

05-09-2003



Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

102444057  
**TRADEMARKS ONLY**

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

DAN RIVER INC.

5-7-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Georgia**
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: **Deutsche Bank Trust Company Americas**

(as Administrative Agent)

Internal Address: **Mail Drop JCY05-0511**

Street Address: **90 Hudson Street**

City: **Jersey City** State: **NJ** 07302

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **New York**
- 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

OFFICE OF TRADEMARKS & CONFIDENTIALITY  
FINANCE SECTION  
MAY -7 11 03

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other **Grant of Trademark Security Interest**

Execution Date: **April 15, 2003**

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

A. Trademark Application No.(s)

**76154190**  
**76365532**

B. Trademark Registration No.(s)

**407813 (Cont'd.)**

Additional number(s) attached  Yes  No

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

Name: **Chester Rothstein, Esq.**

Internal Address: \_\_\_\_\_

**Amster, Rothstein & Ebenstein**

Street Address: **90 Park Avenue**

City: **New York** State: **NY** Zip: **10016**

6. Total number of applications and registrations involved: **29**

7. Total fee (37 CFR 3.41).....\$ **740.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**01-1785 [for ADDITIONAL Fees only, if any]**

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

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Chester Rothstein**

Name of Person Signing

Signature

**05-07-2003 [29684/3]**

Date

Total number of pages including cover sheet, attachments, and document: **9**

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

**TRADEMARK**  
**REEL: 002729 FRAME: 0306**

**RECORDATION FORM COVER SHEET****CONTINUATION****ITEM 4.****B. TRADEMARK REGISTRATION NO(S):**

812258  
910143  
910163  
901599  
2658804  
2571912  
2113088  
2003752  
2021550  
1964833  
2090184  
2534395  
1630114  
1536425  
1708267  
2458496  
1861850  
1917299  
397444  
806026  
2613245  
2705120  
607067  
560250  
1469116  
402819

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, the undersigned signatory (the "**Grantor**") owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, DAN RIVER INC., a Georgia corporation ("**Borrower**") has entered into a Credit Agreement dated as of April 15, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Deutsche Bank Trust Company Americas, as Administrative Agent for the Lenders (in such capacity, the "**Secured Party**"), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of April 15, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between the Grantor and the Secured Party, the Grantor has agreed to create in favor of the Secured Party a secured and protected interest in, and the Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to the Secured Party, for the benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in **Schedule A**) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in **Schedule A**) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United

States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such the Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof or an additional insured thereunder), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Grantor’s rights or interests in any license, contract or agreement to which the Grantor is a party (other than any such license, contract or agreement in respect of which each other party is an Affiliate of such the Grantor) or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which the Grantor is a party (but only to the extent such terms are not rendered ineffective by the provisions of Sections 9-406, 9-407 or 9-408 of the UCC); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

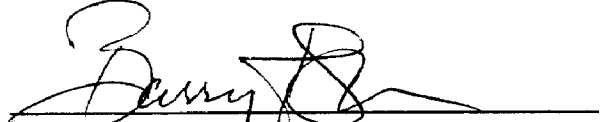
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 15<sup>th</sup> day of April, 2003.

**GRANTOR:**

DAN RIVER INC.,  
a Georgia corporation, as the Grantor

By: 

Name: Barry F. Shea

Title: Executive Vice President-Chief  
Financial Officer

[Dan River – Trademark Security Interest]

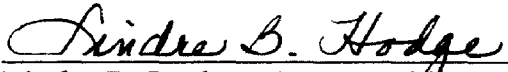
**TRADEMARK**  
**REEL: 002729 FRAME: 0310**

State of Virginia

City of Danville

April 9, 2003

Then personally appeared the above named Barry F. Shea, as Executive Vice President-Chief Financial Officer of Dan River Inc., and acknowledged the foregoing instrument to be his free act and deed as Executive Vice President-Chief Financial Officer of Dan River Inc., before me,

