



12-11-2002

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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): Hofmann Laces, Ltd. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State New York <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party(ies) Name: Wachovia Bank, National Association Internal Address: _____ Street Address: 201 South College Street Charlotte City: _____ State: NC Zip: 28288 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State North Carolina <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Subordinated <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ Execution Date: October 4, 2002 | | 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1807608</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Scott Jaffee, Esq. Internal Address: Morgan Lewis & Bockius LLP 46th Floor Street Address: 101 Park Avenue New York City: _____ State: NY Zip: 10178-0060 | | 6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41)..... <u>\$ 40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account | |
| 8. Deposit account number: <u>13-4520</u> | | (Attach duplicate copy of this page if paying by deposit account) | |
| DO NOT USE THIS SPACE | | | |
| 9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Ellen M. Baker Name of Person Signing _____ Signature _____ Date <u>Dec. 5 2002</u> Total number of pages including cover sheet, attachments, and document: <u>25</u> | | | |

12/10/2002 GTOM11

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40.00 OP

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

TRADEMARK
REEL: 002630 FRAME: 0970

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, GUILFORD MILLS, INC., a Delaware corporation ("GMI"), and each of the Guarantors referred to in the Security Agreement (as hereinafter defined) (GMI and the Guarantors are collectively referred to as the "Pledgors"), now own or hold or may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, each Pledgor is party to a Guaranty, Security and Pledge Agreement dated as of October 1, 2002 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") among GMI, the Guarantors referred to therein (the "Guarantors"), the A-Advanced Lender referred to therein (the "A-Advanced Lender"), the Noteholders referred to therein (the "Noteholders") and Wachovia Bank, National Association as Collateral Agent for the A-Advanced Lender and the Noteholders (in such capacity, and together with its successors and assigns, the "Collateral Agent"; and collectively with the A-Advanced Lender and the Noteholders, the "Secured Parties"), to which reference is made for definitions of capitalized terms used and not otherwise defined herein;

WHEREAS, pursuant to the terms of the Security Agreement, each of the Pledgors has granted to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all personal property of such Pledgor including, without limitation, all right, title and interest of such Pledgor in, to and under all of such Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of the Secured Obligations (such term being used herein as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does, as security for the Obligations, hereby grant to the Collateral Agent (for the benefit of the Secured Parties) a continuing security interest in all of such Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by any Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Each Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Collateral Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance satisfactory to the Collateral Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Collateral Agent, to carry out the provisions and purposes of Section 3 of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens (as defined in the Security Agreement) of the Collateral Agent for the benefit of the Secured Parties under the Security Agreement, the Related Documents (as defined in the Security Agreement) and this Trademark Security Agreement, in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any acts which the Collateral Agent believes constitute an infringement of any Trademark, or violate or infringe any right of a Pledgor or the Secured Parties therein or if any person, firm, corporation or other entity shall do or perform any acts which the Collateral Agent believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon 30 days' prior written notice to such Pledgor while an Event of Default (as defined in the Security Agreement) is continuing, the Collateral Agent may and shall have the right to take such steps and institute such suits or proceedings as the Collateral Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Collateral Agent may take such steps or institute such suits or proceedings in its own name or in the name of the applicable Pledgor or in the names of the parties jointly. The Collateral Agent hereby agrees to give the applicable Pledgor notice of any

steps taken, or any suits or proceedings instituted, by the Collateral Agent pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement. Each Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent (for the benefit of the Secured Parties) with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and 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.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Secured Obligations have been indefeasibly repaid in full, the Collateral Agent (on behalf of the Secured Parties), shall execute and deliver to such Pledgors, at GMI's or the applicable Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Security Agreement and the other Related Documents to which it is a party, each Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

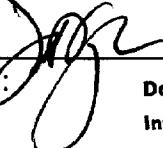
**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security

Agreement to be duly executed as of October 4, 2002.

PLEDGORS:

GUILFORD MILLS, INC.

