

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galey & Lord Industries, LLC		11/08/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation as Agent
Street Address:	1100 Abernathy Road, Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	574751	GALEY & LORD
Registration Number:	1537441	GL GALEY & LORD
Registration Number:	393871	
Registration Number:	620940	PERFORMANCE
Registration Number:	657178	TARPOON
Registration Number:	711286	PINFEATHER
Registration Number:	734988	RIPCORD
Registration Number:	740695	WHIPPED CREAM
Registration Number:	782500	DOUBLE DUTY
Registration Number:	789738	KEYNOTE
Registration Number:	789745	HI-SIGN
Registration Number:	789749	DOUBLE TIME
Registration Number:	789752	BULKHEAD
Registration Number:	789755	ABSTRACT

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Registration Number:	791905	GRAND VINO
Registration Number:	792303	CHALKTONES
Registration Number:	792304	CLINCHER
Registration Number:	794130	LYNSHIRE
Registration Number:	794857	BOOSTER
Registration Number:	794585	DYNALITE
Registration Number:	794859	CRUISER
Registration Number:	797865	CROSSFIRE
Registration Number:	814097	CONCEPT
Registration Number:	824138	BANDMASTER
Registration Number:	897906	UTOPIA
Registration Number:	909657	UTOPIA PLUS
Registration Number:	969237	CONCEPT
Registration Number:	1063924	SHAGBARK
Registration Number:	1118820	TARPOON
Registration Number:	1122421	STRAIGHT EIGHTS
Registration Number:	1228533	COTTINGTON
Registration Number:	1309068	OXPOINT
Registration Number:	1364555	DOUBLE FEATURE
Registration Number:	1471448	FLAMEX
Registration Number:	1475022	SUPER ULTRA VINO
Registration Number:	1580154	KLONDIKE
Registration Number:	1595453	CRAMERTON
Registration Number:	1653696	INDESTRUCTIBLE
Registration Number:	176435	SNOWFLAKE WADDING
Registration Number:	173215	
Registration Number:	171462	
Registration Number:	171463	NUT LUNCH
Registration Number:	111599	
Registration Number:	171461	PARKDALE
Registration Number:	174578	
Registration Number:	2438920	CRAMERTON ARMY CLOTH

CORRESPONDENCE DATA

Fax Number: (212)310-8007

**TRADEMARK**  
**REEL: 002977 FRAME: 0441**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: doug.plante@weil.com  
Correspondent Name: Weil, Gotshal & Manges LLP c/o Doug Plante  
Address Line 1: 767 5th Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	47660.3176
NAME OF SUBMITTER:	Phyllis Eremitaggio

**Total Attachments: 6**  
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## FORM OF TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2004, by GALEY & LORD INDUSTRIES, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GALEY & LORD INDUSTRIES, LLC

By: [Signature]  
Name: Lynn Tilton  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: Curtis J. Correa  
Title: Duly Authorized Signatory

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF New York )  
COUNTY OF New York )

ss.

On this 8<sup>th</sup> day of November, 2004, before me personally appeared [Lynn Tilton], proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Galey & Lord Industries, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

{seal}

STANLEY TOBIAS  
Notary Public, State of New York  
No. 41-4976753  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires January 22, 2007



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Applications and Registrations**

<b>MARK</b>	<b>REG. NO.</b>	<b>ISSUE DATE</b>
GALEY & LORD	574,751	5/19/53
GL Galey & Lord	1,537,441	5/02/09
GUN CLUB	393,871	3/3/42
PERFORMANCE	620,940	2/7/56
TARPOON	657,178	1/14/58
PINFEATHER	711,286	2/14/61
RIPCORD	734,988	7/24/62
WHIPPED CREAM	740,695	11/13/62
DOUBLE DUTY	782,500	12/29/64
KEYNOTE	789,738	5/18/65
HI-SIGN	789,745	5/18/65
DOUBLE TIME	789,749	5/18/65
BULKHEAD	789,752	5/18/65
ABSTRACT	789,755	5/18/65
GRAND VINO	791,905	6/29/05
CHALKTONES	792,303	6/29/05
CLINCHER	792,304	7/6/05
LYNSHIRE	794,130	8/10/05
BOOSTER	794,857	8/24/05
INSIGHT	794,858	8/24/05
CRUISER	794,859	8/24/05
CROSSFIRE	797,865	10/19/65
CONCEPT	814,097	8/30/66
BANDMASTER	824,138	2/14/67
UTOPIA	897,906	9/1/70
UTOPIA PLUS	909,657	3/9/71
CONCEPT	969,237	9/25/73
SHAGBARK	1,063,924	4/19/77
TARPOON	1,118,820	5/22/79
STRAIGHT EIGHTS	1,122,421	7/17/79
COTTINGTON	1,228,533	2/22/83
OXPOINT	1,309,068	12/11/84
DOUBLE FEATURE	1,364,555	10/8/85
FLAMEX	1,471,448	1/5/88
SUPER ULTRA VINO	1,475,022	2/2/88
KLONDIKE	1,580,154	1/30/90



CRAMERTON	1,595,453	5/8/90
INDESTRUCTIBLE	1,653,696	8/13/91
BOOSTER	176,435	5/28/86
CONCEPT	173,215	12/11/85
GRAND VINO	171,462	9/18/85
SUPER VINO	171,463	9/18/85
TARPOON	111,599	9/19/88
ULTRA VINO	171,461	9/18/85
UTOPIA	174,578	1/19/86
CRAMERTON ARMY CLOTH	2,438,920	3/27/01