

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ludlow Textiles Company, Inc.		03/07/2005	CORPORATION: MASSACHUSETTS
Ludlow Textiles Company Business Trust		03/07/2005	Business Trust: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	American & Efird, Inc.
<b>Street Address:</b>	22 American Street
<b>City:</b>	Mt. Holly
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28120
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2920713	LUDLOW
Registration Number:	2886662	VICTOR
Registration Number:	1350705	TUFF TWINE

**CORRESPONDENCE DATA**

Fax Number: (704)343-2300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (704) 343-2000  
 Email: marcus.lee@hmw.com  
 Correspondent Name: Marcus S. Lee  
 Address Line 1: 201 North Tryon Street, P.O. Box 31247  
 Address Line 4: Charlotte, NORTH CAROLINA 28231

<b>NAME OF SUBMITTER:</b>	Marcus S. Lee
---------------------------	---------------

**CH \$90.00 2920713**

Signature:

/marcus s. lee/

Date:

05/13/2005

**Total Attachments: 3**

source=A&E Ludlow Textiles Trademark Assignment#page1.tif

source=A&E Ludlow Textiles Trademark Assignment#page2.tif

source=A&E Ludlow Textiles Trademark Assignment#page3.tif

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of March 7, 2005, by Ludlow Textiles Company, Inc., a Massachusetts corporation (the "Company"), and Ludlow Textiles Company Business Trust, a Massachusetts business trust (the "Trust"), to American & Efird, Inc., a North Carolina corporation ("Assignee"). As used herein, the Company and the Trust are also each referred to as an "Assignor".

Assignee, the Company, the Trust and the Trust's trustee and shareholders are parties to an Asset Purchase Agreement dated as of March 2, 2005 (the "Agreement"), pursuant to which each Assignor has agreed to sell to Assignee and Assignee has agreed to buy from each Assignor the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of each Assignor. Pursuant to the Agreement, each Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, each Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of each Assignor's worldwide right, title and interest in, to and under each Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, each Assignor, for and in exchange for the payment of the Purchase Price (as defined in the Agreement), the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of each Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by either Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

[Signature page follows]

IN WITNESS WHEREOF, each Assignor has caused its duly authorized representative to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

**LUDLOW TEXTILES COMPANY, INC.**

By: Mart A Lower  
Martin A. Lower, Chief Executive Officer

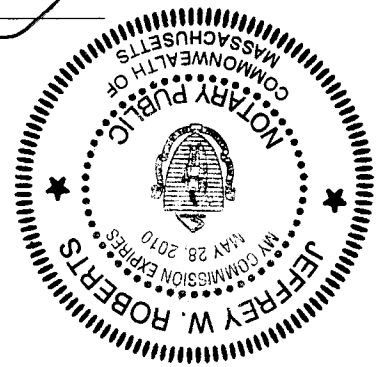
**LUDLOW TEXTILES COMPANY BUSINESS TRUST**

By: Mart A Lower  
Martin A. Lower, Trustee

State of Massachusetts )  
County of Hampden ) ss.:

On this 7<sup>th</sup> day of March, 2005, before me, Jeffrey W. Roberts, personally appeared Martin A. Lower, Chief Executive Officer of Ludlow Textiles Company, Inc. and Trustee of Ludlow Textiles Company Business Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.  
Jeffrey W. Roberts  
Notary Public



*MAR*

**Schedule A**

1. Servicemarks and Trademarks currently or previously registered with and pending registration with the United States Patent and Trademark Office, including the following:

Word Mark	Registration Number	Type of Mark
LUDLOW (Logo)	2920713	Trademark
VICTOR	2886662	Trademark
TUFF TWINE	1350705	Trademark

2. Unregistered Servicemarks and Trademarks:

Golden Nylon  
Holdfast  
Beaver  
Bulldog  
Shrewsbury  
Colonial

