

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pillowtex Corporation		11/03/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Official Pillowtex LLC
Street Address:	1800 Moler Road
City:	Columbus
State/Country:	OHIO
Postal Code:	43207
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Registration Number:	1970303	A TOUCH OF VELVET
Registration Number:	1769348	ADJUST-A-FIT
Registration Number:	2437618	ALLURANCE
Registration Number:	1420085	BACK SLEEPER
Registration Number:	1383425	BEDMATE
Registration Number:	1782129	BE MY GUEST
Registration Number:	2772396	BEYOND BIG
Registration Number:	2744470	BEYOND BIG
Registration Number:	1874691	BIG DEAL
Registration Number:	1824430	THE BIG ONE
Registration Number:	1869647	THE BIG ONE
Registration Number:	2011194	BIG STUFF
Registration Number:	2131388	BODY BALANCE
Registration Number:	2200242	BODY CLOUD
Registration Number:	2072637	BODY CUDDLER

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Registration Number:	2138520	BOX PLUS
Registration Number:	1421980	BRITE WHITE
Registration Number:	1820648	CAT'S MEOW - THE PURR-FECT PILLOW FOR CAT NAPPING
Registration Number:	1881464	CLASSIC CHOICE
Registration Number:	1889307	COLORCASE WOVENS
Registration Number:	1873292	COLOSSAL
Registration Number:	2716395	COMFORT FOAM
Registration Number:	1802981	COMFORT LEVEL
Registration Number:	2161012	COMFORT QUEST
Registration Number:	2244525	COMFORT QUEST
Registration Number:	1250408	COTTON MATE
Registration Number:	2204346	CREST OF DOWN
Registration Number:	2219516	CUDDLE COMFORT
Registration Number:	2133337	DOWN SECURE
Registration Number:	2143558	DOWN THE MIDDLE
Registration Number:	1434765	DREAM SPINNER
Registration Number:	1406617	DREAM WARMER
Registration Number:	2103757	DUO PILLOW
Registration Number:	2378039	FLAT FREE
Registration Number:	2669594	FLAT FREE
Registration Number:	2398449	FUN STUFF
Registration Number:	1100211	GLOBE
Registration Number:	2757166	THE GREAT BIG ONE
Registration Number:	1787512	GREAT SHAPES
Registration Number:	1855421	GUARANTEED-TO-FIT
Registration Number:	2146738	HEALTHWATCH
Registration Number:	2244683	HEALTHY WAYS
Registration Number:	1470686	HOME FORUM
Registration Number:	1415918	HOMEWARD BOUND
Registration Number:	1973312	JUST FOR ME
Registration Number:	1415919	LITE N LOFTY
Registration Number:	1879226	MONSTER PILLOW
Registration Number:	1452155	NATURAL CHOICE
Registration Number:	1882722	THE NATURAL COLLECTION

Registration Number:	2191585	NATURAL EXPRESSIONS
Registration Number:	1984662	NESTLE DOWN
Registration Number:	1403892	NIGHT WARMER
Registration Number:	1898128	NOVA
Registration Number:	2137933	OUTER DOWN
Registration Number:	1882970	PACKABLE PILLOW
Registration Number:	1101534	PADABOUT
Registration Number:	1082617	PARK ROW
Registration Number:	2654720	PERFECT BLEND
Registration Number:	1472319	PERMA LOFT
Registration Number:	1448579	PILLOWTEX
Registration Number:	1460079	PILLOWTEX
Registration Number:	1998830	PLEASANT DREAMS
Registration Number:	2048265	PUFF BALL
Registration Number:	2473708	PURPOSEFUL PILLOWS
Registration Number:	1565984	REGENCY BY GLOBE
Registration Number:	1414266	SIDE SLEEPER
Registration Number:	1533134	SLUMBER SHAPES
Registration Number:	1272766	SNUGMATE
Registration Number:	1405847	SOFT N' LOFTY
Registration Number:	812265	SUMERSON
Registration Number:	2104327	TENDER YEARS
Registration Number:	2194147	TENDER YEARS
Registration Number:	2220907	UPPER DOWN
Registration Number:	1407724	VELOURS ROYALE
Registration Number:	1405888	VELOURS ROYALE
Registration Number:	2754045	WIDE SIDE
Serial Number:	76460917	BEDMATE
Serial Number:	76336670	THE BIGGER ONE
Serial Number:	76472136	CHAMBERED DOWN
Serial Number:	76349301	THE GREAT BIG ONE
Serial Number:	76355887	ULTRALOFT
Serial Number:	76339063	WIDE SIDE

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 002747 FRAME: 0861**

Fax Number: (513)421-7261  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 513-241-2324  
Email: tremaklus@whepatent.com  
Correspondent Name: Theodore R. Remaklus  
Address Line 1: 441 Vine Street  
Address Line 2: 2700 Carew Tower  
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:

OPILL-03

NAME OF SUBMITTER:

Theodore R. Remaklus

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of November 3, 2003 by and among Pillowtex Corporation, a Texas corporation (the "Assignor"), and Official Pillowtex LLC, a Delaware limited liability company (the "Assignee").

### RECITALS

A. Assignor and GGST LLC have entered into the Asset Purchase Agreement dated as of July 29, 2003 (the "Purchase Agreement").

