

10-28-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102261983 ▼ ▼ ▼ ▼

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

10.28.02

1. Name of conveying party(ies):
FIELDCREST CANNON, INC.

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

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

2. Name and address of receiving party(ies)
Name: CONGRESS FINANCIAL CORPORATION
Internal _____ as Agent
Address: _____

Street Address: 1133 Avenue of the Americas
City: New York State: NY Zip: 10036

 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 5/24/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
 N/A
B. Trademark Registration No.(s) _____
 1,994,149

Additional number(s) attached Yes No

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

Internal Address: _____
 Otterbourg, Steindler, Houston & Rosen, L.P.

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Helen M. Linehan
Name of Person Signing

Helen M. Linehan 10/25/02
Signature Date

Total number of pages including cover sheet, attachments, and document: 34

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

TRADEMARK
REEL: 002605 FRAME: 0407

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS OF
FIELDCREST CANNON, INC.

I. Domestic Trademarks

Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
FIELDCREST	25 F-6975 B	Reg 1,994,149	13 Aug 96	8 & 15 due 13 Aug 02 Renew 13 Aug 06

II. Foreign Trademarks

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Abu Dhabi	COTTON FRESH	24 F 6355 B	Reg 15,247	22 Apr 96	Renew 22 Apr 06
Argentina	CANNON & DEVICE	24 F 1770 B	Reg 1,360,622	21 Sep 89	Renew 13 Oct 09
Argentina	ROYAL FAMILY	24 F 1604 B	Reg 1,230,983	14 Apr 87	Renewal 14 Apr 07
Argentina	MONTICELLO	24 F 1771 B	Reg 1,020,268	03 Apr 81	Renew 31 May 03
Argentina	ST. MARYS	24 F 5324 AB	Reg 1,774,127	09 Feb 2000	Renew 09 Feb 10
Argentina	ROYAL VELVET	24 F 7411 B	Reg 1 624 226	27 Dec 96	Renew 27 Dec 06
Argentina	FIELDCREST	24, 27 F 11761	Reg 1 653 692	22 Dec 97	Renew 22 Dec
Australia	ST. MARYS Logo	24 F 19550	Reg B 276,552	04 Mar 74	Renew 04 Mar 09
Australia	FIELDCREST	24 SL 101413	Reg A 186,786	23 Mar 64	Renew 23 Mar 09
Australia	CANNON DEVICE	24 F 1551 B	Reg A 420,104	21 Dec 84	Renew 21 Dec 05
Australia	CANNON & DEVICE	25 F 1544 B	Reg A 420,110	21 Dec 84	Renew 21 Dec 05
Australia	CANNON & DEVICE	24 F 1546 B	Reg A 169,373	25 Sep 61	Renew 25 Dec 06
Australia	CANNON & DEVICE	27 F 1545 B	Reg A 420,111	21 Dec 84	Renew 21 Dec 05
Australia	ROYAL VELVET	24 F 9239 AB	Reg A 419,924	18 Dec 84	Renew 18 Dec 05
Australia	MONTICELLO	24 F 1507 B	Reg B 496,836	16 Oct 88	Renew 06 Oct 09
Austria	CANNON & DEVICE	24, 25, 27 F 1775 B	Reg 75,701	06 Nov 73	Renew 30 Nov 03
Austria	ST. MARYS	24, 27 F 20218	Reg 83,347	04 Aug 76	Renew 31 Aug 06
Austria	FIELDCREST	3, 15, 41 F 11762	Reg 52,393	31 May 84	Renew 31 May 04
Austria	ROYAL VELVET	24 F 4929 AB	Reg 92,993	08 Feb 90	Renew 28 Feb 10

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated as of May ~~21~~, 2002, is by and between FIELDCREST CANNON, INC., a Delaware corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, in its capacity as agent ("Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and between Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles, service marks and designs and all

applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles, service marks and designs, and all renewals and re-registrations thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under this Agreement, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security

interest and conditional assignment granted hereunder. Except as set forth in the Loan Agreement, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(d) below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office. Secured Party shall provide to Debtor, promptly upon receipt thereof, file-stamped copies of such financing statements (or similar documents) and such other agreements filed with the Commissioner of Patents and Trademarks; however, the failure of Secured Party to provide such items to Debtor shall in no way affect the agreements and obligations of Debtor pursuant to this Agreement or any of the other Financing Agreements.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder upon the occurrence of an Event of Default and for so long as same is continuing.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and collateral assignment of such Trademark in favor of Secured Party.

(h) Except as set forth in the Loan Agreement, Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of three (3) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default, or event, act or condition which with notice or passage of time or both would constitute an Event of Default, shall exist or have occurred as of such time; provided, further, that, if such Trademark has value, Debtor shall sell or otherwise transfer such Trademark and remit all proceeds from such sale or transfer to Secured Party for application to the Obligations. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark

Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which materially infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under any other Financing Agreement:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may reasonably determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof,

including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed

to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, ten (10) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Fieldcrest Cannon, Inc.
One Lake Circle Drive
Kannapolis, North Carolina 28081
Attention: Vice President and Treasurer
Telephone No.: 704-939-2976
Telecopy No.: 704-939-4441

With copies to: Fieldcrest Cannon, Inc.
c/o Pillowtex Corporation
4111 Mint Way
Dallas, Texas 75237-1605
Attention: John F. Sterling, Esq.
Telephone No.: 214-333-3225
Telecopy No.: 214-467-0823

-and-

Jones, Day, Reavis & Pogue
2727 North Harwood Street
Dallas, Texas 75201-1515
Attention: Thomas E. Gillespie, Esq.
Telephone No.: 214-969-5076
Telecopy No.: 214-969-5100

If to Secured Party
and Lenders: Congress Financial Corporation
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager
Telephone No.: 212-840-2000
Telecopy No.: 212-545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as

amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. As used herein, "Payment in full" or "payment in full" shall mean the indefeasible payment and satisfaction in full in cash or other immediately available funds (except as Secured Party may otherwise specifically agree in writing and, in any event, subject to the second sentence of Section 10.2(b) of the Loan Agreement) of all of the Obligations and the termination of the financing arrangements provided by Secured Party and Lenders to Debtors and certain of its affiliates. If after receipt of any payment of, or proceeds of collateral applied to the payment of, any of the Obligations, Secured Party or any Lender is required to surrender or return such payment or proceeds to any person for any reason, then the Obligations intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Agreement shall continue in full force and effect as if such payment or proceeds had not been received by Secured Party or such Lender, as the case may be.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party and Debtor. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

(g) Upon the payment in full of the Obligations, this Agreement shall terminate and Secured Party shall, upon Debtor's written request and at Debtor's expense, execute and deliver

to Debtor such documents, instruments and agreements that may be necessary to effectuate such termination.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FIELDCREST CANNON, INC.

By: Michael R Harmon

Title: Michael R. Harmon
Executive Vice President and
Chief Financial Officer

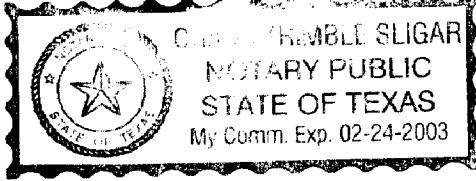
CONGRESS FINANCIAL CORPORATION, as
Agent

By: Kanhu

Title: Executive Vice-President

STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

On the 24th day of May, 2002, before me personally came Michael R. Harmon, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the EVP of FIELDCREST CANNON, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.



