Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Official-Pillowtex LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other Limited Liability Company
Citizenship (see guidelines) DE
Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N. A.
Internal Address:
Street Address: 40 Broad Street
City: Boston
State: MA
Country: US Zip: 02109
☑ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☑ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) October 7, 2005
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional sheet(s) attached? ☑ Yes ☐ No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Christopher E. Kondracki
Internal Address:
Street Address: 2001 Jefferson Davis Hwy.
Suite 1007
City: Arlington
State: VA Zip: 22202
Phone Number: 703-415-1555
Fax Number: 703-415-1557
Email Address:

6. Total number of applications and registrations involved: 179

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 4,490.00
☐ Authorized to be charged by credit card
☑ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 19-3545
Authorized User Name Christopher E. Kondracki

9. Signature: Signature Date 11/2/05
Christopher E. Kondracki
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 51

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $4490.00 193545 79430070

Trademarks
Continaution of 4A and 4B

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	A TOUCH OF VELVET		1,970,303	4/23/1996
United States	ADJUST-A-FIT	78/430,070		
United States	ALL SEASONS		2,073,041	6/24/1997
United States	ALLURANCE		2,437,618	3/20/2001
United States	BACK SLEEPER		1,420,085	12/9/1986
United States	BE MY GUEST	78/544,458		
United States	BEAUTE		860,615	11/19/1968
United States	BEDMATE (Stylized)		1,383,425	2/18/1986
United States	BEDS, ETC.		2,826,153	3/23/2004
United States	BEYOND BIG		2,744,470	7/29/2003
United States	BEYOND BIG		2,772,396	10/7/2003
United States	BIG STUFF		2,011,194	10/22/1996
United States	BODY BALANCE	78/387,102		
United States	BODY CUDDLER		2,072,637	6/17/1997
United States	BRITE WHITE		1,421,980	12/23/1986
United States	CALDWELL		2,033,308	1/28/1997
United States	CANNON		729,513	4/3/1962
United States	CANNON		1,127,537	12/11/1979
United States	CANNON		1,556,899	9/19/1989
United States	CANNON		2,440,006	4/3/2001
United States	CANNON	78/446,680		
United States	CANNON & Device		147,948	11/8/1930
United States	CANNON & Device		729,514	4/3/1962
United States	CANNON & Device		1,126,849	11/20/1979

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	CANNON & Device		2,405,532	11/21/2000
United States	CANNON & Device		2,410,029	12/5/2000
United States	CANNON AND DEVICE	78/489,197		
United States	CANNON CLASSIC CASUALS		2,514,043	12/4/2001
United States	Cannon Design		782,507	12/29/1964
United States	Cannon Design		1,127,538	12/11/1979
United States	Cannon Design		1,559,064	10/3/1989
United States	CANNON DEVICE	78/492,944		
United States	CANNON ROYAL FAMILY	78/447,353		
United States	CANNON TRADE MARK U.S.A. 1887	76/501,474		
United States	CANNON-THE AMERICAN BRAND LOGO	78/492,958		
United States	CAT'S MEOW - THE PURR-FECT PIL	78/544,463		
United States	CELEBRITY	78/430,104		
United States	CHAMOIS SOFT	78/387,107		
United States	CHARISMA		1,124,948	9/11/1979
United States	CHARISMA		1,127,563	12/11/1979
United States	CHARISMA		1,562,233	10/24/1989
United States	CHARISMA		2,474,046	7/31/2001
United States	CHARISMA		2,625,436	9/24/2002
United States	CHARISMA SELECT		2,832,341	4/13/2004
United States	CLASSIC CHOICE		1,881,464	2/28/1995
United States	CLASSIC CHROMATICS		1,099,599	8/15/1978
United States	CLASSIC SUPREME		1,524,564	2/14/1989
United States	COLOR CROWN DESIGN	78/435,887		
United States	COLORCASE WOVENS		1,889,307	4/11/1995
United States	COMFOREL		VAu 316-066	10/13/1994
United States	COMFORT FOAM		2,716,395	5/13/2003
United States	COMFORT LEVEL	78/405,491		
United States	COMFORT QUEST		2,244,525	5/11/1999
United States	COMFORT SPUN		1,123,742	8/7/1979
United States	COMFORTCALE		1,093,823	6/20/1978
United States	COTTON FRESH		1,367,717	10/29/1985
United States	COTTON MATE	78/387,116		
United States	COTTON TOUCH		2,552,616	3/26/2002
United States	COTTON TOUCH		2,722,292	6/3/2003
United States	CREST OF DOWN		2,204,346	11/17/1998
United States	CROWN Design	78/402,337		
United States	CROWN JEWEL		1,016,926	7/29/1975
United States	Crown Wheat & Artillery Design		1,923,727	10/3/1995
United States	Crown Wheat & Artillery Design		2,391,290	10/3/2000
United States	DACRON II		VAu 316-067	10/13/1994
United States	DREAM SPINNER		1,434,765	3/31/1987
United States	DREAM WARMER		1,406,617	8/26/1986
United States	DRY FAST SYSTEM		2,354,518	6/6/2000

