

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
Fieldcrest Cannon Licenseing Inc.		11/03/2003	CORPORATION: DELAWARE

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: 1		
Property Type	Number	Word Mark
Registration Number:	2136918	BIO-TECT

CORRESPONDENCE DATA	
Fax Number:	(513)421-7269
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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-04 122
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NAME OF SUBMITTER:	Theodore R. Remaklus
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Total Attachments: 7
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of November 3, 2003 by and among Fieldcrest Cannon Licensing, Inc., a Delaware 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.

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

ASSIGNOR:

Fieldcrest Cannon Licensing, Inc.

By: [Signature]

Name: John F. Sterling

Title: Vice President

ASSIGNEE:

Official Pillowtex LLC

By: [Signature]

Name: Scott Bernstein

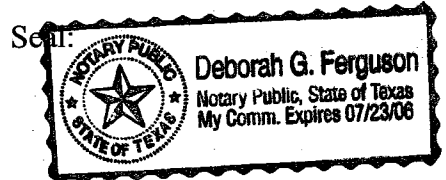
Title: Manager

Acknowledgement by Notary Public

State of TEXAS

County of DALLAS

On this 3rd 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

Trademarks and Trademark Applications

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BEAUTE	860,615	19-Nov-68
BIO-TECT	2,136,918	17-Feb-08
CANNON	729,513	3-Apr-62
CANNON	1,127,537	11-Dec-79
CANNON	1,556,899	19-Sep-89
CANNON	2,405,532	21-Nov-00
CANNON	2,440,006	3-Apr-01
CANNON & Artillery Device	2,410,029	5-Dec-00
CANNON & DEVICE	1,126,849	20-Nov-79
CANNON & DEVICE	147,948	8-Nov-21
CANNON & DEVICE	729,514	3-Apr-62
CANNON CLASSIC CASUALS	2,514,043	4-Dec-01
CANNON DEVICE	1,127,538	11-Dec-79
CANNON DEVICE	1,559,064	3-Oct-89
CANNON DEVICE	782,507	29-Dec-64
CELEBRITY	1,262,287	27-Dec-83
CHARISMA	1,124,948	11-Sep-79
CHARISMA	1,127,563	11-Dec-79
CHARISMA	1,562,233	24-Oct-89
CHARISMA	2,474,046	31-Jul-01
CHARISMA	2,625,436	24-Sep-02
CLASSIC CHROMATICS	1,099,599	15-Aug-78
CLASSIC SUPREME	1,524,564	14-Feb-89
COMFORT SPUN	1,123,742	7-Aug-79
COMFORTCALE	1,093,823	20-Jun-78
COTTON FRESH	1,367,717	29-Oct-85
COTTON TOUCH	2,552,616	20-Jul-01
COTTON TOUCH	2,722,292	3-Jun-03
CROWN JEWEL	1,016,926	29-Jul-75
CROWN WHEAT & ARTILLERY DESIGN	1,923,727	3-Oct-95
CROWN WHEAT & ARTILLERY DEVICE	2,391,290	3-Oct-00
DRY FAST SYST	2,354,518	6-Jun-00
DURACALE (STYLIZED)	366,894	2-May-39
DURALITE	876,628	9-Sep-69
EMPRESS	1,210,555	28-Sep-82
FASHION WEAVERS(SRIPT)	721,079	5-Sep-61
FASHION WEAVERS(SRIPT)	783,730	19-Jan-65

