

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association (successor by merger to Congress Financial Corporation)		03/31/2005	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	R. L. Stowe Mills, Inc.
Street Address:	100 North Main Street
City:	Belmont
State/Country:	NORTH CAROLINA
Postal Code:	28012
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1435613	CORESPUN HS
Registration Number:	149368	DIXIE
Registration Number:	2157517	DURENE
Registration Number:	984030	DY
Registration Number:	819593	DY
Registration Number:	1669902	EARTHWISE
Registration Number:	1947135	EARTHWISE
Registration Number:	723642	MERSHEEN
Registration Number:	1669901	NATUREWISE
Registration Number:	1556888	PIMA PLUS
Registration Number:	1988563	PIMA PLUS
Registration Number:	1171324	TI-CARO
Serial Number:	74486845	NATUREWISE

CH \$365.00 1435613

Serial Number:

75445628

COLOR RICH

CORRESPONDENCE DATA

Fax Number: (404)522-8409

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

Phone: 404-523-5300

Email: sls@phrd.com

Correspondent Name: Steven L. Schaaf, Paralegal

Address Line 1: 285 Peachtree Center Avenue, N.E.

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:

Mitchell M. Purvis

Signature:

/mmp/

Date:

04/04/2005

Total Attachments: 5

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PHR&D DRAFT
FOR DISCUSSION PURPOSES ONLY
NOT AN OFFER TO ENTER INTO A CONTRACT
MARCH 29, 2005

TRADEMARK TRANSFER AND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, **WACHOVIA BANK, NATIONAL ASSOCIATION**, successor by merger to **CONGRESS FINANCIAL CORPORATION** ("Assignor"), does hereby sell, assign, transfer and convey to **R. L. STOWE MILLS, INC.**, a North Carolina corporation ("Assignee"), all of Assignor's entire right, title and interest in and to the trademark applications and trademarks listed on Schedule A attached hereto, arising under that certain Trademark Security Agreement, dated June 16, 1999, between Assignee and Assignor (as at any time amended, the "Trademark Security Agreement"), recorded June 21, 1999, on Reel No. 1920, Frame 972, United States Patent and Trademark Office, together with the goodwill of the business symbolized by the marks, including, without limitation, all proceeds thereof (such as, by way of example only, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This Agreement shall be effective as of March 31, 2005, and is intended to operate as a release of all liens and security interests conveyed by Assignee to Assignor pursuant to the terms of the Trademark Security Agreement, and to reassign to Assignee all of Assignor's right, title, and interest acquired pursuant to the terms of such Trademark Security Agreement.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be signed and sealed by its duly authorized officers, as of March 31, 2005.

**WACHOVIA BANK, NATIONAL
ASSOCIATION ("Assignor")**

By:  _____

Title: FVP _____

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 29th day of March, 2005, personally appeared Gary Dixon ~~and~~ to me known personally, and who, being by me duly sworn, deposes and says that (s)he is a Vice President of Wachovia Bank, National Association, a national banking association, and that said instrument was signed by him/her on behalf of said national banking association by authority of its Board of Directors.

Kevin Maitland
Notary Public
Executed on March 29, 2005
My Commission Expires:

10/20/08
[NOTARIAL SEAL]



SCHEDULE A

United States and Foreign Trademark Applications and Registrations

COUNTRY	TRADEMARKS	REGISTRATION NUMBER	ISSUE DATE	REGISTRATION DATE
US	COLOR RICH	Apl 75/445, 628		
US	CORESPUN HS	1,435,613	4/7/87	4/7/07
US	DIXIE	149,368	12/13/21	12/13/01
US	DURENE	2,157,517	5/12/98	5/12/08
US	DY & DESIGN	984,030	5/14/74	5/14/04
US	DY & DESIGN	819,593	11/29/66	11/29/06
US	EARTHWISE	1,669,902	12/24/91	12/24/01
US	EARTHWISE	1,947,135	1/9/96	1/9/06
US	MERSHEEN	723,642	11/7/61	11/7/01
US	NATUREWISE	1,669,901	12/24/91	12/24/01
US	NATUREWISE & DESIGN	Apl. 74/486845		
US	PIMA PLUS	1,556,888	9/19/89	9/19/09
US	PIMA PLUS	1,988,563	7/23/96	7/23/06
US	T1-CARO	1,171,324	9/29/81	9/19/01
US	T1-CARO	1,171,324	9/29/81	9/19/01
US	T1-CARO	1,171,324	9/29/81	9/19/01
Argentina	DY (Old #597, 027)	1,604,526	9/23/77	11/26/97
Australia	DY & DESIGN	B 201,096	9/6/68	3/25/01
Benelux	DY & DESIGN	395,221	11/21/83	11/21/03
Canada	CORESPUN HS	349,174	12/16/88	12/16/03

REGISTERED TRADEMARKS				
Canada	DIXIE	182/40389	9/1/76	8/14/06
Canada	DY & DESIGN	151,564	6/23/67	6/23/97
Canada	EARTHWISE	Apl 740720	8/31/93	8/31/03
Canada	T1-CARO	337,717	3/4/88	3/4/03
Columbia	DY & DESIGN	64,944	7/6/67	Filed 1987
Denmark	T1-CARO	vr00.284 1989	1/20/89	1/20/99
Dom Republic	DY & DESIGN	15,332	11/22/66	12/22/96
El Salvador	DY & DESIGN	PENDING		
France	DIXIE YARNS (LOGO)	1,673,733	6/27/91	6/27/01
France	DY & DESIGN	1,673,732	6/27/91	6/27/01
Hong Kong	DY & DESIGN	B1383	8/8/83	8/8/04
Italy	T1-CARO	603,065	9/11/87	9/28/00
Japan	DY & DESIGN	811,251	3/28/69	9/29/98
Japan	EARTHWISE	3,184,657	8/30/96	8/30/06
Japan	NATUREWISE	SN 5-96089		
Japan	NATUREWISE	3,177,571	7/31/96	7/31/06
Korea	T1-CARO	155,437	6/8/88	
New Zealand	CORESPUN HS	PENDING		
New Zealand	DY & DESIGN	B 80751	2/9/68	2/9/01
New Zealand	T1-CARO	PENDING		
State of Team	DIXIE YARNS & LOGO	4,616	5/6/60	4/20/00

COUNTRY	TRADEMARK	REGISTRATION NUMBER	DATE OF ISSUE	EXPIRY DATE
Venezuela	DY & DESIGN	56,358	11/24/69	11/24/99