

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Co. Americas		02/11/2005	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Dan River Inc.
<b>Street Address:</b>	2291 Memorial Drive
<b>City:</b>	Danville
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	24543
<b>Entity Type:</b>	CORPORATION: GEORGIA

<b>Name:</b>	Dan River Factory Stores, Inc.
<b>Street Address:</b>	2291 Memorial Drive
<b>City:</b>	Danville
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	24543
<b>Entity Type:</b>	CORPORATION: GEORGIA

<b>Name:</b>	The Bibb Company LLC
<b>Street Address:</b>	2291 Memorial Drive
<b>City:</b>	Danville
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

<b>Name:</b>	Dan River International Limited
<b>Street Address:</b>	2291 Memorial Drive
<b>City:</b>	Danville
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	24543

CH \$1590.00 0073903

Entity Type: CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	0073903	RIVERSIDE
Registration Number:	0560250	WRINKL-SHED
Registration Number:	0779491	ROYAL DAN
Registration Number:	0778556	DANVELLA
Registration Number:	0812258	DAN RIVER
Registration Number:	1055149	RIVERVIEW
Registration Number:	1412402	DREAMSTYLES
Registration Number:	2003752	BED-IN-A-BAG
Registration Number:	1861849	VASCO
Registration Number:	2129415	YOUNG AT HEART
Registration Number:	2432091	FOREVER YOUNG
Registration Number:	2840660	BED IN A BAG EXTRAS
Registration Number:	0397444	RIPPLESPUN
Registration Number:	0607067	WRINKL-SHED
Registration Number:	0765585	DANTWEED
Registration Number:	0786082	DAN-PRESS
Registration Number:	0808152	BIBB
Registration Number:	1262444	T.S.P.
Registration Number:	1469116	CRITERION
Registration Number:	2021550	BED IN A BAG
Registration Number:	1861850	MAGELLAN
Registration Number:	2118000	METROGLO
Registration Number:	2571912	BED-IN-A-BAG DECOR
Registration Number:	0402819	DR
Registration Number:	0604523	DANSHEER
Registration Number:	0781450	DANTWEED
Registration Number:	0794140	WINTERWEAVE
Registration Number:	0901599	DR
Registration Number:	1302228	COTTON SOFT
Registration Number:	1536425	ESTERWELD
Registration Number:	1708267	EVERYTHING YOU NEED TO DRESS YOUR BED

TRADEMARK

REEL: 003055 FRAME: 0020

Registration Number:	2090184	BEDROOM-IN-A-BAG
Registration Number:	2355668	SHADES
Registration Number:	2458496	EVERYTHING YOU NEED TO DECORATE YOUR BEDROOM
Registration Number:	2658804	DR
Registration Number:	0407813	DAN RIVER
Registration Number:	0758990	DAN RIVER DESIGNER FABRICS
Registration Number:	0773240	OXSPORT
Registration Number:	0794496	LUCERN
Registration Number:	0910143	DAN RIVER
Registration Number:	1327060	IDEAL CHAMBRAY
Registration Number:	1630114	DANCHECK
Registration Number:	1964833	SHEET SET COMFORTER BED SKIRT PILLOWSHAM(S) BED IN A BAG EVERYTHING YOU NEED TO DRESS YOUR BED
Registration Number:	1917299	MY SNUGGLE PILLOW
Registration Number:	2530082	ROYALTON MARQUIS HOME COLLECTION
Registration Number:	2613245	SUNWEAVE
Registration Number:	2836952	DAN RIVER SPORTZONE
Registration Number:	0420303	DANTWILL
Registration Number:	0763190	ROYAL DAN
Registration Number:	0774206	DANLIN
Registration Number:	0806026	SUN-WEAVE
Registration Number:	0910163	DAN RIVER
Registration Number:	1359270	UNIVERSITY OXFORD
Registration Number:	1779383	ROYALTON
Registration Number:	2113088	BED IN A BAG
Registration Number:	1968882	DAN RIVER KINDERCOTTON
Registration Number:	2534395	CASUAL KIDS
Registration Number:	2705120	TEEN CENTRAL
Registration Number:	2931444	BEDTIME PALS
Registration Number:	2878804	SUPREME DIMENSIONS
Registration Number:	2828598	RIVERCREST
Serial Number:	76529287	BED-IN-A-BAG
Serial Number:	76209564	N FOCUS

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 003055 FRAME: 0021**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 756-2388  
Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel c/o Schulte Roth & Zabel  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel (014951.0615)
Signature:	/beb for da/
Date:	03/29/2005

**Total Attachments: 8**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by **DEUTSCHE BANK TRUST CO. AMERICAS**, a New York corporation ("Releasor"), in favor of **DAN RIVER INC.**, a Georgia corporation ("Dan River"), **DAN RIVER FACTORY STORES, INC.**, **THE BIBB COMPANY LLC**, and **DAN RIVER INTERNATIONAL LIMITED** (collectively, "Releasees").