Charlene Sligar
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of May, 2002, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he/she is the _____ of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

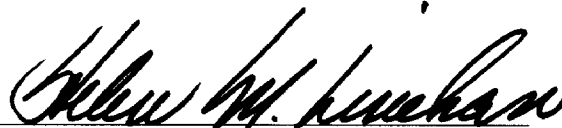
STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

On the __ day of May, 2002, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of FIELDCREST CANNON, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of May, 2002, before me personally came Kenneth Sands, to me known, who, being duly sworn, did depose and say, that he is the Executive Vice-President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01L16047897
Qualified in New York County
Commission Expires Sept. 18, 2002

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Bahamas	CANNON & DEVICE	F 1776 B	Reg 3,619	11 Oct 61	Renew 11 Oct 03
Bahamas	ST. MARYS	F 5841 AB	Reg 10,043	04 Nov 80	Renew 04 Nov 08
Bahamas	FIELDCREST	F 5840 AB	Reg 10,042	04 Nov 80	Renew 04 Nov 08
Bahrain	CANNON & DEVICE	F 1778 B	Reg BUK 3804	02 May 92	Renewal pending
Bangladesh	CANNON & DEVICE	F 1779 B	Reg 13,611	13 Jun 78	Renew 13 Jun 15
Belgium	FIELDCREST	F 11763	Reg 100,141	01 Oct 63	See Benelux SL 102972
Belize	CANNON & DEVICE	F 1781 B	Reg 3,065	11 May 67 (UK)	Renewal pending
Benelux	ROYAL FAMILY	F 1671 B	Reg 347,880	18 Oct 77	Renew 18 Oct 07
Benelux	ROYAL VELVET	F 4930 AB (F 7412 B)	Reg 357,903	08 Jan 79	Renew 08 Jan 09
Benelux	CANNON DEVICE	F 1785 B	Reg 076,652	30 Nov 71	Renew 30 Nov 2011
Benelux	CANNON	F 1784 B	Reg 076,651	30 Nov 71	Renewal pending
Benelux	ST. MARYS Logo	F 19558	Reg 324,785	26 Feb 74	Renew 26 Feb 04
Benelux	FIELDCREST	SL 102972	Reg 23,861	16 Apr 71	Renew 16 Apr 10
Bermuda	FIELDCREST	F 5837 AB	Reg 9,197	12 Apr 82	Renewal Pending
Bermuda	CANNON & DEVICE	F 1786 B	Reg 7,254	13 Mar 73	Renewal Pending
Bolivia	FIELDCREST	F 11764	Reg 47396-A	24 Jul 64	Renew 24 Jul 04
Bolivia	CANNON & DEVICE	F 1787 B	Reg 52895-C	17 Mar 92	Renewal Pending
Bolivia	ROYAL VELVET	F 7413 B	Reg 68486-C	24 Aug 95	Renewal 29 Oct 08
Bolivia	FIELDCREST CANNON	F 8620 B	Reg 71841-C	22 Mar 99	Renew 22 Mar 09
Bolivia	CANNON	F 8621 B	SN 0001046	28 Jan 97	Renew 22 Mar 09
Bolivia	ROYAL FAMILY	F 8622 B	SN 0001045		
Bolivia	ROYAL VELVET	F 8623 B	Reg 10556-C	04 Feb 99	Renew 4 Feb 09
Bolivia	TOUCH OF CLASS	F 8624 B	Reg 10557-C	04 Feb 99	Renew 4 Feb 09
Bolivia	NEW DIMENSIONS	F 8625 B	Reg 70437-C	04 Feb 99	Renew 4 Feb 09
Bolivia	CHARISMA	F 8626 B	Reg 70558-C	04 Feb 99	Renew 4 Feb 09
Brazil	FIELDCREST	F 11765	Reg 70436-C	04 Feb 99	Renew 4 Feb 09
Brazil	CANNON & DEVICE	F 1790 B	Reg 70553-C	04 Feb 99	Renew 4 Feb 09
Brazil	CANNON & DEVICE	F 1790 B	Reg 71680-C	17 Mar 99	Renew 17 Mar 09
Brazil	CANNON & DEVICE	F 1790 B	Reg 71681-C	17 Mar 99	Renew 17 Mar 09
Brazil	CANNON & DEVICE	F 1790 B	Reg 70554-C	04 Feb 99	Renew 04 Feb 09
Brazil	CANNON & DEVICE	F 1790 B	Reg 004507223	12 Jun 82	Renew 13 Jun 02 (pending)
Brazil	CANNON & DEVICE	F 1790 B	Reg 1272/06287972	25 Apr 76	Renew 25 Apr 05-6

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Brazil	CANNON	F 1791 B	Reg 1232/06287964	24 Apr 76	Renew 24 Apr 05-6
Brazil	CANNON & DEVICE	F 1792 B	Reg 811322106	02 Jul 85	Renew 02 Jul 04/5
Brazil	CANNON	F 1793 B	Reg 811359395	15 Jan 85	Renew 15 Jan 04
Brazil	ST. MARYS	F 20219	Reg 6586520	10 Aug 77	Renew 10 Aug 06-07
Brunei	ST. MARYS CASS COLLECTION	F 8217 B	Reg 23,248	09 Sep 98	Renew 28 Dec 03
Canada	CANNON (WORD)	F 10241 B	Reg TMA 54,330	3 Apr 01	Renew 3 Apr 2016
Canada	CANNON & DEVICE	F 10242 B	Reg 543,355	3 Apr 01	Renew 3 Apr 2016
Canada	FIELDCREST (STYLIZED)	F 10243 B	Reg 543,229	3 Apr 01	Renew 3 Apr 2016
Chile	ROYAL FAMILY	F 1831 B	Reg 575,801	01 Sep 00	Renew 01 Sep 2010
Chile	ROYAL FAMILY BY CANNON	F 1828 B	Reg 401,775	02 Sep 82	Renew 02 Sep 2002
Chile	MONTICELLO	F 1827 B	Reg 575 802	01 Sep 00	Renew 01 Sep 2010
Chile	CANNON MONTICELLO	F 1824 B	Reg 401,776	02 Sep 82	Renew 02 Sep 2002
Chile	CANNON DEVICE	F 1821 B	Reg 575,800	17 Jul 90	Renew 01 Sep 2010
Chile	ST. MARYS (words)	F 4986 AB	Reg 352,412	01 Mar 90	Renew 15 May 10
Chile	FIELDCREST	F 11766	Reg 471,457	23 Jul 86	Renew 11 Nov 06 (& Oppsn)
Chile	FIELDCREST	F 7837 B	Reg 476,821	15 Jan 97	Renew 15 Jan 07
Chile	FIELDCREST CANNON	F 8627 B	Reg 494,071	03 Oct 97	Renew 03 Oct 07
Chile	CHARISMA	F 8628 B	Reg 494,981	17 Oct 97	Renew 17 Oct 07
China PRC	CANNON (Chinese)	F 1838 B	Reg 145,923	15 Aug 81	Renew 14 April 11
China PRC	CANNON & DEVICE	F 1839 B	Reg 145,925	15 Aug 81	Renew 14 April 11
China PRC	CANNON (Chinese)	F 1840 B	Reg 145,924	15 Aug 81	Renew 14 April 11
China PRC	CANNON & DEVICE	F 1841 B	Reg 145,926	15 Aug 81	Renew 14 April 11
China PRC	ROYAL VELVET	F 7416 B	Reg 1022623	07 Jun 97	Renew 06 Jun 07
China PRC	ST. MARYS LOGO	F 7173 B	Reg 740 324	15 Jan 96	Renew 15 Jan 06
China PRC	CANNON DEVICE	F 7855 B	Reg 1644952	7 Oct 01	Renew 06 Oct 11
China PRC	FIELDCREST	F 7856 B	Reg 1132293	7 Dec 97	Renew 06 Dec 07
China PRC	FIELDCREST CANNON	F 7857 B	Reg 1132292	7 Dec 97	Renew 06 Dec 07
China PRC	ST. MARYS (LOGO)	F 7860 B	Reg 741575	28 July 00	Renewal 28 July 10
China PRC	ST. MARYS CASS COLLECTION	F 8219 B	Reg 1142807	14 Jan 98	Renew 13 Jan 08
Colombia	FIELDCREST	F 11826	Reg 57,684	09 Nov 64	Renew 08 Nov 09
Colombia	ROYAL VELVET	F 7417 B	Reg 196,458	11 Nov 96	Renew 13 Nov 06
Costa Rica	FIELDCREST	SL 100088	Reg 1,775	28 Oct 66	Renewal pending
Costa Rica	CANNON & DEVICE	F 1851 B	Reg 25,753	05 Apr 62	Renewal pending