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	DURACALE		366,894	5/2/1939
United States	DURALITE		876,628	9/9/1969
United States	ELEGANCE BY ROYAL VELVET	76/473,058		
United States	EMPRESS		1,210,555	9/28/1982
United States	FAMILY PACK		1,762,923	4/6/1993
United States	FASHION WEAVERS		721,079	9/5/1961
United States	FASHIONS OF THE WORLD		746,712	3/12/1963
United States	FIELDCREST		436,239	1/27/1948
United States	FIELDCREST		500,882	7/6/1948
United States	FIELDCREST		833,741	8/15/1967
United States	FIELDCREST		1,994,149	8/13/1996
United States	FIELDCREST		2,332,392	3/21/2000
United States	FIELDCREST		2,332,408	3/21/2000
United States	FIELDCREST	78/471,408		
United States	FIELDCREST CANNON		1,904,488	7/11/1995
United States	FIELDCREST CANNON STADIUM		2,235,293	3/23/1999
United States	FIELDCREST FASHION FOR BED AND		643,323	3/26/1957
United States	FIELDCREST OPULENCE	78/384,422		
United States	FIELDCREST Stylized		434,737	12/2/1947
United States	FLAT FREE		2,378,089	8/15/2000
United States	FLAT FREE		2,669,594	12/31/2002
United States	FUN STUFF		2,398,449	10/24/2000
United States	GLOBE		1,100,211	8/22/1978
United States	GOLD LABEL		738,716	10/2/1962
United States	GRAND MANOR	76/445,638		
United States	GREAT SHAPES		1,787,512	8/10/1993
United States	HEALTHWATCH	78/387,121		
United States	HEIRLOOM		VAu 117-188	8/24/1987
United States	HOME FORUM		1,470,686	12/29/1987
United States	HOMEWARD BOUND		1,415,918	11/4/1986
United States	HOUSEWARMERS		1,762,922	4/6/1993
United States	IMPERIAL COLLECTION		754,269	8/6/1963
United States	IMPERIAL ROSE	78/387,112		
United States	JUST FEEL THE DIFFERENCE		2,270,595	8/17/1999
United States	JUST FOR ME		1,973,312	5/7/1996
United States	LITE N LOFTY		1,415,919	11/4/1986
United States	LIVE A COLORFUL LIFE	78/402,476		
United States	LOOM WOVEN & Design		2,292,321	11/16/1999
United States	LUSTRE		2,259,455	7/6/1999
United States	MISTIQUE		826,960	4/4/1967
United States	MONTEREY	78/430,079		
United States	MONTICELLO		411,659	1/30/1945
United States	MONTICELLO		802,325	1/18/1966
United States	MONTICELLO		867,967	4/8/1969
United States	MOODS OF TODAY		1,057,685	2/1/1977
United States	MOODS OF TOMORROW		1,057,683	2/1/1977