  
Lindre B. Hodge, Notary Public

My commission expires: September 30, 2006

[Dan River – Trademark Security Interest]

**TRADEMARK**  
**REEL: 002729 FRAME: 0311**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number/(Serial Number)</u>	<u>Registration Date/ (Filing Date)</u>
<b><u>Material Trademarks</u></b>			
Dan River Inc.	Dan River	0407813	06/27/1944
Dan River Inc.	Dan River	0812258	08/02/1966
Dan River Inc.	Dan River	0910143	03/16/1971
Dan River Inc.	Dan River	0910163	03/16/1971
<b><u>Non-material Trademarks with Some Value</u></b>			
Dan River Inc.	Dan River Inc. (Corporate Logo)	0901599	10/27/1970
Dan River Inc.	Dan River Inc.	2658804	12/10/2002
Dan River Inc.	Bed-In-A-Bag Decor	2571912/(75805837)	9/22/1999
Dan River Inc.	Bed In A Bag	2113088	11/11/1997
Dan River Inc.	Bed-In-A-Bag	2003752	09/24/1996
Dan River Inc.	Bed in a Bag Extras	(76154190)	(10/26/2000)
Dan River Inc.	Bed In A Bag Logo	2021550	12/10/1996
Dan River Inc.	Bed In A Bag Logo	1964833	04/02/1996
Dan River Inc.	Bedroom-In-A-Bag	2090184	08/19/1997
Dan River Inc.	Casual Kids	2534395/(75366580)	01/29/2002
Dan River Inc.	Dancheck	1630114	01/01/1991
Dan River Inc.	Dri-Don	0662645 (EXPIRED)	06/08/1978
The Bibb Company	Esterweld	1536425	04/25/1989
Dan River Inc.	Everything You Need to Dress Your Bed	1708267	08/18/1992

Dan River Inc.	Everything You Need to Decorate Your Bedroom	2458496/(75805838)	09/22/1999
Dan River Inc.	Magellan	1861850	11/08/1994
Dan River Inc.	My Snuggle Pillow	1917299	09/05/1995
Dan River Inc.	Packaging for Bed in a Bag Decor		
Dan River Inc.	Ripplespun	0397444	09/08/1942
Dan River Inc.	Sun-Weave	0806026	03/22/1966
Dan River Inc.	Sunweave	2613245/(76038498)	08/27/2002
Dan River Inc.	Teen Central	2705120/(76107483)	04/08/2003
Dan River Inc.	Wrinkl-Shed	0607067	06/07/1955
Dan River Inc.	Wrinkl-Shed	0560250	06/17/1952
Dan River Inc.	Bed-In-A-Bag	29500172-2	
Dan River Inc.	Bed-In-A-Bag	1910428-2	
Dan River Inc.	Logo	19102829-8	
Dan River Inc.	Casual Kids	20000028-8	
Dan River Inc.	Criterion	29003481-3 • 1469116	
Dan River Inc.	Dan River	29003496-9	
Dan River Inc.	Dan River	29003504-9	
Dan River Inc.	Dan River	29003515-1	
Dan River Inc.	Dan River	29003516-2	
Dan River Inc.	Sportzone	10200063-8 • (76/365532)	
Dan River Inc.	Dancheck	19000488-6	
Dan River Inc.	Design	29003544-3 • 402819	
Dan River Inc.	Dr Symbol	10100889-3	
Dan River Inc.	Dri-Don	29003500-05	
Dan River Inc.	Esterweld	20003192-3	
Dan River Inc.	You Need To	19102830-0	
Dan River Inc.	You Need To	19901344-7	
Dan River Inc.	Magellan	19301666-8	
Dan River Inc.	For Bed In A	19901471-8	
Dan River Inc.	Sun-Weave	29003586-9	



Dan River Inc.	Sunweave	10000697-9
Dan River Inc.	Central	10001369-6
Dan River Inc.	Wrinkl-Shed	29003593-7
Dan River Inc.	Wrinkl-Shed	29003594-8