WHEREAS, pursuant to that certain Post-Petition Credit Agreement, dated as of April 1, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "Credit Agreement") by and among Releasees; Releasor, as Administrative Agent; and the Lenders described therein, Lenders agreed to make loans and other financial accommodations to Dan River;

WHEREAS, Releasees and Releasor entered into that certain Guarantee and Security Agreement, dated as of April 1, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasees executed that certain Grant of Trademark Security Interest, dated as of April 1, 2004, (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by each Releasee, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A, attached hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A, attached hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Releasee's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all

payments under insurance (whether or not the Lenders are the loss payee thereof or an additional insured thereunder), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of the Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2967/Frame 244 on April 27, 2004;

**WHEREAS**, Releasees have paid all of its outstanding indebtedness to Releasor;

**WHEREAS**, Releasees have requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Credit Agreement, the Security Agreement, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Credit Agreement, the Security Agreement, the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasees. Releasor further agrees to execute and deliver to Releasees any and all further documents or instruments and do any and all further acts which Releasees (or Releasees' agents or designees) reasonably request in order to confirm this Release and Releasees' right, title and interest in and to the Trademark Collateral.

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**IN WITNESS WHEREOF**, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 11<sup>th</sup> day of February 2005.

**DEUTSCHE BANK TRUST CO. AMERICAS**

By: *Albert F. Schaff*

Name: ALBERT F. SCHAFF  
DIRECTOR

Title: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF New York

ss.:

COUNTY OF New York

On this 11<sup>th</sup> day of February 2005, before me, the undersigned, personally appeared Mr. Albert Fischetti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Yoko Ryan*

[NOTARY SEAL]

YOKO RYAN  
Notary Public, State of New York  
No. 01RY6026646  
Qualified in Queens County  
Commission Expires June 21, 20 07



**SCHEDULE A**  
**UNITED STATES TRADEMARK**  
**REGISTRATIONS AND APPLICATIONS**

**Dan River, Inc.**

<b><u>Mark</u></b>	<b><u>Reg. No./Ser. No.</u></b>
RIVERCREST	78/163048
SUPREME DIMENSIONS	76/533334
BEDTIME PALS	76/532696
BED-IN-A-BAG	76/529287
DAN RIVER SPORTZONE	76/365532
DR (and design)	2658804
N FOCUS	76/209564
BED IN A BAG EXTRAS	76/154190
TEEN CENTRAL	2705120
SUNWEAVE	2613245
EVERYTHING YOU NEED TO DECORATE YOUR BEDROOM	2458496
BED-IN-A-BAG-DÉCOR	2571912
CASUAL KIDS	2534395
METROGLO	2118000
DAN RIVER KINDERCOTTON	1968882
MY SNUGGLE PILLOW	1917299
BEDROOM-IN-A-BAG	2090184
MAGELLAN	1861850
VASCO	1861849

<u>Mark</u>	<u>Reg. No./Ser. No.</u>
BED IN A BAG	2113088
SHEET SET COMFORTER BED SKIRT PILLOWSHAMS (S) BED IN A BAG HAS EVERYTHING YOU NEED TO DRESS YOUR BED	19644833
EVERYTHING YOU NEED TO DRESS YOUR BED	1708267
BED IN A BAG (and design)	2021550
BED-IN-A-BAG	2003752
DANCHECK	1630114
CRITERON	1469116
UNIVERSITY OXFORD	1359270
IDEAL CHAMBRAY	1327060
RIVERVIEW	1055149
DAN RIVER	0910163
DAN RIVER	0910143
DR	0901599
DAN RIVER	0812258
SUN-WEAVE	0806026
LUCERN	0794496
WINTERWEAVE	0794140
DAN-PRESS	0786082
DANVELLA	0778556
DANLIN	0774206
OXSPORT	0773240

<u>Mark</u>	<u>Reg. No./Ser. No.</u>
DANTWEED	0781450
DANTWEED	0765585
ROYAL DAN	0779491
ROYAL DAN	0763190
DAN RIVER DESIGNER FABRICS	0758990
DANSHEER	0604523
WRINKL-SHED (and design)	0607067
WRINKL-SHED	0560250
DANTWILL	0420303
DAN RIVER (and design)	0407813
DR (and design)	0402819
RIPPLESPUN	0397444
RIVERSIDE (and design)	0073903

**The Bibb Company**

<u>Mark</u>	<u>Reg. No./Ser. No.</u>
CASUAL	2534395
ROYALTON MARQUIS HOME COLLECTION	2530082
FOREVER YOUNG	2432091
SHADES (and design)	2355668
YOUNG AT HEART	2129415
MY SNUGGLE PILLOW	1917299

<u>Mark</u>	<u>Reg. No./Ser. No.</u>
ROYALTON	1779383
ESTERWELD	1536425
DREAMSTYLES	1412402
COTTON SOFT	1302228
T.S.P.	1262444
BIBB (and design)	0808152