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	NATURAL CHOICE		1,452,155	8/11/1987
United States	NESTLE DOWN		1,984,662	7/2/1996
United States	NETTLE CREEK GRAND SATEEN		VAu 274-361	9/20/1994
United States	NIGHT MOODS		1,057,684	2/1/1977
United States	NIGHT WARMER		1,403,892	8/5/1986
United States	NOVA		1,898,128	6/6/1995
United States	NOVA		VAu 316-068	10/13/1994
United States	OPULENCE BY FIELDCREST	76/529,017		
United States	PADABOUT & Design		1,101,534	9/5/1978
United States	PARK ROW		1,082,617	1/17/1978
United States	PERFECT BLEND		2,654,720	11/26/2002
United States	PERMA LOFT		1,472,319	1/12/1988
United States	PERMA-SOFT		1,119,305	5/29/1979
United States	PILLOWTEX		1,448,579	7/21/1987
United States	PILLOWTEX		1,460,079	10/6/1987
United States	PLEASANT DREAMS		1,998,830	9/3/1996
United States	PUFF BALL		2,048,265	3/25/1997
United States	PURPOSEFUL PILLOWS		2,473,708	7/31/2001
United States	RESORT & SPA BY FIELDCREST	78/385,931		
United States	ROYAL CLASSIC		1,204,590	8/10/1982
United States	ROYAL DIMENSION	78/527,349		
United States	ROYAL FAMILY		1,120,559	6/19/1979
United States	ROYAL FAMILY		1,194,734	5/4/1982
United States	ROYAL FAMILY		1,522,696	1/31/1989
United States	ROYAL FAMILY	78/447,354		
United States	ROYAL TOUCH		1,245,338	7/12/1983
United States	ROYAL TOUCH		1,346,286	7/2/1985
United States	ROYAL TOUCH	78/504,956		
United States	ROYAL VELVET		626,627	5/8/1956
United States	ROYAL VELVET		2,325,800	3/7/2000
United States	ROYAL VELVET		2,395,380	10/17/2000
United States	ROYAL VELVET		2,435,979	3/13/2001
United States	ROYAL VELVET and Crown Design	78/402,354		
United States	ROYAL VELVET BIG & SOFT		2,202,694	11/10/1998
United States	ROYAL VELVET BIG & SOFT		2,318,592	2/15/2000
United States	ROYAL VELVET BIG & SOFT		2,416,233	12/26/2000
United States	SANTA CRUZ		1,582,620	2/13/1990
United States	SIDE SLEEPER		1,414,266	10/21/1986
United States	SLEEPWELL		1,176,281	11/3/1981
United States	SLUMBER SHAPES		1,533,134	4/4/1989
United States	SOFA-FIT		1,350,710	7/23/1985
United States	SOFT N' LOFTY		1,405,847	8/19/1986
United States	SOSOFT 250		2,269,810	8/10/1999

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	ST. MARYS		747,914	4/9/1963
United States	ST. MARYS		748,703	4/30/1963
United States	ST. MARYS		995,056	10/8/1974
United States	STERLING CHOICE	78/524,527		
United States	SUMERSON (Stylized)		0,812,265	8/2/1966
United States	SUPER BIG		2,545,292	3/5/2002
United States	SUPREME TOUCH		1,542,593	6/6/1989
United States	SUPREME TOUCH		1,586,835	3/13/1990
United States	SURESOFT		2,272,823	8/24/1999
United States	SYMPHONY		2,191,180	9/22/1998
United States	TENDER YEARS		2,194,147	10/6/1998
United States	TENDER YEARS	78/405,485		
United States	THE BIG ONE	78/544,460		
United States	THE CANNON DRY SYSTEM	76/462,039		
United States	THE CANNON FIT	76/462,043		
United States	THE GREAT BIG ONE		2,757,166	8/26/2003
United States	THE NATURAL COLLECTION		1,882,722	3/7/1995
United States	TOUCH OF CLASS		2,288,729	10/26/1999
United States	TOUCH OF CLASS		2,315,677	2/8/2000
United States	ULTRA VELVET		1,931,681	10/31/1995
United States	VELOURS ROYALE		1,405,888	8/19/1986
United States	VELOURS ROYALE		1,407,724	9/2/1986
United States	VELTRA		1,598,672	5/29/1990
United States	VELVET TOUCH	78/501,394		
United States	VELVET TOUCH	78/504,429		
United States	WIDE SIDE		2,754,045	8/19/2003
United States				

