



10-04-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



102241346

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

AlbaHealth, LLC

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 6, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent Internal Address:

Street Address: 401 Merritt Seven, 2nd Floor

City: Norwalk State: CT Zip: 06856

- 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 registration number(s):

A. Trademark Application No.(s) 76/292,432 and 76/426,654

B. Trademark Registration No.(s) See Attached.

Additional number(s) attached Yes No

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

Name: Kristine L. Ouimet, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41):

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

10/04/2002 DBYRNE 00000001 76292432

01 FC:481 40.00 OP 02 FC:482 300.00 OP Kristine L. Ouimet

Name of Person Signing

Signature

9/30/02

Date

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

21

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

Guidelines for Completing Trademarks Cover Sheets

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an assignee not domiciled in the United States, a designation of domestic representative is required. Place a check mark in appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

Item 3. Nature of Conveyance.

Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. Enter the execution date of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and trademark against which the document is recorded.

Item 8. Deposit account Number.

Enter the deposit account number to authorize charges. Attach a duplicate copy of cover sheet to be used for the deposit charge account transaction.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, Crystal Gateway 4, Room 310, 1213 Jefferson Davis Highway, Arlington, Va. 22202. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231.

EXHIBIT B
to
TRADEMARK RECORDATION FORM COVER SHEET

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>U.S. Trademark Application No.</u>	<u>Filing Date</u>
AlbaHealth, LLC	ALBAHEALTH	76/292,432	07/31/01
AlbaHealth, LLC	“C.A.L.M.”	76/426,654	

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
AlbaHealth, LLC	BABY BOGGAN	U.S. Trademark Registration No. 1,386,098	03/11/86
AlbaHealth, LLC	CARE SOX	U.S. Trademark Registration No. 2,083,980	07/29/97
AlbaHealth, LLC	CARE-STEPS	U.S. Trademark Registration No. 1,384,457	02/25/86
AlbaHealth, LLC	CASTMATE	U.S. Trademark Registration No. 1,675,773	02/18/92
AlbaHealth, LLC	COPLEX	U.S. Trademark Registration No. 1,198,591	06/22/82
AlbaHealth, LLC	FASHION-TREAD	U.S. Trademark Registration No. 1,524,667	02/14/89
AlbaHealth, LLC	LIFE SPAN	U.S. Trademark Registration No. 1,244,329	07/05/83
AlbaHealth, LLC	PAS	U.S. Trademark Registration No. 1,510,839	11/01/88
AlbaHealth, LLC	PULSTAR and design	U.S. Trademark Registration No. 2,180,695	08/11/98
AlbaHealth, LLC	SPEED-ROLL	U.S. Trademark Registration No. 1,134,527	05/06/80
AlbaHealth, LLC	XSPAN and design	U.S. Trademark Registration No. 1,177,052	11/10/81



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this “Intellectual Property Security Agreement”), dated as of September 6, 2002, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, “Grantors” and each, a “Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (“Agent”) for itself and the lenders from time to time party to the Credit Agreement described below (“Lenders”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among AlbaHealth, LLC, a Delaware limited liability company (the “Borrower”); the other Credit Parties signatory thereto; General Electric Capital Corporation, for itself, as a Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the “Intellectual Property Collateral”):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of its Patents or Patents licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any of its Trademarks or Trademarks licensed under any Trademark License, (D) injury to the goodwill associated with any of its Trademarks or any Trademarks licensed under any Trademark License, (E) infringement or dilution of any of its Copyrights or Copyrights licensed under any Copyright License, and (F) injury to the goodwill associated with any of its Copyrights or any Copyrights licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. RIGHTS AND REMEDIES. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby

acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantor hereunder shall be the Borrower. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALBAHEALTH, LLC

By: Dan Mesika
Name: DAN MESIKA
Title: CEO

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name:
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALBAHEALTH, LLC

By: _____

Name:

Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Peter D. Binski

Name: Peter D. Binski

Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF NC)

COUNTY OF Burke)

ss.

On this 5th day of Sept., 2002 before me personally appeared Dan Mesika, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ALBAHEALTH, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Kristi B. Arambelin
Notary Public

{seal}

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Issue Date</u>
AlbaHealth, LLC	Wrap for Impregnated Dressing	U.S. Patent No. 4,557,381	12/10/85
AlbaHealth, LLC	Pulsatile Anti-Embolism Stocking	U.S. Patent No. 5,814,003	09/29/98

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Filing Date</u>
NONE			

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE			

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
AlbaHealth, LLC	BABY BOGGAN	U.S. Trademark Registration No. 1,386,098	03/11/86
AlbaHealth, LLC	CARE SOX	U.S. Trademark Registration No. 2,083,980	07/29/97
AlbaHealth, LLC	CARE-STEPS	U.S. Trademark Registration No. 1,384,457	02/25/86
AlbaHealth, LLC	CASTMATE	U.S. Trademark Registration No. 1,675,773	02/18/92
AlbaHealth, LLC	COPLEX	U.S. Trademark Registration No. 1,198,591	06/22/82
AlbaHealth, LLC	FASHION-TREAD	U.S. Trademark Registration No. 1,524,667	02/14/89
AlbaHealth, LLC	LIFE SPAN	U.S. Trademark Registration No. 1,244,329	07/05/83
AlbaHealth, LLC	PAS	U.S. Trademark Registration No. 1,510,839	11/01/88
AlbaHealth, LLC	PULSTAR and design	U.S. Trademark Registration No. 2,180,695	08/11/98
AlbaHealth, LLC	SPEED-ROLL	U.S. Trademark Registration No. 1,134,527	05/06/80
AlbaHealth, LLC	XSPAN and design	U.S. Trademark Registration No. 1,177,052	11/10/81