By: 

Name:

David H. Taylor

Title:

Interim Chief Financial Officer

GUARANTORS:

CURTAINS AND FABRICS, INC.

GOLD MILLS, INC.

RASCHEL FASHION INTERKNITTING,
LTD.

GFD FABRICS, INC.

GFD SERVICES, INC.

MEXICAN INDUSTRIES OF
NORTH CAROLINA, INC.

HOFMANN LACES, LTD.

ADVISORY RESEARCH SERVICES, INC.

GUILFORD MILLS (MICHIGAN), INC.

GUILFORD AIRMONT, INC.

GOLD MILL FARMS, INC.

GMI COMPUTER SALES, INC.

TWIN RIVERS TEXTILE PRINTING AND
FINISHING

By: 

Name:

David H. Taylor

Title:

Interim Chief Financial Officer

ACCEPTED:

WACHOVIA BANK,
NATIONAL ASSOCIATION
as Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Pledgors have caused this Trademark
Security Agreement to be duly executed as of October 1, 2002.

PLEDGORS:

GUILFORD MILLS, INC.

By: _____
Name:
Title:

GUARANTORS:

CURTAINS AND FABRICS, INC.
GOLD MILLS, INC.
RASCHEL FASHION INTERKNITTING,
LTD.
GFD FABRICS, INC.
GFD SERVICES, INC.
MEXICAN INDUSTRIES OF
NORTH CAROLINA, INC.
HOFMANN LACES, LTD.
ADVISORY RESEARCH SERVICES, INC.
GUILFORD MILLS (MICHIGAN), INC.
GUILFORD AIRMONT, INC.
GOLD MILL FARMS, INC.
GMI COMPUTER SALES, INC.
TWIN RIVERS TEXTILE PRINTING AND
FINISHING

By: _____
Name:
Title:

ACCEPTED:

WACHOVIA BANK,
NATIONAL ASSOCIATION
as Collateral Agent

By: Colleen McCullum
Name: Colleen McCullum
Title: Director

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the 4th day of October, in the year 2002, before me personally came David H. Taylor, to me known, who, being by me sworn, did say that s/he is the Interim CFO of Guilford Mills, Inc., which corporation is described in, and which corporation executed the above instrument, and that s/he signed his/her name by order of the Board of Directors of said corporation.

W. Legg Jr.

On the 4th day of October, in the year 2002, before me personally came David H. Taylor, to me known, who, being by me sworn, did say that s/he is the Interim CFO of each of the Guarantors defined herein, which corporation is described in, and which corporation executed the above instrument, and that s/he signed his/her name by order of the Board of Directors of said corporation.


Notary Public

MEYTAL KASHI
Notary Public, State of New York
No. 01KA6068475
Qualified in New York County
Commission Expires January 7, 2006

**TRADEMARK
REEL: 002630 FRAME: 0977**

SCHEDULE A - TRADEMARKS

1. Trademarks¹

| Trademark | Owner | Registration Office and Date | Registration No. and Date |
|--|----------------------|--|------------------------------|
| MATCHMAKERS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,007,064 10/8/1996 |
| CUDDLE TOUCH | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,011,075 10/22/1996 |
| GUILFORD'S HEAVEN CLOTH | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,010,985 10/22/1996 |
| METALON | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,219,179 12/07/1982 |
| SWIM SENSATIONS (Owned by Guilford Mills, Inc.) | Guilford Mills, Inc. | United States Patent and Trademark Office | 2,134,997 02/03/98 |
| CONTOURSENSATIONS (Owned by Guilford Mills, Inc.) | Guilford Mills, Inc. | United States Patent and Trademark Office | 2,055,287 04/22/1997 |
| IT'S GOT TO BE GUILFORD FABRIC (& DESIGN) | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,161,152 06/02/98 |
| FABRICS THAT MOVE, IDEAS THAT WORK | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,086,081 08/05/97 |
| THERMA-SHELL | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,249,023 08/23/1983 |