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 7th day of October, 2005, by and among:

OFFICIAL-PILLOWTEX LLC, a limited liability company organized under the laws of the State of Delaware having a place of business at 1800 Moler Road, Columbus, Ohio 43207 (the "Grantor"); and

BANK OF AMERICA, N.A., a national banking association having a place of business at 40 Broad Street, Boston, Massachusetts 02109 as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement defined below).

In consideration of the mutual covenants contained herein and benefits to be derived herefrom, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the Grantor is a party to a certain Credit Agreement dated as of even date herewith (as the same may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and among others, (i) the Grantor, as borrower thereunder, (ii) the Lenders named therein (the "Lenders"), and (iii) the Administrative Agent as Administrative Agent; and

WHEREAS, the Grantor has entered into a certain Security Agreement of even date herewith in favor of the Administrative Agent and the Secured Parties (as such may be amended, modified, supplemented or restated hereafter, the "Security Agreement"), pursuant to which Security Agreement the Grantor has granted the Administrative Agent, for the benefit of itself and the Secured Parties, a security interest in the "Collateral" as defined in the Security Agreement; and

WHEREAS, the Lenders have agreed to make Term Loans to the Grantor, pursuant to, and upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, this Agreement is supplemental of, and in addition to, the rights of the Administrative Agent and the Secured Parties in and to all other Collateral granted to the Administrative Agent for the benefit of the Secured Parties to secure the payment and performance of the Obligations, including, without limitation, the rights of the Administrative Agent under the Security Agreement.

TRADEMARK
REEL: 003216 FRAME: 0119

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1

Definitions

1.1 Generally. All references to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral (as defined herein) or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. As used herein, the following terms shall have the following meanings:

(a) "Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on Exhibit A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(b) "Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

(c) "Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

(d) "Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(e) "Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

(f) "IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

(g) "Licenses" shall mean, collectively, the Copyright Licenses, the Patent Licenses and the Trademark Licenses and shall include, without limitation, the License Agreements and the Material Licenses (as defined in the Credit Agreement).

(h) "Material Intellectual Property" shall mean the "Material Intellectual Property" as defined in the Credit Agreement.

(i) "Obligations" shall mean the "Obligations" as defined in the Credit Agreement.

(j) "Patents" shall mean all letters patent and applications for letters patent of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on Exhibit B annexed hereto and made a part hereof.

(k) "Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit B annexed hereto and made a part hereof.

(l) "PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(m) "Security Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(n) "Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on Exhibit C annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(o) "Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit C annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2

Security Interest

In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by the Grantor to the Administrative Agent (for the benefit of the Administrative Agent and the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such Security Interest and grants to the Administrative Agent (for the benefit of the Administrative Agent and the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) All Copyrights and Copyright Licenses.

(b) All Patents and Patent Licenses.

(c) All Trademarks and Trademark Licenses.

(d) All renewals of any of the foregoing.

(e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

(f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3

Protection of Intellectual Property By Grantor

Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

3.1 Pay all renewal fees and other fees and costs associated with maintaining each and every item of Material Intellectual Property and with the processing of each and every item of Material Intellectual Property and take all other reasonable and necessary steps to maintain each registration of each and every item of Material Intellectual Property.

3.2 Take all actions reasonably necessary to prevent any of the Material Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of any Material Intellectual Property and not abandon or delay any such efforts.

