

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
Dan River Inc.		02/11/2005	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	812258	DAN RIVER	
Registration Number:	910143	DAN RIVER	
Registration Number:	910163	DAN RIVER	
Registration Number:	901599	DR	
Registration Number:	2003752	BED-IN-A-BAG	
Registration Number:	2113088	BED IN A BAG	
Registration Number:	2840660	BED IN A BAG EXTRAS	
Registration Number:	2571912	BED-IN-A-BAG DECOR	
Registration Number:	2021550	BED IN A BAG	
Registration Number:	2090184	BEDROOM-IN-A-BAG	
Serial Number:	76529287	BED-IN-A-BAG	
Serial Number:	76532696	BEDTIME PALS	
Serial Number:	76613497	THE PERFECT SHEET	
Registration Number:	2534395	CASUAL KIDS	
TRADEMARK			

Registration Number:	2878804	SUPREME DIMENSIONS
Registration Number:	2705120	TEEN CENTRAL
Registration Number:	397444	RIPPLESPUN
Registration Number:	1917299	MY SNUGGLE PILLOW
Registration Number:	1861850	MAGELLAN
Registration Number:	1630114	DANCHECK
Registration Number:	2458496	EVERYTHING YOU NEED TO DECORATE YOUR BEDROOM
Registration Number:	1708267	EVERYTHING YOU NEED TO DRESS YOUR BED
Registration Number:	1964833	SHEET SET COMFORTER BED SKIRT PILLOWSHAM(S) BED IN A BAG EVERYTHING YOU NEED TO DRESS YOUR BED

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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

Phone: 2127562388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel, Esq.

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/SAS FOR DA/
Date:	03/15/2005

Total Attachments: 3

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Dan River Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated February 11, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");

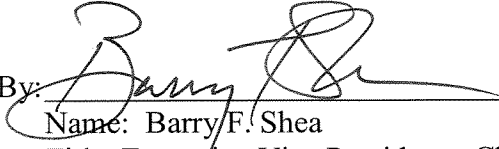
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agents and Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 11, 2005.

DAN RIVER, INC.

By: 
Name: Barry F. Shea
Title: Executive Vice President - Chief
Financial Officer

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications Owned by Dan River Inc.

Registered Owner	US Trademark	Registration Number
Dan River Inc.	DAN RIVER	812258
Dan River Inc.	DAN RIVER	910143
Dan River Inc.	DAN RIVER	910163
Dan River Inc.	CORPORATE LOGO	901599
Dan River Inc.	BED-IN-A-BAG	2003752
Dan River Inc.	BED IN A BAG	2113088
Dan River Inc.	BED IN A BAG EXTRAS	2840660
Dan River Inc.	BED-IN-A-BAG DÉCOR	2571912
Dan River Inc.	BED IN A BAG DESIGN	2021550
Dan River Inc.	BED IN A GAB LOGO	1964833
Dan River Inc.	BEDROOM-IN-A-BAG	2090184
Dan River Inc.	BED-IN-A-BAG	76/529287 (App.)
Dan River Inc.	BEDTIME PALS	76/532696 (App.)
Dan River Inc.	THE PERFECT SHEET	76/613497 (App.)
Dan River Inc.	CASUAL KIDS	2534395
Dan River Inc.	SUPREME DIMENSIONS	2878804
Dan River Inc.	TEEN CENTRAL	2705120
Dan River Inc.	RIPPLESPUN	397444
Dan River Inc.	MY SNUGGLE PILLOW	1917299
Dan River Inc.	MAGELLAN	1861850
Dan River Inc.	DANCHECK	1630114
Dan River Inc.	EVERYTHING YOU NEED TO DECORATE YOUR BED	2458496
Dan River Inc.	EVERYTHING YOU NEED TO DRESS YOUR BED	1708267