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Cuba	CANNON DEVICE	F 1852 B	Reg 111,867	08 May 84	Renew 28 Jun 06
Curacao N.A.	ST. MARYS	F 20222	Reg 9,936	05 May 76	Renew 05 May 06
Curacao N.A.	FIELDCREST	SL 100086	Reg 6, 133	06 Aug 66	Renew 06 Aug 16
Cyprus	CANNON & DEVICE	F 1853 B	Reg 18,538	01 Feb 78	Renew 01 Feb 13
Cyprus	FIELDCREST	F 4556 AB	Reg 19158/19160	05 Oct 78	Renew 05 Oct 13
Cyprus	ST. MARYS	F 4565 AB	Reg 19159/19161	05 Oct 78	Renew 05 Oct 13
Czech Republic	FIELDCREST	F 11768	Reg 155,628	24 Oct 73	Renew 24 Oct 03
Czech Republic	ST. MARYS Logo	F 20224	Reg 163,041	28 Apr 76	Renew 28 Apr 06
Czech Republic	ROYAL VELVET	F 7419 B	Reg 196,462	23 Aug 96	Renew 23 Aug 05
Denmark	ROYAL FAMILY	F 1691 B	Reg 658-1983	25 Feb 83	Renew 25 Feb 03
Denmark	ROYAL CLASSIC	F 1690 B	Reg 849-1986	11 Apr 86	Renew 11 Apr 06
Denmark	ROYAL VELVET	F 4931 AB	Reg 313, 980	22 Aug 80	Renewal Pending
Denmark	CANNON & DEVICE	F 1539 B	Reg 05 972-1990	14 Sep 90	Renew 14 Sep 10
Denmark	CANNON & DEVICE	F 1688 B	Reg 01.829-1982	21 May 82	Renewal pending
Denmark	ROYAL CLASSIC	F 1689 B	Reg 4073-1985	29 Nov 85	Renew 29 Nov 05
Denmark	ST. MARYS Logo	F 19553	Reg 1015/1975	07 Mar 75	Renew 07 Mar 05
Denmark	FIELDCREST	F 11769	Reg 378/65	22 Jun 84	Renew 06 Feb 04
Dom. Rep.	CANNON & DEVICE	F 1855B	Reg 19,764	14 Jun 71	Renew 14 Jun 11
Dom. Rep.	FIELDCREST	SL 100085	Reg 15,107	22 Aug 86	Renew 08 Sep 06
Ecuador	ST. MARYS	F 5846 AB	Reg (616) 16/96	06 Mar 81	Renew 06 Mar 06
Ecuador	FIELDCREST	F 11770	Reg (229) 757-80	12 Jul 90	Renew 16 Jan 05
Ecuador	CANNON & DEVICE	F 1856 B	Reg 2886-94	01 Feb 90	Renew 28 May 04
Ecuador	ROYAL VELVET	F 7420 B	Reg 60680	01 Sep 95	Renew 29 Sep 09 Oppsn
EEC	CHARISMA	F 10759 B	Reg 1,334,937	17 Nov 00	Renew 29 Sep 09
EEC	FIELDCREST	F 10757 B	Reg 1,334,986	16 Jan 01	Renew 29 Sep 09
EEC	ROYAL VELVET	F 10758 B	Reg 133498	16 Jan 01	Renew 29 Sep 09
EEC	CANNON & DEVICE	F 10756 B	Reg 1 335 108	21 May 01	Renew 29 Sep 09
Egypt	CANNON & DEVICE	F 1673 B	Reg 52,784	08 Dec 77	Renew 2 Mar 12
Egypt	FIELDCREST	F 5297 AB	Reg 56510/56509	28 Aug 81/ 20 Nov 80	Renew 28 Oct 09
Egypt	ST. MARYS	F 5298 AB	Reg 56511/56512	28 Aug 81/ 20 Nov 80	Renew 28 Oct 09
El Salvador	FIELDCREST	SL 100090	Reg 246/BK124	15 Dec 00	Renew 15 Dec 10
El Salvador	CANNON & DEVICE	F 1859 B	Reg 8627	20 Mar 62	Renewal pending
El Salvador	ST. MARYS	F 20227	Reg 152 Book III	28 Jul 2000	Renewal 25 Jul 10

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
El Salvador	CANNON & DEVICE 38	F 1858 B	229/95	10 Nov 82	Renew 10 Nov 02
Ethiopia	CANNON & DEVICE 20, 24, 27	F 1860 B	02365	04 Jan 95	Renew 04 Jan 05 24 Oct 03-Mainten.
Finland	CANNON & DEVICE 24, 27	F 1861 B	79,577	07 Dec 81	Renew 07 Dec 11
Finland	ST. MARYS Logo 24	F 19554	69,310	07 May 79	Renew 07 May 09
Finland	FIELDCREST 24, 25, 27	F 11771	43,914	07 Jun 84	Renew 20 Jan 05
Finland	ROYAL VELVET 24	F 7423 B	202,512	31 Oct 96	Renew 31 Oct 06
France	BIG PAK BY BIGELOW 20	F 7680 B	96,634,489	16 Jul 96	Renew 16 Jul 06
France	FIELDCREST 24	F 11772	1,443,631	06 Jan 88	Renew 06 Jan 08
France	CANNON & DEVICE 24, 25	F 1864 B	1,317,141	17 Jul 85	Renew 17 Jul 05
France	CANNON 24, 25	F 1862 B	1,317,140	17 Jul 85	Renew 17 Jul 05
France	CANNON DEVICE 24, 25	F 1863 B	1,652,147	25 Mar 91	Renew 25 Mar 11
France	ROYAL FAMILY 21, 23, 24, 25, 27	F 1509 B	1,454,090	06 Apr 88	Renew 11 Mar 08
France	ST. MARYS Logo 24	F 19555	1,259,819	07 Feb 84	Renew 07 Feb 04
France	ROYAL VELVET 24	F 4932 AB	1,484,475	22 Aug 88	Renew 22 Aug 08
Germany (E)	FIELDCREST 24, 27	F 4873 AB	642,741	20 Dec 78	Renew 20 Dec 98
Germany	ST. MARYS Logo 24	F 19556	943,687	27 Feb 74	Renew 27 Feb 04
Germany	FIELDCREST 24, 27	F 11773	792,378	05 Nov 83	Renew 05 Nov 03
Germany	FIELDCREST ROYAL VELVET 24	F 4944 AB	1,028,340	08 Nov 79	Renew 30 Nov 09
Germany	CANNON & DEVICE 24, 25, 27	F 1905 B	965,323	18 Jul 75	Renew 18 Jul 05
Germany	MONTICELLO 24, 27	F 1907 B	1,033,738	26 May 82	Renew 30 Jun 01
Gibraltar	ST. MARYS 24, 27	F 4566 AB	4,894	24 Aug 79	Renew 27 Feb 05
Gibraltar	FIELDCREST 24, 27	F 4557 AB	4,896	31 Aug 79	Renew 08 Oct 08
Greece	CANNON & DEVICE 24, 25, 27	F 1872 B	50,941	31 Jul 73	Renew 31 Jul 03
Greece	ROYAL VELVET 24, 25	F 4934 AB	62,693	12 Jan 79	Renew 12 Jan 09
Greece	MONTICELLO 24	F 1873 B	80,468	06 Aug 85	Renew 06 Aug 05
Greece	FIELDCREST 24, 27	F 11775	30,645	08 Oct 63	Renew 08 Oct 03
Greece	ST. MARYS 24	F 20228	56,716	18 Jul 77	Renew 20 May 06
Grenada, WI	CANNON & DEVICE 24	F 1875 B	37/1977	11 May 81	Renew 11 May 05
Guatemala	CANNON & DEVICE 24	F 1876 B	13,623	26 Jul 62	Renew 26 Jul 02
Guatemala	FIELDCREST 24	SL 100092	17,627	16 Nov 66	Renew 15 Nov 06
Guernsey, C.I.	ST. MARYS 24, 27	F 4567 AB	B 1,025,745	27 Feb 74	See F 19557 UK
Guernsey, C.I.	FIELDCREST 24, 27	F 4558 AB	855,031	08 Oct 63 (UK)	See F 11774 based on UK
Guyana, Br.	FIELDCREST 24	SL 100421	6870A	07 Sep 67	Renew 07 Sep 02