3.4 At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect each and every item of Material Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

SECTION 4

Grantor's Representations and Warranties

In addition to any representations and warranties contained in any other Loan Documents, the Grantor represents and warrants that:

4.1 Exhibit A is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantor as of the date hereof.

4.2 Exhibit B is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof.

4.3 Exhibit C is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantor as of the date hereof.

4.4 Except as set forth in Exhibits A, B and C, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor.

4.5 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances, Liens in favor of the Administrative Agent and Liens permitted by Section 6.02 of the Credit Agreement.

4.6 The Grantor owns, or is licensed to use, all Material Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of the Material Intellectual Property owned by the Grantor or the validity or effectiveness of any of the Material Intellectual Property owned by the Grantor, nor does the Grantor know of any valid basis for any such claim, except as otherwise set forth in the Credit Agreement. To the knowledge of the Grantor, the use by the Grantor of the Material Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or the Grantor's rights in, any Material Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of the Grantor.

4.7 The Grantor shall give the Administrative Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(a) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(b) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).

(c) The Grantor's entering into any new Licenses pursuant to Section 5.01(g) of the Credit Agreement.

(d) The Grantor's knowing, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

SECTION 5

Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (a), (b) and (c) of Section 4.7, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

5.2 The Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby authorizes the Administrative Agent to file all such writings for the foregoing purposes; *provided, however*, the Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6

Grantor's Rights To Enforce Intellectual Property

Prior to the Administrative Agent's giving of notice to the Grantor (i) following the occurrence of an Event of Default or (ii) pursuant to Section 6.1 below, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

6.1 The Grantor shall provide the Administrative Agent with written notice of any infringement of any Material Intellectual Property as provided in Section 5.02 of the Credit Agreement. If the Grantor fails to take appropriate action, and such failure would reasonably likely result in a Material Adverse Effect, upon notice to the Grantor, the Administrative Agent may (but shall not be required to) itself take such action in the name of the Grantor, with any damages recovered in such action, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Section 6.2 of the Security Agreement.

6.2 Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

6.3 Following the occurrence of any Event of Default, the Administrative Agent, by notice to the Grantor may terminate or limit the Grantor's rights under this Section 6.

SECTION 7

Administrative Agent's Actions To Protect Intellectual Property

In the event of:

(a) the Grantor's failure, within five (5) days of written notice from the Administrative Agent, to cure any failure by the Grantor to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Administrative Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) take such action or perform such covenants, agreements or obligations, at the expense of the Grantor.

SECTION 8

Rights Upon Default

Upon the occurrence of any Event of Default, in addition to all other rights and remedies of the Administrative Agent set forth in the other Loan Documents, the Administrative Agent shall be entitled to exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property in any manner, in whole or in part, as the Administrative Agent may determine from time to time in its discretion. Any person may conclusively rely upon an affidavit of an officer of the Administrative Agent that an Event of Default has occurred and that the Administrative Agent is authorized to exercise such rights and remedies.

SECTION 9

Administrative Agent As Attorney In Fact

9.1 The Grantor hereby irrevocably constitutes and designates the Administrative Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(a) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantor.

(b) To exercise any of the rights and powers of the Administrative Agent referenced herein.

(c) To execute all such instruments, documents, and papers as the Administrative Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Administrative Agent.

9.3 The Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor

for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Administrative Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or willful misconduct.

SECTION 10

Administrative Agent's Rights

The rights of the Administrative Agent with respect to the Intellectual Property, in connection with the exercise of the Administrative Agent's rights and remedies under this Agreement, the Security Agreement, and the Credit Agreement after the occurrence and during the continuance of an Event of Default, shall be coextensive with the Grantor's rights with respect thereto and without any liability for royalties or other related charges.