¹ Please note that pursuant to a license agreement, dated June 20, 1996, as amended, GFD Fabrics, Inc. licenses to Guilford Mills, Inc. the right to use all trademarks issued or pending in the name of GFD Fabrics, Inc.

| Trademark | Owner | Registration Office and Date | Registration No. and Date |
|--|------------------------|--|------------------------------|
| MICROSENSATIONS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,091,347 08/26/97 |
| COOL FLEX | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,105,281 10/14/1997 |
| HOFMANN LACES LIMITED (Owned by Hofmann Laces, Ltd.) | Hofmann Laces, Ltd. | United States Patent and Trademark Office | 1,807,608 11/30/1993 |
| PERFORMANCE RATED | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,265,382 01/24/1984 |
| RAYNELL | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,145,464 03/17/1998 |
| IMPALA | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,270,821 03/20/1984 |
| THE UNPUNCHABLES (Owned by Guilford Mills, Inc.) | Guilford Mills, Inc. | United States Patent and Trademark Office | 2,151,361 04/14/98 |
| FANTASY | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,275,236 04/24/1984 |
| MACHO MAN | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,276,212 05/01/1984 |
| NATUR | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,291,145 08/21/1984 |
| SUEDIANCE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,851,109 08/23/1994 |

| Trademark | Owner | Registration Office and Date |
|--------------|-------------------|---|
| SLUMBER SOFT | GFD Fabrics, Inc. | United States Patent and Trademark Office 09/06/1994 |
| DRI-Q | GFD Fabrics, Inc. | United States Patent and Trademark Office 09/22/98 |
| PARFAIT | GFD Fabrics, Inc. | United States Patent and Trademark Office 09/25/1984 |
| INTROTEX | GFD Fabrics, Inc. | United States Patent and Trademark Office 10/04/1994 |
| ETCHTEK | GFD Fabrics, Inc. | United States Patent and Trademark Office 10/13/98 |
| MEGASUEDE | GFD Fabrics, Inc. | United States Patent and Trademark Office 11/03/98 |
| EUROSUEDE | GFD Fabrics, Inc. | United States Patent and Trademark Office 02/21/1995 |
| EN GARDE | GFD Fabrics, Inc. | United States Patent and Trademark Office 02/28/1995 |
| ULTRILURE | GFD Fabrics, Inc. | United States Patent and Trademark Office 03/28/1995 |
| XERON | GFD Fabrics, Inc. | United States Patent and Trademark Office 05/14/1985 |
| SUPER SPUN | GFD Fabrics, Inc. | United States Patent and Trademark Office 05/23/1995 |
| TRILON | GFD Fabrics, Inc. | United States Patent and Trademark Office 06/08/1965 |

| Trademark | Owner | Registration Office and Date |
|---------------------|-------------------|---|
| ERA II (& DESIGN) | GFD Fabrics | United States Patent and Trademark Office 06/11/1985 |
| INTIMATE MOODS | GFD Fabrics, Inc. | United States Patent and Trademark Office 06/20/1995 |
| VISCOUNT | GFD Fabrics, Inc. | United States Patent and Trademark Office 06/25/1985 |
| DECOTUCK | GFD Fabrics, Inc. | United States Patent and Trademark Office 06/09/1985 |
| WINDECOR | GFD Fabrics, Inc. | United States Patent and Trademark Office 07/09/1985 |
| COOL FLEX | GFD Fabrics, Inc. | United States Patent and Trademark Office 08/01/2000 |
| LIQUID SKIN | GFD Fabrics, Inc. | United States Patent and Trademark Office 8/24/99 |
| DYNA-MITE | GFD Fabrics, Inc. | United States Patent and Trademark Office 09/17/1985 |
| LAURA | GFD Fabrics, Inc. | United States Patent and Trademark Office 10/31/1995 |
| GUILTEC | GFD Fabrics, Inc. | United States Patent and Trademark Office 11/16/1985 |
| DECO PLEAT | GFD Fabrics, Inc. | United States Patent and Trademark Office 11/26/1985 |
| GUILFORD'S VELTERRA | GFD Fabrics, Inc. | United States Patent and Trademark Office 12/03/1985 |