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Haiti	ST. MARYS	24 F 5844 AB	Reg 267/91	26 Sep 91	Non-Use
Haiti	FIELDCREST	24 F 5843 AB	Reg 266/91	26 Sep 91	Non-Use
Honduras	FIELDCREST	24 SL 100091	Reg 47,752	01 Jun 87	Renew 01 Jun 07
Honduras	FIELDCREST	20 SL 100091	Reg 13,784	17 Jan 67	Renew 17 Jan 07
Honduras	FIELDCREST	27 SL 100091	Reg 47,751	01 Jun 87	Renew 01 Jun 07
Honduras	FIELDCREST	21 SL 100091	Reg 47,753	01 Jun 87	Renew 01 Jun 07
Honduras	CANNON & DEVICE	24 F 1524 B	Reg 20,227	31 May 73	Renew 31 May 03
Honduras	CANNON & DEVICE	27 F 1525 B	Reg 44,259	22 Jan 85	Renew 22 Jan 05
Hong Kong	FIELDCREST	24 SL 101428	Reg 1059/1964	31 Mar 64	Renew 31 Mar 13
Hong Kong	ST. MARYS	24 F 20229	Reg B951	15 Sep 78	Renew 15 Sep 13
Hong Kong	CANNON & DEVICE	24 F 1882 B	Reg 229/1962	28 Oct 61	Renew 28 Oct 10
Hong Kong	FIELDCREST ROYAL VELVET	24 F 7426 B	Reg 1201/1999	30 Aug 95	Renew 30 Aug 02
Hong Kong	ST. MARYS CASS COLLECTION	24 F 8105 B	Reg 1812/1998	10 Jun 96	Renew 10 Jun 03
Hungary	FIELDCREST	24 F 20159	Reg 118,594	26 Apr 76	Renew 26 Apr 06
Hungary	ST. MARYS Logo	24 F 20161	Reg 118,609	26 Apr 76	Renew 27 Apr 06
Hungary	ROYAL VELVET	24 F 7427 B	Reg 147,434	11 Dec 97	Renew 25 Aug 05
India	CANNON & DEVICE	24 F 1711 B	Reg 335,137	31 Mar 78	Renew 31 Mar 06 Opposition Pending
India	FIELDCREST	24 SL 101178	Reg 256,957	23 May 90	Pending Application (Opp.)
Indonesia	CANNON	24 F 2082 B	Reg 255,043	01 Nov 89	Renew 01 Nov 09 (Oppsn)
Indonesia	CANNON DEVICE	24 F 2082 B	Reg 252,681	22 Aug 89	Renew 22 Aug 99 (Oppsn)
Indonesia	FIELDCREST	24 F 20162	Reg 391,350	29 Apr 87	Renew 29 Apr 07
Indonesia	ST. MARYS Logo	24 F 20164	Reg 391,351	29 Apr 87	Renew 29 Apr 07
Indonesia	MONTICELLO	24, 27 F 2077 B	Reg 178,362	21 Dec 83	Renew 21 Dec 03
Indonesia	ST. MARYS CASS COLLECTION	24 F 8215 B	Reg 403,115	20 Dec 96	Renew 20 Dec 06
Ireland	CANNON & DEVICE	25 F 1608 B	Reg 104,332	14 May 81	Renew 13 May 12
Ireland	FIELDCREST	24 F 11777	Reg 66,614	23 Sep 63	Renew 23 Sep 05
Ireland	FIELDCREST	25 F 11777	Reg 98,164	15 Aug 79	15 August 10
Ireland	CANNON & DEVICE	24 F 1607 B	Reg 100,704	08 Feb 78	Renew 07 Feb 09
Ireland	ST. MARYS	25 F 20231	Reg 97,775	15 Aug 79	Renew 15 Aug 10
Ireland	ST. MARYS	24 F 20231	Reg 88731	15 Apr 76	Renew 28 Apr 07
Ireland	ROYAL VELVET	24 F 4935 AB	Reg B107,884	12 Feb 79	Renew 12 Feb 10
Ireland	FIELDCREST TOUCH OF CLASS	24 F 4902 AB	Reg 103,094	09 Feb. 79	Renew 09 Feb 10

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Ireland	NOBILITY	F 4918 AB	Reg 107,885	12 Feb 79	Renew 12 Feb 10
Ireland	CROWN WHEAT & ARTILLERY DEVICE	F 8164 B	Reg 202119	09 Jul 96	Renew 08 Jul 06
Ireland	FIELDCREST CANNON	F 8166 B	Reg 202092	09 Jul 96	Renew 08 Jul 06
Israel	CANNON & DEVICE	F 1529 B	Reg 37,859	11 Jul 73	Renew 11 Jul 08
Israel	CANNON & DEVICE	F 1530 B	Reg 37,860	11 Jul 73	Renew 11 Jul 08
Israel	FIELDCREST	SL 101179	Reg 131718	26 Oct 99	Renewal 5 Oct 06
Israel	FIELDCREST	SL 101179	Reg 131719	26 Oct 99	Renewal 5 Oct 06
Israel	ROYAL VELVET	F 7429 B	Reg 100324	24 Aug 95	Taxes due 23 Aug 02
Italy	FIELDCREST	F 11778	Reg 456,728	30 Sep 63	Renew 30 Sep 03
Italy	ST. MARYS Logo	F 19559	Reg 304,043	28 Jun 77	Renew 27 Mar 04
Italy	ROYAL FAMILY	F 1687 B	Reg 351,886	06 May 85	Renew 16 Dec 07
Italy	CANNON & DEVICE	F 1896 B	Reg 440,140	04 Aug 86	Renewal pending
Italy	CANNON & DEVICE	F 1897 B	Reg 173,445	31 Oct 61	Renewal pending
Italy	ROYAL VELVET	F 4936 AB	Reg 374,854	23 May 79	Renew 23 May 09
Italy	TOUCH OF CLASS	F 4903 AB	Reg 373,216	07 Mar 79	Renew due 09 Sep 09
Italy	CANNON & DEVICE	F 1899 B	Reg 14,793	01 Jun 71	Renew 01 Jun 06
Jamaica	ST MARYS	F5854 AB	Reg B 20,472	09 Sep 88	Renew 09 Sep 02
Jamaica	FIELDCREST	SL 100084	Reg 11,490	10 Aug 66	Renew 10 Aug 15
Jamaica	FIELDCREST	SL 100084	Reg 11,755	10 Aug 66	Renew 10 Aug 15
Japan	CANNON	F 1537 B	Reg 507,889	17 Nov 87	Renew 21 Mar 07
Japan	ST. MARYS	F 19560	Reg 2,643,892	28 Apr 94	Renew 28 Oct 03
Japan	CANNON DEVICE	F 1918 B	Reg 1,699,461	25 Jul 84	Renew 25 Jul 04
Japan	CANNON	F 1911 B	Reg 1,774,217	30 May 85	Renew 30 Mar 05
Japan	ROYAL VELVET	F 4937 AB	Reg 2,136,238	30 May 89	(+ Uchino Opposition) Renew 28 Feb. 09
Japan	CANNON BRAND	F 1912 B	Reg 27,824	22 Dec 86	Renew 22 Nov 06
Japan	CANNON DEVICE	F 1919 B	Reg 24,864	14 Nov 85	Renew 06 Jun 05
Japan	MONTICELLO	F 1923 B	Reg 1,177,551	06 Jan 76	Renew 06 Jul 05
Japan	CANNON & DEVICE	F 1921 B	Reg 468,834	06 Aug 75	Renewal pending
Japan	ROYAL FAMILY & DEVICE (Katakana)	F 1924 B	Reg 1,653,844	26 Jan 84	Renew 26 Jan 04
Japan	CANNON & DEVICE	F 1920 B	Reg 1,699,460	25 Jul 84	Renew 25 Jul 04
Japan	ST. MARYS Logo	F 20915	Reg 1,950,204	30 Apr 87	Renew 20 Apr 04
Japan	LOVING TOUCH (Katakana)	F 5874 AB	Reg 1,805,681	27 Sep 85	Renew 27 Sep 05

