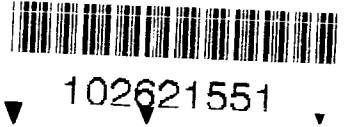


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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Tennenbaum Capital Partners, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

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

2. Name and address of receiving party(ies)
Name: The Dixie Group, Inc.
Internal Address: PO Box 751
Street Address: _____
City: Chattanooga State: TN Zip: 37401

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Tennessee
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: 11/10/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 20

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brennan S. Neville
Internal Address: Columbia Insurance Company
Street Address: 3024 Harney Street
City: Omaha State: NE Zip: 68131

7. Total fee (37 CFR 3.41).....\$ 515.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Brennan S Neville Bren S Neville 11/26/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 20

12/11/2003 JHAL/ANZ 00000054 2435225

01 FC:8521
02 FC:8522

40.00 OP
475.00 OP

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

TRADEMARK
REEL: 002879 FRAME: 0712

EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Alliance Mills	USA	2435225	03-13-2001
Candle Logo	USA	1189372	02-09-1982
Candlewick	USA	0867976	04-08-1969
Colorfirst	USA	2437027	03-20-2000
Genie & Lamp Design	USA	0766443	03-10-1964
Hardwear	USA	2010824	10-22-1996
Hydro-Lok Plus	USA	2010825	10-22-1996
Masland	USA	0534999	12-19-1950
Masland Contract & Design	USA	1933084	11-07-1995
Masland Fine Carpet Since 1866	USA	1257675	11-15-1983
Metro Mills	USA	2492483	09-25-2001
Silspun	USA	0769226	05-05-1964
Suncraft Mills	USA	1488620	05-17-1988
Terry-Tech	USA	1471445	01-05-1988
Texture-Loft	USA	1400378	07-08-1986
The Magic of Masland Carpet	USA	077008	05-19-1964
Weave-Tech	USA	1507243	10-04-1988
Clyde Fabrics	USA	0968716	09-18-1973
Patrick	USA	1907474	07-25-1995
Patrick Carpets	USA	2118979	12-09-1997

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
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RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, by that certain Trademark Security Agreement, dated March 12, 2003, The Dixie Group, Inc. ("Dixie") granted to Tennenbaum Capital Partners, LLC, as Collateral Agent ("Agent"), a security interest in (a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; (b) the goodwill of Dixie's business connected with and symbolized by the foregoing; and (c) all proceeds of the foregoing (collectively the "Trademarks"), for the purpose of securing the payment to the Purchasers (as defined in the Trademark Security Agreement), of the indebtedness described in said Trademark Security Agreement; and

WHEREAS, in consideration of the payment in full of Dixie's indebtedness to Agent and the Purchasers, Agent is willing to release its security interest with respect to the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and other consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Tennenbaum Capital Partners, LLC, as Collateral Agent, hereby does release (without recourse, representation or warranty) its security interest in and to the Trademarks and authorizes and directs that the same be discharged as of record.

IN WITNESS WHEREOF, the undersigned, Tennenbaum Capital Partners, LLC, as Collateral Agent, has caused this Release of Trademark Security Interest to be executed on this the 10th day of November, 2003, by and through its proper officers.

Signed, sealed and delivered
in the presence of:

**Tennenbaum Capital Partners, LLC, as
Collateral Agent**

Unofficial Witness

By: _____

Notary Public

Title: Member

My Commission Expires:

June 29, 2007

[NOTARY SEAL]