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FASHIONS OF THE WORLD	746,712	12-Mar-63
FIELDCREST (LOGO)	995,055	8-Oct-74
FIELDCREST (STYLIZED)	436,239	27-Jan-48
FIELDCREST (STYLIZED)	500,882	6-Jul-48
FIELDCREST (STYLIZED)	833,741	15-Aug-67
FIELDCREST CANNON	1,904,488	11-Jul-95
FIELDCREST	1,994,149	13-Aug-96
FIELDCREST	2,332,392	21-Mar-00
FIELDCREST	2,332,408	21-Mar-00
FIELDCREST CANNON STADIUM	2,235,293	23-Mar-99
FIELDCREST FASHION FOR BED AND BATH & DESIGN	643,323	26-Mar-57
GOLD LABEL	738,716	2-Oct-62
IMPERIAL COLLECTION	754,269	6-Aug-63
IMPERIAL ROSE	765,995	3-Mar-64
JUST FEEL THE DIFFERENCE	2,270,595	17-Aug-99
LOOM WOVEN & Design	2,292,321	16-Nov-99
LUSTRE	2,259,455	6-Jul-99
MISTIQUE	826,960	4-Apr-67
MONTEREY	762,072	24-Dec-63
MONTICELLO	802,325	18-Jan-66
MONTICELLO (SCRIPT)	411,659	30-Jan-45
MONTICELLO (STYLIZED)	867,967	8-Apr-69
MOODS OF TODAY	1,057,685	1-Feb-77
MOODS OF TOMORROW	1,057,683	1-Feb-77
NIGHT MOODS	1,057,684	1-Feb-77
PERMA-SOFT	1,119,305	29-May-79
ROYAL CLASSIC	1,204,590	10-Aug-82
ROYAL DIMENSION	772,890	7-Jul-64
ROYAL FAMILY	1,120,559	19-Jun-79
ROYAL FAMILY	1,194,734	4-May-82
ROYAL FAMILY	1,522,696	31-Jan-89
ROYAL TOUCH	1,245,338	12-Jul-83
ROYAL TOUCH	1,346,286	2-Jul-85
ROYAL TOUCH	2,199,634	27-Oct-98
ROYAL VELVET	626,627	8-May-56
ROYAL VELVET	2,325,800	7-Mar-00
ROYAL VELVET	2,395,380	17-Oct-00
ROYAL VELVET	2,435,979	13-Mar-01
ROYAL VELVET BIG & SOFT	2,202,694	10-Nov-98
ROYAL VELVET BIG & SOFT	2,318,592	15-Feb-00
ROYAL VELVET BIG & SOFT	2,416,233	26-Dec-00

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SAHARA	2,194,563	13-Oct-98
SANTA CRUZ	1,582,620	13-Feb-90
SLEEPLIGHT	769,090	5-May-64
SLEEPWELL (Stylized)	1,176,281	3-Nov-81
SOFA FIT	1,350,710	23-Jul-85
SOSOFT	2,269,810	10-Aug-99
ST. MARYS	748,703	3-Apr-63
ST. MARYS	995,056	8-Oct-74
ST. MARYS (Old Script)	747,914	9-Apr-63
STERLING CHOICE	1,297,648	25-Sep-84
SUPER BIG	(Supp.) 2,545,292	5-Mar-02
SUPREME TOUCH	1,542,593	6-Jun-89
SUPREME TOUCH	1,586,835	13-Mar-90
SURE SOFT	2,272,823	24-Aug-99
TOUCH OF CLASS	2,288,729	26-Oct-99
TOUCH OF CLASS	2,315,677	8-Feb-00
ULTRA VELVET	1,931,681	31-Oct-95
VELTRA	1,598,672	29-May-90
VELVET TOUCH	2,197,713	20-Oct-98
VELVET TOUCH	996,164	22-Oct-74

Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Receipt Date</u>
BEDS ETC.	76/266,025	31-May-01
BEDS ETC.	76/458,230	7-Oct-02
CANNON - THE AMERICAN BRAND & ARTILLERY DESIGN	76/339,518	20-Nov-01
CANNON TRADE MARK U.S.A. 1887 & ARTILLERY DEVICE	76/501,474	27-Mar-03
CHAMOIS SOFT	76/459,438	21-Oct-02
CHARISMA ELITE	76/081,693	3 Jul 00
CHARISMA SELECT	76/081,817	3 Jul 00
ELEGANCE BY ROYAL VELVET	76/473,058	2-Dec-02
FC HOME	76/400,681	25-Apr-02
GRAND MANOR	76/445,638	30-Aug-02
GREAT BIG	76/409,988	20-May-02
IMPERIAL BROCADE	76/478,814	7-Dec-02
OPULENCE BY FIELDCREST	76/529,017	11-Jul-03
RESORT & SPA BY FIELDCREST	76/476,048	12-Dec-02
THE CANNON DRY SYSTEM	76/462,039	25-Oct-02
THE CANNON FIT	76/462,043	25-Oct-02