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Japan	ST. MARYS Logo	F 20048	1,678,297	20 Apr 84	Renew 20 Oct 04
Japan	FIELDCREST	F 11779	674,247	16 Apr 86	Renew 23 Oct 04
Japan	CANNON ROYAL FAMILY	F 7292 B	3 364 166	05 Dec 97	Renew 05 Dec 07
Jersey, C.I.	FIELDCREST	F 4560 AB	4,500	03 Oct 79	Renewal 10 Oct 08
Jersey, C.I.	ST. MARYS	F 4569 AB	B 4501	03 Oct 79	See F 19557 UK
Jordan	MONTICELLO	F 1933 B	17,921	22 Jan 80	Renew 22 Jan 11
Jordan	MONTICELLO	F 1934 B	17,816	22 Jan 80	Renew 22 Jan 11
Jordan	ROYAL FAMILY	F 1935 B	18,347	21 May 80	Renew 21 May 11
Jordan	CANNON & DEVICE	F 1936 B	16,469	08 Jul 78	Renew 08 Jul 13
Jordan	CANNON & DEVICE	F 1937 B	23,616	02 Dec 85	Renew 02 Dec 06
Jordan	CANNON	F 1928 B	16470	05 Nov 80	Renew 01 Feb 13
Jordan	FIELDCREST	F 11585 B	18056	28 Apr 80	Renew 28 Apr 11
Jordan	ST. MARYS	F 11586 B	18252	28 Apr 80	Renew 28 Apr 11
Jordan	FIELDCREST	SL 100423	15,263	27 Oct 67	Renew 27 Oct 02
Kenya	FIELDCREST	F 5822 AB	262,008	05 May 93	Renew 04 May 03
Korea, S	CANNON & DEVICE	F 1940 B	146,241	14 Oct 87	Renew 14 Oct 07
Korea, S	CANNON & DEVICE	F 1953 B	88,326	05 Sep 01	Renew 05 Sep 16
Kuwait	COTTON FRESH	F 6354 B	15,876	22 Apr 96	Renew 22 Apr 06
Lebanon	CANNON	F 1950 B	76,954	18 Jun 98	Renew 06 Jun 13
Lebanon	CANNON & DEVICE	F 1951 B	46,162	03 Sep 84	Renew 03 Sep 09
Lebanon	CANNON & DEVICE	F 1953 B	88,326	05 Sep 01	Renew 05 Sep 16
Lebanon	ROYAL FAMILY	F 1952 B	68,055	24 Feb 81	Renew 24 Feb 11
Lebanon	FIELDCREST	SL 100424	74,195	04 Sep 67	Renew 04 Sep 12
Lebanon	ST. MARYS	F 5293 AB	65,402	21 Mar 80	Renew 05 Oct 10
Lebanon	ROYAL VELVET	F 7431 B	67,270	04 Nov 95	Renew 04 Nov 10
Liberia	CANNON & DEVICE	F 1954 B	23392/579	23 Mar 77	Renew 23 Mar 07
Liechtenstein	FIELDCREST	F 4561 AB	5,792	28 May 79	Renew 28 May 09
Liechtenstein	ST. MARYS	F 4568 AB	5,791	28 May 79	Renew 28 May 09
Luxembourg	FIELDCREST	F 11781	19,592	(23861- Benelux)	See Benelux 102972 Renew 16 Apr 10
Macao	CANNON & DEVICE	F 1696 B	10274-M	27 Apr 93	Renew 27 Apr 03
Malaysia	CANNON & DEVICE	F 1957 B	85/02464	10 Jun 92	Renew 10 Jun 06
Malaysia (Sarawak)	ROYAL FAMILY BY CANNON	F 1725 B	Sar 7805	15 Mar 79	Renew 18 Jul 03
Malaysia (Sarawak)	CANNON & DEVICE	F 1960 B	7,805	18 Jul 75	Renew 18 Jul 03
Malaysia	CANNON & DEVICE	F 1956 B	M/38695	10 Jun 85	Renew 22 Oct 11
Malaysia	FIELDCREST	F 5652 AB	M/86362	24 May 87	Renew 12 May 11

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Malaysia	ST. MARYS	F 5653 AB	Reg M/86363	10 Jun 89	Renew 12 May 11
Malaysia	ST. MARYS CASS COLLECTION	F 8214 B	Reg 96/10820	30 Aug 96	Renew 30 Aug 10
Malta	FIELDCREST	F 4562 AB	Reg 14007/14008	06 Sep 79	Renew 06 Sep 07
Malta	ST. MARYS	F 4570 AB	Reg 14,008	06 Sep 79	Renew 06 Sep 07
Mexico	ROYAL FAMILY	F 1965 B	Reg 271,679	06 May 81	Renewal filed 3/01
Mexico	MONTICELLO	F 1964 B	Reg 261,652	06 May 81	Renew 06 May 11
Mexico	CANNON DEVICE	F 1961 B	Reg 269,756	30 Sep 81	Renew 30 Sep 11
Mexico	CANNON & DEVICE	F 1962 B	Reg 271,701	30 Sep 81	Renew 30 Sep 11
Mexico	FIELDCREST	F 13685	Reg 129,568	25 Feb 66	Renew 25 Feb 11
Mexico	ST. MARYS Logo	F 19740	Reg 186,224	31 Jul 90	Renew 04 Sep 04
Mexico	ROYAL VELVET	F 7433 B	Reg 505,413	08 Sep 95	Renew 08 Sep 05
Mexico	FIELDCREST (STYLIZED)	F 10236 B	Reg 611740	15 Mar 99	Renew 15 Mar 09
Mexico	CANNON & DEVICE	F 10237 B	Reg 651755	15 Mar 99	Renew 15 Mar 09
Monaco	CANNON	F 1971 B	Reg R94.15491	16 Feb 84	Renew 16 Feb 04
Monaco	CANNON DEVICE	F 1967 B	Reg R94.15493	16 Feb 84	Renew 16 Feb 04
Monaco	CANNON & DEVICE	F 1968 B	Reg R94.15492	16 Feb 84	Renew 16 Feb 04
Monaco	ST. MARYS	F 4571 AB	Reg R93.14929	06 Oct 78	Renew 06 Oct 03
Monaco	FIELDCREST	F 4563 AB	Reg R93.14928	06 Oct 78	Renew 06 Oct 03
Morocco	CANNON & DEVICE	F 1972 B	Reg 27,316	01 Mar 77	Renew 04 Mar 17
Morocco	FIELDCREST	F 20174	Reg 58,969	12 Mar 76	Renew 11 Mar 16
Morocco	ST. MARYS Logo	F 20176	Reg 58,968	12 Mar 76	Renew 11 Mar 16
New Zealand	ROYAL VELVET	F 9240 AB	Regs 156327 & 156328	11 Feb 85	Renew 12 Dec 05
New Zealand	LOVING TOUCH IN HEART DESIGN	F 5875 AB	Reg B 135,566	06 Jan 81	Renew 06 Jan 16
New Zealand	FIELDCREST	SL 101429	Reg 75,461	23 Mar 71	Renew 23 Mar 13
New Zealand	CANNON & DEVICE	F 1603 B	Reg 69,558	25 Sep 61	Renew 23 Mar 13
New Zealand	CANNON & DEVICE	F 1976 B	Reg B 157,355	07 Mar 85	Renew 07 Mar 06
New Zealand	CANNON ROYAL FAMILY	F 1977 B	Reg B 136,873	22 Apr 81	Renew 22 Apr 16
New Zealand	CANNON & DEVICE	F 1975 B	Reg B 145,466	06 Jan 83	Renew 01 Jan 04
New Zealand	FIELDCREST	F 11931	Reg 75,461	23 Mar 64	See SL 101429
Nicaragua	CANNON & DEVICE	F 1982 B	Reg 16,146	21 Sep 84	Renew 21 Sep 04
Nicaragua	ROYAL VELVET	F 7434 B	Reg 32,803 CC	12 Dec 96	Renew 11 Dec 06
Norway	ROYAL VELVET	F 4938 AB	Reg 106,184	02 Oct 80	Renew 02 Oct 10
Norway	FIELDCREST	F 11782	Reg 63,976	21 May 64	Renew 21 May 04
Norway	ST. MARYS Logo	F 19561	Reg 92,343	12 Dec 74	Renew 12 Dec 04
Norway	CANNON & DEVICE	F 1988 B	Reg 91,516	15 Aug 74	Renew 15 Aug 04