| Trademark | Owner | Registration Office and Date | Registration No. and Date |
|-----------------------------|-------------------|--|------------------------------|
| SENSUA | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,373,881 12/03/1985 |
| CANCEL STAT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,384,359 02/25/1986 |
| GUILFORD COMFORT CONTROL | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,345,017 4/25/2000 |
| DIAMOND BRITE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,349,951 05/16/2000 |
| GUILSUEDE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,399,507 07/01/1986 |
| RAINBOWS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,400,394 07/08/1986 |
| FLANNEL FLANNEL II | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,400,388 07/08/1986 |
| POLY ONE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,043,587 07/13/1976 |
| FAHRENHEIT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,401,263 07/15/1986 |
| HEAVENLY NIGHT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,401,265 07/15/1986 |
| KITTEN KNIT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,401,270 07/15/1986 |
| VERY VELOUR (STYLIZED) | GFD Fabrics | United States Patent and Trademark Office | 1,401,269 07/15/1986 |

| Trademark | Owner | Registration Office and Date | Registration No. and Date |
|----------------------------|-------------------|--|------------------------------|
| COLOR-LOK (& DESIGN) | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,401,268 07/15/1986 |
| ORIGINAL GLIMMER | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,401,261 07/15/1986 |
| VOYANT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,402,227 07/22/1986 |
| FORTY WINKS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,402,228 07/22/1986 |
| ULTRAVELLE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,402,230 07/22/1986 |
| LOCLOOP | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,383,472 09/05/2000 |
| PAPER PERFECT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,387,952 9/19/2000 |
| MICRO BASICS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,411,749 12/12/2000 |
| GUILFORD CLASSIC | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,413,556 12/19/2000 |
| GUILFORD'S TAKE CONTROL | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,423,616 01/23/2001 |
| GUILFORD'S WPF12 | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,424,069 01/23/2001 |
| POLY SUEDE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,428,441 02/10/1987 |

TRADEMARK
REEL: 002630 FRAME: 0983

| Trademark | Owner | Registration Office and Date | Registration No. and Date |
|---------------------------------|-------------------|--|------------------------------|
| FR CHEM-FREE FABRICS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,428,439 02/10/1987 |
| PRINTEK | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,428,435 02/13/2001 |
| ULTRILON | GFD Fabrics, Inc. | United States Patent and Trademark Office | 824,137 02/14/1967 |
| GUILFORD COMFORT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,451,633 05/15/2001 |
| ULTRILURE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 829,166 05/23/1967 |
| GULFAST | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,462,802 06/19/01 |
| GUILFORD's SMOOTH SENSATIONS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,461,184 06/19/01 |
| CARESS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,445,231 06/30/1987 |
| GUILFORD'S WEATHER MATE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,446,488 07/07/1987 |
| ONE TOUCH | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,469,653 07/17/01 |
| WARM GLOW | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,453,240 08/18/1987 |

