

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cavalier Specialty Yarns, Inc. aka Fils Specialises		02/04/2004	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Stowe-Pharr Mills, Inc.		
Street Address:	100 Main Street		
City:	McAdenville		
State/Country:	NORTH CAROLINA		
Postal Code:	28101		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1644438		
Registration Number:	2210319	CAVALIER TEXTILES	
Registration Number:	2240189	CAVALIER TEXTILES	
CORRESPONDENCE DATA			
Fax Number:	(704)375-0729		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-375-9249		
Email:	jse@adamspat.com		
Correspondent Name:	J. Scott Evans		
Address Line 1:	301 S. Tryon Street		
Address Line 2:	2180 Two Wachovia Center		
Address Line 4:	Charlotte, NORTH CAROLINA 28282		
ATTORNEY DOCKET NUMBER:	1779/5		
NAME OF SUBMITTER:	J. Scott Evans		

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Signature:

/J. Scott Evans/

Date:

11/07/2005

Total Attachments: 3

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ASSIGNMENT

WHEREAS, Cavalier Specialty Yarn, Inc./Fils Spécialisés, a Canadian corporation (hereinafter «**ASSIGNOR**»), is the owner of all right, title and interest in and to the trademarks shown in Schedule A and the U.S. Registrations therefore (hereinafter collectively referred to as the «**Trademarks**»); and

WHEREAS, Stowe-Pharr Mills, Inc., a North Carolina corporation (hereinafter «**ASSIGNEE**»), is desirous of acquiring all of ASSIGNOR's right, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby;

WHEREAS, pursuant to an Order of the Superior Court of Quebec (Commercial Division), District of Montreal, dated September 23, 2003, RSM Richter Inc. (then known as Richter & Partners Inc./Richter & Associés Inc.) was appointed Interim Receiver of the assets, property and undertakings of ASSIGNOR pursuant to Section 47 of the *Bankruptcy and Insolvency Act* (Canada) (hereinafter the «**Interim Receiver**»); and

WHEREAS, pursuant to an Order of the Bankruptcy Court for the Western District of North Carolina, Charlotte Division, the US Court deferred to the Canadian Court with respect to ASSIGNOR and to any and all orders of the Canadian Court entered in respect of ASSIGNOR provided that the Interim Receiver sought the independent ratification of the US Court in respect of any order of the Canadian Court approving the sale of other disposition of the ASSIGNOR's assets located in the United States; and

WHEREAS, the Interim Receiver and ASSIGNEE entered into an Agreement of Purchase and Sale dated January 16, 2004 pursuant to which the Interim Receiver agreed to assign all right, title and interest to the Trademarks to ASSIGNEE; and

WHEREAS, pursuant to an Order dated January 23, 2004 the Canadian Court approved the Agreement of Purchase and Sale and pursuant to an order dated January 29, 2004 the US Court approved the Agreement of Purchase and Sale; and

WHEREAS, the Interim Receiver and ASSIGNEE subsequently entered into a Bill of Sale and Assignment and Assumption agreement dated February 4, 2004 assigning all of ASSIGNOR's right, title and interest in and to the Trademarks to ASSIGNEE together with the goodwill of the business symbolized thereby. The Bill of Sale and Assignment and Assumption agreement is hereby incorporated into this Assignment by reference; and

WHEREAS, the Interim Receiver and ASSIGNEE wish to formally record the assignment of the Trademarks with the United States Patent and Trademark Office.

NOW, THEREFORE, in accordance with the Bill of Sale and Assignment and Assumption agreement for which good and valuable consideration was paid, as well as other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. The Interim Receiver, acting in its aforesaid capacity and in the place of the ASSIGNOR, does hereby assign, transfer, grant, convey and set over unto ASSIGNEE, its successors and assigns throughout the world, all of ASSIGNOR's right, title and interest in and to the Trademarks and any registrations therefor together with the goodwill of the business symbolized by the Trademarks and to all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past present and future infringement of the rights assigned under this Agreement.
2. The Interim Receiver, acting in its aforesaid capacity and in the place of the ASSIGNOR, agrees to execute and deliver at the request of the ASSIGNEE, all papers, instruments and assignments, and to perform any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR's right, title and interest in and to the Trademarks to ASSIGNEE.
3. The «Effective Date» of this Assignment shall be February 4, 2004.

IN WITNESS WHEREOF, the Interim Receiver has caused this Assignment to be duly executed and delivered as of this 31st day of July 2005.

RSM RICHTER INC. (then known as **Richter & Partners Inc.**) in its capacity as Interim Receiver of **Cavalier Specialty Yarn Inc./Fils Spécialisés** and not in its personal capacity

By: _____
Robert Kofman, Vice-President

AGREED & ACCEPTED:

STOWE-PHARR MILLS, INC.

By: J.M. Carstarphen
J.M. Carstarphen III, President

SCHEDULE A

MARK	REGISTRATION NUMBER
Cone Design	1,644,438
CAVALIER TEXTILES	2,210,319
CAVALIER TEXTILES & Design	2,240,189