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Norway	ROYAL CLASSIC	F 1986 B	Reg 125,962	07 Aug 86	Renew 07 Aug 06
Norway	ROYAL FAMILY	F 1987 B	Reg 102,512	12 Jul 79	Renew 12 Jul 09
Pakistan	FIELDCREST	F 5834 AB	Reg 72,392	28 Aug 80	Renew 28 Aug 02
Pakistan	CANNON	F 1993 B	Reg 72,794	28 Oct 80	Renew 28 Oct 02
Papua New Guinea	CANNON & DEVICE	F 2001 B (F 7459 B)	Reg A 3888R	16 Sep 75	Renew 16 Sep 05
Paraguay	ROYAL FAMILY	F 2005 B	Reg 190,961	26 Nov 96	Renew 26 Nov 06
Paraguay	ST. MARYS	F 5328 AB	Reg 190,766	26 Nov 96	Renew 26 Nov 06
Paraguay	ROYAL VELVET	F 7436 B	Reg 190,767	26 Nov 96	Renew 26 Nov 06
Paraguay	FIELDCREST	F 11783	Reg 244,131	29 May 84	Renew 29 May 05
Paraguay	MONTICELLO	F 8631 B	Reg 208903	18 Nov 98	Renew 18 Nov 08
Paraguay			Reg 201071	12 Mar 98	Renew 12 Mar 08
Paraguay	ROYAL VELVET	F 8632 B	Reg 198237	19 Nov 97	Renew 19 Nov 07
Paraguay	CHARISMA	F 8633 B	Reg 209032	24 Nov 98	Renew 24 Nov 08
Paraguay			Reg 201072	12 Mar 98	Renew 12 Mar 08
Paraguay	TOUCH OF CLASS	F 8634 B	Reg 200561	19 Feb 98	Renew 19 Feb 08
Paraguay			Reg 200562	19 Feb 98	Renew 19 Feb 08
Paraguay	NEW DIMENSIONS	F 8635 B	Reg 203,649	05 Jun 98	Renew 05 Jun 08
Paraguay			Reg 200563	19 Feb 98	Renew 19 Feb 08
Paraguay	ST MARYS LOGO	F 8636 B	Reg 204658	13 Jul 98	Renew 20 Aug 08
Paraguay			Reg 203,650	05 Jun 98	Renew 05 Jun 08
Peru	FIELDCREST	F 11784	Reg 62,418	26 Dec 89	Renew 20 Oct 06
Peru			Reg 55,951	27 Dec 89	Renew 27 Dec 04
Peru	MONTICELLO	F 2067 B	Reg 41,376	27 Jan 92	Renew 08 Sep 06
Peru	CANNON DEVICE	F 2066 B	Reg 41,893	27 Jan 92	Renew 05 Oct 06
Peru	CANNON	F 2064 B	Reg 41,373	27 Jan 92	Renew 08 Sep 06 (Oppstn)
Peru	ROYAL FAMILY	F 2065 B	Reg 41,672	27 Jan 92	Renew 18 Sep 06
Peru	ST MARYS	F 5329 AB	Reg 29,000	30 Apr 80	Renew 30 Apr 99
Peru	ROYAL VELVET	F 7437 B	Reg 20,766	05 Sep 95	Renew 03 Nov 05
Peru	COTTON FRESH	F 7539 B	Reg 23,146	02 Feb 96	Renew 02 Feb 06
Peru	FIELDCREST CANNON	F 8637 B	Reg 36,717	18 Jun 97	Renew 18 Jun 07
Peru	TOUCH OF CLASS	F 8638 B	Reg 036,673	17 Jun 97	Renew 17 Jun 07
Peru			Reg 035,302	29 Apr 97	Renew 29 Apr 07
Peru	NEW DIMENSIONS	F 8639 B	Reg 036,674	17 Jun 97	Renew 17 Jun 07
Peru			Reg 035,357	30 Apr 97	Renew 30 Apr 07

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Peru	CHARISMA 24, 27	F 8640 B	Reg 036,675	17 Jun 97	Renew 17 Jun 07
Philippines	ST. MARYS Logo 24	F 20136	Reg 035,358	30 Apr 97	Renew 30 Apr 07
Philippines	CANNON & DEVICE 24	F 2011 B	Reg 55,245	28 May 93	Use Dec due 28 May 03
			Reg 2002	02 Dec 77	1 st Affidavit 02 Dec 02 2 nd Affidavit 02 Dec 07 3 rd Affidavit 02 Dec 12 Renew 02 Dec 17
Philippines	ROYAL VELVET 24	F 7438 B	Reg 4-1996-107955	28 Nov 2000	Renewal 28 Nov 20
Philippines	ST MARYS CASS COLLECTION 24	F 8218 B	Reg 4-1997-113670	01 Mar 01	Renew 01 Mar 21
Poland	FIELDCREST 24	F 11785	Reg 44,094	11 Oct 63	Renew 11 Oct 03
Poland	ST. MARYS 24, 27	F 20236	Reg 54,865	19 May 76	Renew 19 May 06
Poland	ROYAL VELVET 24	F 7439 B	Reg 103,160	25 Aug 95	Renew 25 Aug 05
Portugal	CANNON & DEVICE 24	F 2013 B	Reg 194,607	27 Feb 85	Renew 27 Feb 05
Portugal	CANNON & DEVICE 24	F 2014 B	Reg 194,606	27 Feb 85	Renew 27 Feb 05
Portugal	FIELDCREST 24	F 11786	Reg 121,512	06 Aug 64	Renew 06 Aug 04
Portugal	FIELDCREST 24	F 11786	Reg 121,511	06 Aug 64	Renew 06 Aug 04
Portugal	FIELDCREST 27	F 11786	Reg 121,513	06 Aug 64	Renew 06 Aug 04
Portugal	ROYAL VELVET 24	F 4939 AB	Reg 202,187	04 Sep 86	Renew 04 Sep 06
Portugal	CANNON & DEVICE 20, 24, 27	F 2015 B	Reg 5857	16 Mar 87	Renew 16 Mar 07
Qatar	FIELDCREST 24, 27	F 4875 AB	Reg 65,593	26 Nov 80	Renew 22 May 09
Russia	ST. MARYS 24, 27	F 4879 AB	Reg 65,594	22 May 79	Renew 22 May 09
Russia	FIELDCREST ROYAL VELVET 24	F 7447 B	Reg 149210	04 Oct 95	Renew 04 Oct 05
S. Africa	ST. MARYS 24	F 20191	Reg 76/0840	17 Feb 76	Renew 17 Feb 06
S. Africa	FIELDCREST 24	F 20189	Reg 76/0839	17 Feb 76	Renew 17 Feb 06
S. Africa	CANNON 24	F 2023 B	Reg 81/7199	28 Sep 81	Renew 28 Sep 11
Slovenia	CANNON 24	F 2163 B	Reg Z-9471246	09 Sep 94	Renew 09 Sep 04
Slovenia	CANNON & DEVICE 24	F 2164 B	Reg Z-9471245	09 Sep 94	Renew 09 Sep 04
Slovenia	FIELDCREST 24, 27	F 11780 (F 7597 B)	Reg 9471244	09 Sep 94	Renew 09 Sep 04
Slovak Republic	FIELDCREST 24, 27	F 7598 B	Reg 155,628	24 Oct 73	Renew 24 Oct 03
Slovak Republic	ROYAL VELVET 24	F 7592 B	Reg 186,348	20 Jul 99	Prove Use 20 Jul 04 Renew 15 Nov 06
Slovak Republic	ST. MARYS LOGO 24, 27	F 7593 B	Reg 163,041	28 Apr 86	Renew 28 Apr 06
Spain	ROYAL VELVET 24	F 4940 AB	Reg 898,591	20 Nov 79	Renew 23 Jan 09
Spain	FIELDCREST 20, 24	F 11787	Reg 431,496	30 Jul 65	Renew 30 Jul 05
Spain	CANNON & DEVICE 24	F 2031 B	Reg 1,005,277	05 Nov 83	Renew 05 Nov 03