| Trademark | Owner | Registration Office and Date |
|-----------------------------------|-------------------|--|
| GUILFORD'S ENCHANTMENT COLLECTION | GFD Fabrics, Inc. | United States Patent and Trademark Office 2,503,714 11/06/2001 |
| AUTO TEX | GFD Fabrics, Inc. | United States Patent and Trademark Office 1,464,614 11/10/1987 |
| VAN GARD | GFD Fabrics, Inc. | United States Patent and Trademark Office 1,464,615 11/10/1987 |
| NATURSNIT | GFD Fabrics, Inc. | United States Patent and Trademark Office 2,509,855 11/20/2001 |
| LUSTURA | GFD Fabrics, Inc. | United States Patent and Trademark Office 1,469,112 12/15/1987 |
| ULTRA LITE BY GUILFORD | GFD Fabrics, Inc. | United States Patent and Trademark Office 2,521,971 12/25/2001 |
| GUILTEC | GFD Fabrics, Inc. | United States Patent and Trademark Office 2,527,249 01/08/2002 |
| GUILFAST SELECT | GFD Fabrics, Inc. | United States Patent and Trademark Office 2,527,014 01/08/2002 |
| SENSATIABLES | GFD Fabrics, Inc. | United States Patent and Trademark Office 2,571,417 5/21/2002 |
| GUILFLEX | GFD Fabrics, Inc. | United States Patent and Trademark Office 2,583,571 6/18/2002 |
| GUILFORD'S ACTION FLEECE | GFD Fabrics, Inc. | United States Patent and Trademark Office 2,581,239 6/18/2002 |

TRADEMARK
REEL: 002630 FRAME: 0985

| Trademark | Owner | Registration Office and Date | Registration No. and Date |
|-----------------------|-------------------|--|------------------------------|
| TUC TAC TOE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 2,605,610 8/6/2002 |
| GUIL-TUF | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,513,635 11/22/1988 |
| GUILFORD'S CAVLON | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,519,888 01/10/1989 |
| PEARLESCENCE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,554,760 09/05/1989 |
| DESIREE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,125,996 10/16/1979 |
| SHEER SILVER | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,599,657 06/05/1990 |
| LUSTRELLE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,613,909 09/18/1990 |
| INTIMA | GFD Fabrics, Inc. | United States Patent and Trademark Office | 901,859 11/03/1970 |
| GUIL KNITS (& DESIGN) | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,145,052 12/30/1980 |
| BRILLIANT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,155,996 05/26/1981 |
| EN GARDE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 1,169,388 09/15/1981 |
| GUILFORD | GFD Fabrics, Inc. | Benelux | 586.259 12/05/95 |

| Trademark | Owner | Registration Office | Registration No. and Date |
|-------------------------|-------------------|---------------------|------------------------------|
| GUILFORD | GFD Fabrics, Inc. | Benelux | 439.479 12/23/87 |
| GUILFORD | GFD Fabrics, Inc. | Brazil | 09/18/97 |
| GUILFORD | GFD Fabrics, Inc. | Brazil | 820215562 09/18/97 |
| GUILFORD | GFD Fabrics, Inc. | Brazil | 09/18/97 |
| GUILFORD'S CLAIRE VOILE | GFD Fabrics, Inc. | Canada | TMA404,469 07/19/90 |
| GUILFORD | GFD Fabrics, Inc. | Canada | 432,027 06/03/93 |
| GUILFORD | GFD Fabrics, Inc. | China | 1441021 06/01/99 |
| GUILFORD | GFD Fabrics, Inc. | China | 1438278 06/01/99 |
| GUILFORD | GFD Fabrics, Inc. | Colombia | 209914 07/15/97 |
| GUILFORD | GFD Fabrics, Inc. | Colombia | 209915 07/15/97 |
| GUILFORD | GFD Fabrics, Inc. | Costa Rica | 110985 08/08/97 |
| GUILFORD | GFD Fabrics, Inc. | Costa Rica | 108313 08/08/97 |
| GUILFORD | GFD Fabrics, Inc. | Czech Republic | 231,606 05/05/99 |
| GUILFORD | GFD Fabrics, Inc. | Czech Republic | 231,606 05/05/99 |
| GUILFORD | GFD Fabrics, Inc. | Dominican Rep. | 93,047 08/20/97 |
| GUILFORD | GFD Fabrics, Inc. | Dominican Rep. | 93,071 08/20/97 |