B. Pursuant to Section 2.1 of the Purchase Agreement, Assignor desires to assign to Assignee, GGST LLC's designee, and Assignee desires to acquire all of Assignor's right, title, and interest in and to the Owned Intellectual Property (as defined in the Purchase Agreement), including those trademarks owned by Assignor which are listed on Exhibit A and all goodwill associated therewith (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Purchase Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the assignment of the Owned Intellectual Property required by the Purchase Agreement, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, free and clear of all Liens and Encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

3. Each of the parties hereto shall execute such documents and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and give effect to the transactions contemplated under this Assignment. From time to time after the date of this Assignment, Assignor shall prepare all documents and take all actions reasonably necessary to further the assignment of the Assigned Trademarks to Assignee hereunder. Such assignments shall be in recordable form based on the local law requirements, if applicable.

4. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as

appropriate the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Agreement.

5. This Assignment will be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

Pillowtex Corporation

By: *[Signature]*

Name: John F. Sterling

Title: Vice President

**ASSIGNEE:**

Official Pillowtex LLC

By: *[Signature]*

Name: Scott Berastin

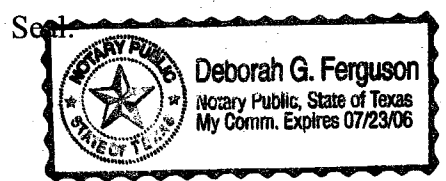
Title: Manager

**Acknowledgement by Notary Public**

State of TEXAS

County of DALLAS

On this 3<sup>rd</sup> day of November, 2003, before me, the undersigned Notary Public, personally appeared JOHN F. STERLING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Signature: *[Signature]*

Name: DEBORAH G. FERGUSON, Notary Public

## Schedule A

### Trademark Registrations

<u>Mark</u>	<u>Number</u>	<u>Registration Date</u>
A Touch of Velvet	1970303	04/23/96
Adjust-A-Fit	1769348	05/04/93
Allurance (20)	2437618	03/20/01
Back Sleeper	1420085	12/09/86
Bedmate (Stylized)	1383425	02/18/86
Be My Guest (20)	1782129	07/13/93
Beyond Big (20)	2772396	10/07/03
Beyond Big (24)	2744470	07/29/03
Big Deal	1874691	01/17/95
Big One, The (20)	1824430	03/01/94
Big One, The (24)	1869647	12/27/94
Big Stuff	2011194	10/22/96
Body Balance (20)	2131388	01/20/98
Body Cloud (20)	2200242	10/27/98
Body Cuddler	2072637	06/17/97
Box Plus (24)	2138520	02/24/98
Brite White	1421980	12/23/86
Cat's Meow - The Purr-fect Pillow For Cat Napping	1820648	02/08/94
Classic Choice	1881464	02/28/95
Colorcase Wovens	1889307	04/11/95
Colossal	1873292	01/10/95
Comfort Foam (20)	2716395	05/13/03
Comfort Level	1802981	11/02/93
Comfort Quest (20)	2161012	05/26/98
Comfort Quest (20)	2244525	05/11/99
Cotton Mate	1250408	09/06/83
Crest of Down	2204346	11/17/98
Cuddle Comfort (20)	2219516	01/19/99
Down Secure	2133337	01/27/98
Down the Middle	2143558	03/10/98
Dream Spinner	1434765	03/31/87
Dream Warmer	1406617	08/26/86
Duo Pillow	2103757	10/07/97
Flat Free (20)	2378039	08/15/00
Flat Free (24)	2669594	12/31/02
Fun Stuff (20)	2398449	10/24/00
Globe	1100211	08/22/78
Great Big One, The (20)	2757166	08/26/03



<u>Mark</u>	<u>Number</u>	<u>Registration Date</u>
Great Shapes	1787512	08/10/93
Guaranteed To Fit	1855421	09/20/94
Healthwatch	2146738	03/24/98
Healthy Ways (20)	2244683	05/11/99
Home Forum	1470686	12/29/87
Homeward Bound	1415918	11/04/86
Just for Me	1973312	05/07/96
Lite N' Lofty	1415919	11/04/86
Monster Pillow	1879226	02/14/95
Natural Choice	1452155	08/11/87
Natural Collection, The	1882722	03/07/95
Natural Expressions	2191585	09/22/98
Nestle Down	1984662	07/02/96
Night Warmer	1403892	08/05/86
Nova	1898128	06/06/95
Outer Down	2137933	02/17/98
Packable Pillow	1882970	03/07/95
Pad About	1101534	09/05/78
Park Row	1082617	01/17/78
Perfect Blend (20)	2654720	11/26/02
Perma Loft	1472319	01/12/88
Pillowtex (24)	1448579	07/21/87
Pillowtex (Pillows Only)	1460079	10/06/87
Pleasant Dreams (20)	1998830	09/03/96
Puff Ball	2048265	03/25/97
Purposeful Pillows	2473708	07/31/01
Regency By Globe	1565984	11/14/89
Side Sleeper	1414266	10/21/86
Slumber Shapes	1533134	04/04/89
Snugmate	1272766	04/03/84
Soft N' Lofty	1405847	08/19/86
Sumerson	812265	08/02/66
Tender Years (20)	2104327	10/07/97
Tender Years (24)	2194147	10/06/98
Upper Down (20)	2220907	01/26/99
Velours Royale (20)	1407724	09/02/86
Velours Royale (24)	1405888	08/19/86
Wide Side (20)	2754045	08/19/03