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Spain	CANNON & DEVICE	F 2033 B	Reg 1,005,278	05 Nov 83	Renew 05 Nov 03
Spain	CANNON & DEVICE	F 2032 B	Reg 277,478	07 Apr 54	Renew 07 Apr 04
Spain	MONTICELLO	F 2034 B	Reg 969,104	30 Jul 88	Renew 30 Jul 08
Spain	CANNON	F 2029 B	Reg 598,798	05 Dec 73	Renew 04 Dec 03
Spain	CANNON	F 2030 B	Reg 598,799	05 Dec 73	Renew 04 Dec 03
Surinam	FIELDCREST	SL 100422	Reg 5,654	26 Aug 67	Renew 26 Aug 07
Sweden	ROYAL FAMILY	F 2039 B	Reg 164,649	01 Sep 78	Renew 01 Sep 08
Sweden	ROYAL CLASSIC	F 2038 B	Reg 198,976	06 Dec 85	Renew 06 Dec 05
S. Africa	ROYAL FAMILY	F 2026 B	Reg 77/4711	25 Oct 77	Renew 25 Oct 07
S. Africa	CANNON & DEVICE	F 2025 B	Reg 64/2793	10 Aug 84	Renew 10 Aug 04
S. Africa	ROYAL FAMILY	F 2027 B	Reg 77/4712	25 Oct 77	Renew 25 Oct 07
S. Africa	ROYAL VELVET	F 6969 AB	Reg 82/0496/82/0497	18 Jul 84	Renewal pending
Saudi Arabia	FIELDCREST	F 20186	Pub 231/24	23 Jan 91	Renew 28 Oct 09
Saudi Arabia	CANNON & DEVICE	F 2017 B	Reg 580/94	19 May 99	Renew 21 Jan 09
Saudi Arabia	CANNON & DEVICE	F 2018 B	Reg 101/38	21 Jan 80	Renew 20 Feb 09
Saudi Arabia	COTTON FRESH	F 6353 B	Reg 348/80	26 Aug 95	Renew 22 Jun 04
Saudi Arabia	ROYAL VELVET	F 7440 B	Reg 387/28	23 Oct 96	Renew 28 May 05
Singapore	CANNON & DEVICE	F 1685 B	Reg T85/02450H	06 Apr 85	Renewal Pending
Singapore	FIELDCREST	SL 100419	Reg 42,667	06 Oct 88	Renew 06 Oct 02
Singapore	CANNON & DEVICE	F 2020 B	Reg 44,805	30 Sep 68	Renew 30 Sep 03
Singapore	CANNON & DEVICE	F 2019 B	Reg 44,806	30 Sep 68	Renew 30 Sep 03
Singapore	ST. MARYS Logo	F 19563	Reg B.61211	19 Jun 74	Renew 19 Jun 05
Singapore	FIELDCREST ROYAL VELVET	F 7441 B	Reg 8511/95	06 Sep 95	Renew 06 Sep 05
Singapore	ST. MARYS CASS COLLECTION	F 8213 B	SN 283/96	30 Aug 96	Renew 30 Aug 06
Sweden	ROYAL CLASSIC	F 2037 B	Reg 196,744	20 Jun 85	Renew 20 Jun 05
Sweden	CANNON & DEVICE	F 2036 B	Reg 150,731	14 Mar 75	Renew 14 Mar 05
Sweden	ROYAL VELVET	F 4941 AB	Reg 169,161	07 Sep 79	Renew 07 Sep 09
Sweden	ST. MARYS Logo	F 19565	Reg 148,014	19 Jul 74	Renew 19 Jul 04
Sweden	FIELDCREST	F 11788	Reg 109,063	06 Mar 64	Renew 06 Mar 04
Switzerland	FIELDCREST	F 11789	Reg 328,693	09 Oct 63	Renew 07 Oct 03
Switzerland	ROYAL VELVET	F 4942 AB	Reg 303,062	18 Feb 80	Renew 18 Feb 10
Switzerland	ST. MARYS Logo	F 19566	Reg 274,436	25 Feb 74	Renew 25 Feb 04
Switzerland	TOUCH OF CLASS	F 4909 AB	Reg 299, 251	06 Jun 79	Renew 06 Jun 09
Taiwan ROC	FIELDCREST	F 5825 AB	Reg 164,125	01 Jan 82	Renewal pending

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Taiwan ROC	FIELDCREST	F 5825 AB	Reg 162,946	16 Feb 81	Renewal pending
Taiwan ROC	CANNON & DEVICE	F 2052 B	Reg 669,205	31 May 87	Renew 31 May 07
Taiwan ROC	CANNON & DEVICE	F 2053 B	Reg 68,789	01 Apr 74	Renew 31 May 04
Taiwan ROC	CANNON & DEVICE	F 2051 B	Reg 89,861	31 May 87	Renew 31 May 07
Taiwan ROC	ROYAL VELVET	F 7443 B	Reg 84043602	01 Jun 98	Renew 30 Apr 08
Taiwan ROC	ST. MARYS CASS COLLECTION	F 8216 B	Reg 804,941	01 Jul 98	Renew 01 Jul 08
Thailand	CANNON & DEVICE	F 1683 B	Reg (323898) 55,506	12 Apr 88	Renew 11 Jan 07
Thailand	ROYAL FAMILY	F 1751 B	Reg 361500	02 Jul 89	Renew 02 Jul 08
Thailand	CANNON IN RECTANGLE	F 2047 B	Reg 290,443	25 Aug 85	Renew 24 Aug 05
Thailand	CANNON IN RECTANGLE	F 2047 B	Reg 47,420	18 Aug 95	Renew 17 Aug 05
Thailand	SUPREME TOUCH	F 5660 B	Reg 40,872	24 Sep 93	Renew 23 Sep 03
Thailand	MONTICELLO	F 5802 B	Reg Kor 17749	25 Sep 94	Renew 25 Sep 04
Thailand	ROYAL FAMILY	F 2044 B	Reg 75130/65677	23 Jun 88	Renew 23 Jun 08
Thailand	ROYAL FAMILY	F 2045 B	Reg 95958	27 Jul 89	Renew 01 Jul 09
Thailand	CANNON & DEVICE	F 2046 B	Reg 44421/306264	16 May 86	Renew 15 May 06
Thailand	ST. MARYS	F 20238	Reg 47,834	05 Jan 78	Renew 14 Jul 06
Thailand	FIELDCREST	SL 100420	Reg 63,070	15 Sep 67	Renew 14 Sep 07
Trinidad/Tobago	FIELDCREST	SL 100083	Reg 3,764	19 Feb 68	Renew 19 Feb 09
Trinidad/Tobago	FIELDCREST	SL 100083	Reg 3,763	19 Feb 68	Renew 19 Feb 09
Trinidad/Tobago	FIELDCREST	SL 100083	Reg 3,762	19 Feb 68	Renew 19 Feb 09
Trinidad/Tobago	FIELDCREST	SL 100083	Reg 3,765	19 Feb 68	Renew 19 Feb 09
Trinidad/Tobago	ROYAL FAMILY	F 2060 B	Reg B 10,388	01 Sep 81	Renew 01 Dec 05
Trinidad/Tobago	CANNON & DEVICE	F 2057 B	Reg 5,902	22 Jan 70	Renew 21 Jan 08
Trinidad/Tobago	CANNON & DEVICE	F 2059 B	Reg 14,379	08 Jul 86	Renew 14 Nov 07
Trinidad/Tobago	CANNON & DEVICE	F 2058 B	Reg 5,903	22 Jan 70	Renew 21 Jan 08
Trinidad	ST. MARYS	F 20240	Reg 9,425	27 Dec 78	Renew 29 Apr 04
Tunisia	CANNON & DEVICE	F 2061 B	Reg EE02.0441	07 May 92	Renew 07 May 07
Turkish Cyprus	CANNON & DEVICE	F 2063 B	Reg 218	12 Jun 78	Renew 12 Jun 13
Turkey	CANNON & DEVICE	F 1557 B	Reg 102,025	16 Mar 77	Renew 16 Mar 07
Turkey	ST. MARYS	F 4572 AB	Reg 67008 (116487)	25 Feb 80 (90)	Renew 25 Feb 10
Turkey	FIELDCREST	F 4564 AB	Reg 67001 (116578)	25 Feb 80 (90)	Renew 25 Feb 10