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>U.S. Trademark Application No.</u>	<u>Filing Date</u>
AlbaHealth, LLC	ALBAHEALTH	76/292,432	07/31/01
AlbaHealth, LLC	"C.A.L.M."	76/426,654	

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE			

IV. TRADE NAMES AND PRODUCT LABELS

<u>Grantor</u>	<u>Trade Name or Product Label</u>
AlbaHealth, LLC	Trade Name "AlbaHealth, LLC"
AlbaHealth, LLC	Trade Name "AlbaHealth"

AlbaHealth, LLC

Product Label “AlbaHealth, a company jointly owned by the TechStyles Division of Encompass Group, L.L.C. and Alba-Waldensian, Inc.”

STM/230663

TRADEMARK
REEL: 002593 FRAME: 0194

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of [_____] , 2002 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between AlbaHealth, LLC, as Grantor and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title:

SCHEDULE A

TRADEMARKS

1. U.S. Trademark Registration No. 1,386,098 for "BABY BOGGAN"
2. U.S. Trademark Registration No. 2,083,980 for "CARE SOX"
3. U.S. Trademark Registration No. 1,384,457 for "CARE-STEPS"
4. U.S. Trademark Registration No. 1,675,773 for "CASTMATE"
5. U.S. Trademark Registration No. 1,198,591 for "COPLEX"
6. U.S. Trademark Registration No. 1,524,667 for "FASHION-TREAD"
7. U.S. Trademark Registration No. 1,244,329 for "LIFE SPAN"
8. U.S. Trademark Registration No. 1,510,839 for "PAS"
9. U.S. Trademark Registration No. 2,180,695 for "PULSTAR" and design
10. U.S. Trademark Registration No. 1,134,527 for "SPEED-ROLL"
11. U.S. Trademark Registration No. 1,177,052 for "XSPAN"
12. U.S. Trademark Application Serial No. 76/292,432 for "ALBAHEALTH"
13. U.S. Trademark Application Serial No. 76/426,654 for "C.A.L.M."

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Assignment"), dated as of September 6, 2002, by Alba-Waldensian, Inc., a Delaware corporation ("Assignor"), to AlbaHealth, LLC, a Delaware limited liability company ("Assignee").

BACKGROUND

A. Assignor, having a principal place of business at 201 St. Germain Avenue S.W., Valdese, North Carolina 28690, owns the trademarks and/or trademark applications identified in Schedule A hereto (the "Trademarks"); and

B. Assignee, having a principal place of business at 425 North Gateway Avenue, Rockwood, Tennessee 37854, desires to acquire Assignor's entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration based in whole or in part upon said Trademarks, and the right to renew the trademark registrations and any trademark registrations which may issue from any applications included in the Trademarks, and all convention and treaty rights based on the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to transfer all of said Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

3. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, the Assignor's right, title and interest in and to the Trademarks.

4. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same assignment and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment effective as of the date first above written.

ASSIGNOR:

ALBA-WALDENSIAN, INC.

By: Dan Mesika
Name: DAN MESIKA
Title: CEO

Sworn to me this 6 day of 9, 2002.

Linda J. Brittain
Notary Public

ASSIGNEE:

ALBAHEALTH, LLC

By: Dan Mesika
Name: DAN MESIKA
Title: CEO

Signature page to the Trademark Assignment

SCHEDULE A

TRADEMARKS

1. U.S. Trademark Registration No. 1,386,098 for "BABY BOGGAN"
2. U.S. Trademark Registration No. 2,083,980 for "CARE SOX"
3. U.S. Trademark Registration No. 1,384,457 for "CARE-STEPS"
4. U.S. Trademark Registration No. 1,675,773 for "CASTMATE"
5. U.S. Trademark Registration No. 1,198,591 for "COPLEX"
6. U.S. Trademark Registration No. 1,524,667 for "FASHION-TREAD"
7. U.S. Trademark Registration No. 1,244,329 for "LIFE SPAN"
8. U.S. Trademark Registration No. 1,510,839 for "PAS"
9. U.S. Trademark Registration No. 2,180,695 for "PULSTAR" and design
10. U.S. Trademark Registration No. 1,134,527 for "SPEED-ROLL"
11. U.S. Trademark Registration No. 1,177,052 for "XSPAN"
12. U.S. Trademark Application Serial No. 76/292,432 for "ALBAHEALTH"
13. U.S. Trademark Application Serial No. 76/426,654 for "C.A.L.M."

NY—595654