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TRADEMARKS ONLY

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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2003 JUL -8 PM 3:23

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

1. Name of conveying party(ies):

Beaulieu Group, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Georgia)
☐ Other

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 20, 2002

2. Name and address of receiving party(ies)

Name: Springs Licensing Group, Inc.

Internal

Address:

Street Address: 205 North White Street

City: Fort Mill State: SC Zip: 29715

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State South Carolina
☐ 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

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

A. Trademark Application No.(s)

75/897,048

76/145,107

B. Trademark Registration No.(s)

2,513,223 and others

(see attached Schedule A)

Additional number(s) attached ☒ Yes ☐ No

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

Name: Martha Gayle Barber

Internal Address: Alston & Bird LLP

Street Address: 101 South Tryon Street

Suite 4000

City: Charlotte State: NC Zip: 282804000

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41) \$ 215.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Martha Gayle Barber

Name of Person Signing

Signature

July 1, 2003

Date

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

4

07/09/2003 GT0N11

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

01 FC:8521
 02 FC:8522

40.00 OP
 175.00 OP

TRADEMARK
 REEL: 002774 FRAME: 0398

SCHEDULE A**Registered Trademarks**

<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DEEPWEAVE (Class 27)	75/767,303	2,513,223	11/27/01
HE (and Design) (Class 27)	75/026,681	2,020,725	12/03/96
PRINCETON (Class 27)	73/780,359	1,562,346	10/24/89
SIGNATURE (Class 27)	75/163,681	2,085,975	08/05/97
THATCHWEAVE (Class 22)	76/098,213	2,494,238	10/02/01
THATCHWEAVE (Class 27)	76/098,212	2,473,635	07/31/01

Pending Trademark Applications

<u>TRADEMARK DATE</u>	<u>APPLN. NO.</u>	<u>FILING</u>
COMFORTWEAVE (Class 22)	75/897,048	01/18/00
INSTA-FRIDGE (Class 27)	76/145,107	10/11/00

TRADEMARK ASSIGNMENT

WHEREAS, Beaulieu Group, LLC, (a Georgia corporation), the full post office address of whose principal office or place of business is 1502 Coronet Drive Dalton, Georgia 30720-1248, United States of America, (hereinafter "Assignor") is the owner of the certain U.S. trademarks and the corresponding trademark applications and registrations therefore that are primarily used in the Business (as defined in that certain Asset Purchase Agreement dated March 12, 2002 by and among Assignor, Beaulieu of America, Inc., Springs Industries, Inc., Carl M. Bouckaert and Marie T. Bouckaert), including, without limitation, those listed in the attached Schedule A ("the Trademarks");

AND WHEREAS, Springs Licensing Group, Inc., a South Carolina corporation, the full post office address of whose principal office or place of business is 205 North White Street, Fort Mill, South Carolina, United States of America, (hereinafter "Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks and the applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which are symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

AND THEREFORE KNOWN ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, does hereby sell, assign and transfer to Assignee, all its right, title, and interest in the Trademarks and the applications and registrations therefor, together with the goodwill of the business symbolized by the Trademarks, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said Assignee as fully and entirely as the same would have been held by Assignor had this transfer, assignment and sale not been made.

Assignor hereby warrants and covenants that all registrations and applications related to the Trademarks are in full force and effect, that Assignor has the full power and authority to convey the rights, title and interest herein assigned, transferred and sold to Assignee, that Assignor has not executed and will not execute any agreement in conflict herewith, and that Assignor will execute or procure the execution of any and all future assignments or other instruments which may be reasonably necessary to perfect and evidence Assignee's ownership of the property and rights herein conveyed.

(Signatures appear on following page.)

TRADEMARK
REEL: 002774 FRAME: 0401