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Turkey	ROYAL VELVET	F 7445 B	Reg 166,995	12 Dec 95	Renew 12 Dec 05
United Kingdom	FIELDCREST ROYAL VELVET	F 4933 AB	Reg 1,154,483	21 May 81	Renewal Pending
United Kingdom	FIELDCREST TOUCH OF CLASS	F 4900 AB	Reg 1,109,145	07 Feb 79	Renew 07 Feb 10
United Kingdom	NOBILITY	F 4916 AB	Reg 1,109,305	09 Feb 79	Renew 09 Feb 10
United Kingdom	FIELDCREST	F 11774	Regs 855031	08/10/63	Renew 08 Oct 08
United Kingdom	CANNON & DEVICE	F 1869B	Reg 805,695	11 May 60	Renew 11 May 05
United Kingdom	ST. MARYS Logo	F 19557	Reg 778,319	03 Jun 58	Renew 03 Jun 07
United Kingdom	ST. MARYS Logo	F 19557	Reg 779,066	23 Jun 58	Renew 23 Jun 07
United Kingdom	CANNON & DEVICE	F 1869 B	Reg 805,694	11 May 60	Renew 11 May 05
United Kingdom	CANNON & DEVICE	F 1868 B	Reg 1,095,734	17 May 78	Renew 17 May 09
United Kingdom	ST. MARYS Logo	F 19557	Reg B.1025745	27 Feb 74	Renew 27 Feb 05
United Kingdom	CROWN WHEAT & ARTILLERY DEVICE	F 8163 B	Reg 2,015,391	18 Jul 96	Renew 18 Jul 06
United Kingdom	FIELDCREST CANNON	F 8165 B	Reg 2,015,392	18 Jul 96	Renew 18 Jul 06
Uruguay	MONTICELLO	F 2127 B	Reg 310,697	05 Mar 91	Renew 13 Apr 09
Uruguay	CANNON	F 2126 B	Reg 254,780	13 Aug 92	Renew 13 Aug 02
Uruguay	CANNON	F 2124 B	Reg 210,089	29 Sep 86	Renew 29 Sep 06
Uruguay	CANNON & DEVICE	F 2125 B	Reg 254,781	28 Jul 72	Renew 13 Aug 02
Uruguay	FIELDCREST	F 11790	Reg 280,292 (see US 500882)	01 Oct 85	Renew 01 Oct 05
Uruguay	ST. MARYS	F 5325 AB	Reg 271,310	07 Aug 79	Renew 11 Jul 04 (Silmar to)
Uruguay	ROYAL VELVET	F 7446 B	Reg 280627	20 Apr 99	Renew 20 Apr 09
Uruguay	CANNON	F 7835 B	Reg 285,303	02 Jul 97	Renew 02 Jul 07
Uruguay	FIELDCREST	F 7839 B	Reg 285,304	02 Jul 97	Renew 02 Jul 07
Uruguay	FIELDCREST CANNON	F 7843 B	Reg 285,305	02 Jul 97	Renew 02 Jul 07
Venezuela	MONTICELLO	F 2155 B	Reg 104,267	04 Nov 83	Pending Application
Venezuela	SLUMBER SOFT	F 2157 B	Reg 133,012	28 Jan 88	Renew 28 Jan 03
Venezuela	CANNON MILLS COMPANY	F 2153 B	Reg 3983	11 Jun 79	Application Opposed
Venezuela	CANNON USA	F 2154 B	SN 3894	10 Jun 79	Application Opposed
Venezuela	ROYAL FAMILY	F 2156 B	Reg 94128-F	30 Apr 80	Pending Assignment to
Venezuela	CANNON	F 2152 B	SN 6816/6817	Mancase v	Pending Assignment to
Venezuela	FIELDCREST	F 11706	Reg 59,511	04 Aug 70	Renewal Pending
Venezuela	FIELDCREST ROYAL VELVET	F 7448 B	Reg P-193809	03 Jan 97	Renewal 03 Jan 07
Yugoslavia	CANNON	F 2163 B	Reg 94-0598	08 Sep 94	Renew 08 Sep 04
Yugoslavia	CANNON & DEVICE	F 2164 B	Reg 94-0599	08 Sep 94	Renew 08 Sep 04

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Yugoslavia	FIELDCREST 24, 27	F 11780	Reg 16,099	21 Jul 83	Renew 24 Dec 03
Zaire	CANNON & DEVICE 24	F 1512 B	Reg 1684/89	18 Jan 89	Renew 18 Jan 09

III. Domestic Trademark Applications

None.

IV. Foreign Trademark Applications

Country	Mark (Class)	Reference	Application #	Filed or Issued	Action Due/Status
Argentina	FIELDCREST 20	F 7836 B	SN 2024119	05 Mar 96	Pending Application
Argentina	FIELDCREST CANNON 20	F 7840 B	SN 2024120	05 Mar 96	Pending Application
Brazil	ROYAL VELVET 24	F 7414 B	SN 818754257	31 Aug 95	Pending Appln/Opposition
Canada	CHARISMA 24, 27	F 12272 B	Appln 1,101,837	04 May 01	Pending
China PRC	ROYAL CLASSIC 24, 27	F 7858 B	SN 960125122	12 Nov 96	To Be Published
EEC	ROYAL FAMILY 20, 24	F 11093 B	Appln 1,914,738	11 Oct 00	Pending
India	ST. MARYS 24	F 5848 AB	SN 627,258	05 May 94	Pending Application
India	ROYAL VELVET 24	F 7428 B	SN 678,301	28 Aug 95	Pending Application
Malaysia	CANNON & DEVICE 25	F 1955 B	SN 85/03518	09 Aug 85	Pending Application
Malaysia	ROYAL VELVET 24	F 7432 B	SN 95/10467	25 Sep 95	Pending Application
Panama	ROYAL VELVET 24	F 7435 B	SN 78,401		Pending Application
Paraguay	CANNON 20	F 7834 B	SN 4719-96	07 Mar 96	Pending Application
Paraguay	FIELDCREST CANNON 24, 27	F 8629 B	Reg 209318	04 Dec 98	Renew 04 Dec 08
Paraguay	CANNON 24, 27	F 8630 B	SN 01911	07 Feb 97	Pending Application
Philippines	FIELDCREST 24, 27	F 20074	Reg 203,588	07 Feb 97	Pending Application Renew 04 Jun 08
United Arab Emirates	FIELDCREST 24	F 12319 B	SN 118374	27 Feb 97	Pending Application
United Arab Emirates	CANNON 20, 24	F 12320 B	SN 118375	27 Feb 97	Pending Application
			SN 44,038	11 Aug 01	Pending Application
			SN 44,035	11 Aug 01	Pending Application

Country	Mark (Class)	Reference	Application #	Filed or Issued	Action Due/Status
United Arab Emirates	CANNON & DEVICE 20, 24	F 12321 B	SN 44,036	11 Aug 01	Pending Application
United Arab Emirates	CANNON ROYAL FAMILY 24, 20	F 12322 B	SN 44,037 44,038	11 Aug 01	Pending Application

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**LICENSES OF
FIELDCREST CANNON, INC.**

1. Trademark License Agreement, dated as of January 26, 1998, between Fieldcrest Cannon, Inc. and Ex-Cell Home Fashions, Inc. (Bath Accessories)
2. Trademark License Agreement, dated as of January 1, 1999, among Pillowtex Corporation, Fieldcrest Cannon, Inc., Fieldcrest Cannon Licensing, Inc. and Bardwil Industries, Inc. (Table Linens and Accessories)
3. Trademark License Agreement, dated as of March 20, 1998, among Fieldcrest Cannon, Inc., Fieldcrest Cannon Licensing, Inc. and Sure Fit, Inc. (Furniture Covers)

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS, that FIELDCREST CANNON, INC. ("Debtor"), having an office at One Lake Circle Drive, Kannapolis, North Carolina 28081, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in accordance with Section 7(g) of the Security Agreement.

Dated: May __, 2002

FIELDCREST CANNON, INC.

By: _____

Title: _____

STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

On the __ day of May, 2002, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of FIELDCREST CANNON, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Notary Public