

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
FCC Canada, Inc.		11/03/2003	INC. ASSOCIATION: 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:	2033308	CALDWELL

CORRESPONDENCE DATA

Fax Number: (513)421-7269
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-06 122
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NAME OF SUBMITTER:	Theodore R. Remaklus
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Total Attachments: 4
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CH \$40.00 2033308

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of November 3, 2003 by and among FCC Canada, 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.

[Remainder of Page Intentionally Blank]

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

ASSIGNOR:

FCC Canada, 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.

Seal:



Signature: [Signature]

Name: Deborah G. Ferguson Notary Public

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CALDWELL	2,033,308	28-Jan-97