TRADEMARK
REEL: 002630 FRAME: 0987

| Trademark | Owner | Registration Office and Date | Registration No. and Date |
|-----------|-------------------|---------------------------------|------------------------------|
| GUILFORD | GFD Fabrics, Inc. | Dominican Rep. | 93,094 08/20/97 |
| GUILFORD | GFD Fabrics, Inc. | Ecuador | 6090-98 07/25/97 |
| GUILFORD | GFD Fabrics, Inc. | Ecuador | 6089-98 07/25/97 |
| GUILFORD | GFD Fabrics, Inc. | El Salvador | 50/86 07/23/97 |
| GUILFORD | GFD Fabrics, Inc. | El Salvador | 51 07/23/97 |
| GUILFORD | GFD Fabrics, Inc. | EU | 124735 04/01/96 |
| GUILFORD | GFD Fabrics, Inc. | EU | 04/01/96 |
| GUILFORD | GFD Fabrics, Inc. | Guatemala | 94989 08/04/97 |
| GUILFORD | GFD Fabrics, Inc. | Guatemala | 94990 08/04/97 |
| GUILFORD | GFD Fabrics, Inc. | Honduras | 71.559 07/10/97 |
| GUILFORD | GFD Fabrics, Inc. | Honduras | 71.200 07/10/97 |
| GUILFORD | GFD Fabrics, Inc. | India | 05/07/99 |
| GUILFORD | GFD Fabrics, Inc. | India ² | 05/07/99 |
| GUILFORD | GFD Fabrics, Inc. | Japan | 3237656 07/14/93 |
| GUILFORD | GFD Fabrics, Inc. | Japan | 3237657 07/14/93 |

² Pending.

| Trademark | Owner | Registration Office and Date | Registration No. |
|-----------|-------------------|---------------------------------|----------------------|
| GUILFORD | GFD Fabrics, Inc. | Mexico | 463454 08/02/93 |
| GF | GFD Fabrics, Inc. | Mexico | 485571 03/01/94 |
| GUILFORD | GFD Fabrics, Inc. | Mexico | 621,098^ 09/25/97 |
| GUILFORD | GFD Fabrics, Inc. | Mexico | 563,160 09/25/97 |
| DRI-Q | GFD Fabrics, Inc. | Mexico | 632,803 10/14/99 |
| NUSTART | GFD Fabrics, Inc. | Mexico | 642,337 01/10/00 |
| GUILFORD | GFD Fabrics, Inc. | Nicaragua | 38,369 08/06/97 |
| GUILFORD | GFD Fabrics, Inc. | Nicaragua | 38,370 08/07/97 |
| GUILFORD | GFD Fabrics, Inc. | Panama | 89240 08/05/97 |
| GUILFORD | GFD Fabrics, Inc. | Panama | 89239 08/05/97 |
| GUILFORD | GFD Fabrics, Inc. | Paraguay ³ | 07/25/97 |
| GUILFORD | GFD Fabrics, Inc. | Paraguay ⁴ | 07/25/97 |
| GUILFORD | GFD Fabrics, Inc. | Peru | 41669 07/16/97 |
| GUILFORD | GFD Fabrics, Inc. | Peru | 43989 07/16/97 |

³ Pending.
⁴ Pending.

| Trademark | Owner | Registration Office and Date |
|-----------|-------------------|---------------------------------|
| GUILFORD | GFD Fabrics, Inc. | Poland ⁵ 05/14/99 |
| GUILFORD | GFD Fabrics, Inc. | Poland ⁶ 05/14/99 |
| GUILFORD | GFD Fabrics, Inc. | Russian Fed. 209616 05/05/99 |
| GUILFORD | GFD Fabrics, Inc. | Russian Fed. 209616 05/05/99 |
| GUILFORD | GFD Fabrics, Inc. | South Africa 05/03/99 |
| GUILFORD | GFD Fabrics, Inc. | South Africa 05/03/99 |
| GUILFORD | GFD Fabrics, Inc. | South Africa 05/03/99 |
| GUILFORD | GFD Fabrics, Inc. | Thailand 126098 11/06/90 |
| GUILFORD | GFD Fabrics, Inc. | United Kingdom 09/29/94 |
| GUILFORD | GFD Fabrics, Inc. | Uruguay ⁷ 08/12/97 |
| GUILFORD | GFD Fabrics, Inc. | Venezuela 08/01/97 |
| GUILFORD | GFD Fabrics, Inc. | Venezuela 08/01/97 |

⁵ Pending.

