - Date Filed: Filing Receipt: Assignment Recorded Preliminary Drawings Amendments: - Date: Office Actions: - Date: Law Firm: Reference Number: Patent No. - Date Issued	3/22/2001 F & R 013002										
Three-Dimensional Composite Fabric Articles (Brace)											
CIP of 09/303,586 & 09/205,524 Continuation of 08/839,297 - Application No. - Date Filed: Assignment Recorded Issued Fee Paid: Filing Receipt: Law Firm: Reference Number: Patent No. - Date Issued:											
Electric Heating Warming Fabric Article (Metal Stamping)											
Provisional Application No. Date Filed: Assignment Recorded: Amendments: - Date: Office Actions: - Date: Law Firm: Reference Number: Issue Fee Paid: Patent No.	60/261,544 1/12/01 020P01										

REEL: 2331 FRAME: 0989

Part A - Patents
Patents and Patent Applications

Patents and Patent Applications	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
- Date Issued:											
Heating/Warming Textile Article with Phase Change Components											
Provisional Application No.	60/238,915										
- Date Filed:	10/10/2000										
Assignment Recorded											
Amendments:											
- Date:											
Office Actions:											
- Date:											
Filing Receipt:											
- Date:											
Law Firm:	F & R										
Reference Number:	021P01										
Patent No.											
- Date Issued:											
EMI Shielding											
Provisional Application No.											
- Date Filed:	1/26/2001										
Assignment Recorded:											
Amendments:											
- Date:											
Office Actions:											
- Date:											
Law Firm:											
Reference Number:	022P01										
Issue Fee Paid:											
Patent No.											
- Date Issued:											
Electric Heating/Warming Fibrous Articles CIP of 09/697.100											
Provisional Application No.											
- Date Filed:	2/23/2001	2357673	003001930								
Assignment Recorded:		Goudreau	M & S								
Amendments:		2/21/2001	2/21/2001								
- Date:											
Office Actions:											
- Date:											
Law Firm:	F & R										
Reference Number:	024001										
								47156/2001			
								Shimada			
								2/21/2001			

**Part A - Patents
Patents and Patent Applications**

	U. S.	Canada	European	France	Germany	H. Kong	Italy	Japan	Poland	Spain	United Kin
Patents and Patent Applications											
Issue Fee Paid:											
Patent No.											
- Date Issued:											
Double Face/Velour Fleece Articles having Improved Dynamic Insulation Windbreaker GIP of 09/347,825											
Application No.											
- Date Filed:											
Filing Receipt:											
Assignment Recorded											
Amendments:											
- Date:											
Office Actions:											
- Date:											
Law Firm:	F & R										
Reference Number:	025001										
Patent No.											
- Date Issued:											

**TRADEMARK
REEL: 2331 FRAME: 0991**

SUPPLEMENT II
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART B)

TRADEMARKS

(SEE ATTACHED)

**Part B - Trademarks
Trademark Registrations**

**MALDEN MILLS INDUSTRIES, INC.
SCHEDULE OF U.S. TRADEMARK REGISTRATIONS**

Owner	Exclusive Licensee	MARK	REG. NO.	Registration DATE	Sec 8 & 15 Due	Renewal-Sec 8 & 9
MM		AIR CORE TECHNOLOGY	2,352,623	May 23, 2000	May 23, 2006	May 23, 2010
MM		AQUA SHELL	2,443,460	April 10, 2001	April 10, 2007	April 10, 2011
MM		BUNNY BELLY	2,409,428	November 28, 2000	November 28, 2006	November 28, 2010
MM		DYNAMIC CONTROL TECHNOLOGY	2,354,088	May 30, 2000	May 30, 2006	May 30, 2010
MM		FLASHBACK	2,362,708	June 27, 2000	June 27, 2006	June 27, 2010
MM		FLASHBACK TECHNOLOGY	2,339,061	April 4, 2000	April 4, 2006	April 4, 2010
IFS		JACKSON CREEK	2,200,274	October 27, 1998	October 27, 2004	October 27, 2008
IFS		JACKSON CREEK AND DESIGN	2,130,401	January 20, 1998	January 20, 2004	January 20, 2008
ADS		POLARKIDS	2,368,329	July 18, 2000	July 18, 2006	July 18, 2010
ADS		POLARTEC HEAT	2,443,469	April 10, 2001	April 10, 2007	April 10, 2011
ADS		POLARTEX	2,355,135	June 6, 2000	June 6, 2006	June 6, 2010
ADS		POLAR WEAR	2,368,328	July 18, 2000	July 18, 2006	July 18, 2010
#MM	CSF Corp.	POLAR ZONE	1,890,580	April 18, 1995		April 18, 2005
MM		POWER TOUCH	2,375,752	August 8, 2000	August 8, 2006	August 8, 2010
MM		THERMAL PRO	2,413,228	December 12, 2000	December 12, 2006	December 12, 2010
MM		WINDBLOC ACT	2,390,060	September 26, 2000	September 26, 2006	September 26, 2010

Licensee	MARK	REG. NO.	Part 8 & 15 Due	Renewal-Sec 8 & 9
# By Assignment	<ul style="list-style-type: none"> •Registered prior to 11/16/89 remain in effect for 20 years •Registered after 11/16/89 remain in effect for 10 years. <p>*Section 8 and 15 Declarations filed on time</p> <p>** Accepted</p> <p>1 on time</p> <p>2 late</p>	Trademarks & 15 Due		
Trademark Registrations				

Part B - Trademarks (Trademark Applications)

MALDEN MILLS INDUSTRIES, INC.
SCHEDULE OF UNITED STATES TRADEMARK APPLICATIONS

OWNER	LICENSEE	MARK	CLASS	SERIAL NO.	FILED	NEXT RESPONSE DUE	NOTICED
MM		AIRCORE	24/25	76/112,593	## August 21, 2000		
		HEAT	24/25	76/199,578	* January 26, 2001		
ADS		HEAT & DESIGN	24/25	76/193,336	* January 16, 2001		
MM		HOOD RIVER FLEECE	24/25	76/111,406	* August 18, 2000		
MM		Malden Mills Genuine Original Polarfleece & Design	24	75/635,227	* February 5, 1999	### August 22, 2000	Sent in Petition
ADS		POLARTEC HEAT - HEAT Warmth on Demand & Design	24/25	76/193,573	* January 16, 2001		
ADS		POLARTEC WIND PRO	24	75/792,850	* September 7, 1999	### December 27, 2000	Accepted
ADS		POWER SHIELD	24	76/204,749	* February 5, 2001		
ADS		POWER STRETCH-RX	10/24/28	75/852,336	* November 18, 1999	### April 24, 2001	300 for 3 classes
		SOFT SHELL	24	76/206,663	* February 5, 2001		
MM		SUPER 200	24	75/544,934	* August 28, 1998	### January 4, 2001	Sent in Petition
MM		WIND PRO	24	75/792,864	* September 7, 1999	### February 29, 2001	Accepted

TRADEMARK

*Intent-to-Use Application
**6 Month Extension Filing
#Amendment Alleging Use Filed
##In-Use Application
###Statement of Use Filed

SUPPLEMENT II
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART C)

COPYRIGHTS

(SEE ATTACHED)