⁶ Pending.

⁷ Pending.

Trademarks – United States Pending Applications⁸

| Trademark | Owner | Registration Office | Application Serial No. Appln. Filing Date |
|---|-------------------|---|---|
| GUILFORD FABRIC (STYLIZED) | GFD Fabrics, Inc. | United States Patent and Trademark Office | 74/365,015 3/05/93 |
| TAKE CONTROL | GFD Fabrics, Inc. | United States Patent and Trademark Office | 75/159,184 9/3/96 |
| PRINTEK BY GUILFORD | GFD Fabrics, Inc. | United States Patent and Trademark Office | 75/282,343 4/28/97 |
| STAT STAR | GFD Fabrics, Inc. | United States Patent and Trademark Office | 75/514,638 07/07/98 |
| GUILFORD'S WINTERSCAPES FLEECE COLLECTION | GFD Fabrics, Inc. | United States Patent and Trademark Office | 75/610,904 12/23/98 |
| EXTENDED LINK | GFD Fabrics, Inc. | United States Patent and Trademark Office | 75/623,842 01/21/99 |
| GUILFORD'S TAHOE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 75/636,185 2/8/99 |
| GUILFORD'S GENESIS COLLECTION | GFD Fabrics, Inc. | United States Patent and Trademark Office | 75/858,186 11/26/99 |
| GUILFORD'S DURASUEDE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/020,231 04/07/00 |
| GUILFORD'S ELOQUENCE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/020,229 04/07/00 |
| GUILFAST LITE | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/073284 06/15/00 |

⁸ Please note that pursuant to a license agreement, dated June 20, 1996, as amended, GFD Fabrics, Inc. licenses to Guilford Mills, Inc. the right to use all trademarks issued or pending in the name of GFD Fabrics, Inc.

| Trademark | Owner | Registration Office | Application Serial No. Appln. Filing Date |
|---|-------------------|---|---|
| GUIL GRID | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/098014 7/27/00 |
| ATF ADVANCED TECHNOLOGY FIBERS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/137114 9/29/00 |
| GUILFORD'S SENSESATIONS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/147152 10/10/00 |
| GUILFORD'S WEATHER GARD | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/169236 11/20/00 |
| GUILFORD'S SPUNFLEX | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/181170 12/13/00 |
| GTT - GUILFORD TECHNICAL TEXTILES BOUDOIR | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/179324 12/13/00 |
| WINDOWS OF THE WORLD | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/219801 03/05/01 |
| AN AMERICAN CLASSIC | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/219803 03/05/01 |
| SOF KLEEN | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/236552 04/05/01 |
| REDI-WIPES | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/254574 05/09/01 |
| GUIL-WIPES | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/267152 06/05/01 |
| FRE-FLO PCT | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/274738 06/19/01 |
| WEATHER SMART | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/274737 06/19/01 |
| SPACECRAFTER FABRICS | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/275086 06/22/01 |

| Trademark | Owner | Registration Office | Application Serial No. Appln. Filing Date |
|------------------|-------------------|---|---|
| COMFORT IN A BAG | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/294829 8/6/01 |
| READY SET DUVET | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/294828 8/6/01 |
| SENSATIABLES | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/312251 9/12/01 |
| STORM SHIELD | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/348495 12/31/01 |
| GT MEDTEX | GFD Fabrics, Inc. | United States Patent and Trademark Office | 76/363640 01/25/02 |

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SCHEDULE B - TRADEMARK LICENSES

None.

1-NY/1523706.1

RECORDED: 12/05/2002

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REEL: 002630 FRAME: 0995