SECTION 11

Intent

This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Administrative Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Administrative Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12

Further Assurances

Grantor will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any Applicable Law, or which the Administrative Agent may reasonably request, to grant, preserve, protect or perfect the Lien created or intended to be created hereby or the validity or priority of such Lien, all at the expense of Grantor. The Grantor also agrees to provide to the Administrative Agent, from time to time

upon request, evidence reasonably satisfactory to the Administrative Agent as to the perfection and priority of the Lien created or intended to be created hereby.

SECTION 13

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE ON NEW YORK (WITHOUT REGARD TO ITS PRINCIPLES RELATING TO CHOICE AND CONFLICTS OF LAW).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTOR:

OFFICIAL-PILLOWTEX LLC

By: _____
Name: Alan Cohen
Title: MANAGER

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTOR: OFFICIAL-PILLOWTEX LLC

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT: BANK OF AMERICA, N.A.

By: Beth Ratto
Name: Beth Ratto
Title: Managing Director

Exhibit A

Copyrights and Copyright Licenses

Name of Work	Registration No.	Registration Date/ Creation Date
18th century crewel (5 pieces)	H34996	1967
Acapulco	H33939	1967
Adams	VA96177	March 25, 1982
Alexandria	H27966	1964
Alexandria	H27966	1965
Algiers	H42230	1970
Alphabet zoo	VA32415	August 27, 1979
Alphabet zoo	VA32416	August 27, 1979
American Eagle	VA254768	February 6, 1987
American friendship	H32302	1966
Angelique	H31606	1966
April	67396	1984
Arabesque	H21831	1963
Arabesque	H21710	1963
Arroyo	VA89014	October 14, 1981
Ashley	VA96168	March 25, 1982
Ashley	46933	1983
Audubon	VA96167	March 25, 1982
Balmoral	109561	1982
Balmoral column	63198	1983
Balmoral leaves	41768	1982
Balmoral stripe A	41769	1982
Balmoral stripe B	41770	1982
Bangkok	177763	1984
Barcelona	H24439	1964
Barcelona	H24440	1964

Name of Work	Registration No.	Registration Date/ Creation Date
BMX Fever	VA254767	February 6, 1987
Bountiful	H42234	1970
Brentwood	VA96187	March 25, 1982
Breton country	41771	1982
Breton country stripe	48167	1982
Bright nights (3 pieces)	H37437	1968
Canyon	VA89019	October 14, 1981
Capistrano	H24334	1964
Caravan (3 pieces)	H38198	1969
Caribe	VA96174	March 25, 1982
Carnations	H27958	1965
Carnations	H27959	1965
Casein	VA89022	October 14, 1981
Castle garden	H20934	1963
Castle garden	H20624	1963
Catnap	VA324376	May 26, 1988
Cheltenham garden	H33118	1967
Cheltenham garden	H33117	1966
Cherub fantasy	H29871	1965
Cherub fantasy	H29872	1965
Children of the world (3 pieces)	H38091	1969
Classic	H35498	1968
Classic	H35494	1968
Cloisonne (4 pieces)	H34998	1967
Comforel : no. T-7313/20	VAu316066	November 13, 1994
Contata	160305	1984
Contessa	H33110	1967
Contessa	H33108	1967
Couger [sic] country.	VA251781	February 6, 1987
Country garden	H20761	1962

Name of Work	Registration No.	Registration Date/ Creation Date
Country garden	160304	1984
Courtyard floral	H20619	1963
Courtyard floral	H20620	1963
Crosste	VA99580	March 30, 1982
Dacron II : no. T-6109/80	VAu316067	November 13, 1994
Dania	52535	1983
Decorating digest with Judy Lindahl	MP28836	1975
Desert song	H42268	1970
Diamond point	VA99582	March 29, 1982
Discovery	VA181748	March 22, 1985
Dover rose	H24570	1964
Dover rose	H24442	1964
Drawing of Sumerson stay set non-shift pillow	IU13029	1964
Drayton	VA96415	March 29, 1982
Dream song	H18901	1962
Dream song	H35499	1967
Dream song	H18754	1962
Dream song	H35497	1967
Dream song	H18756	1962
Dublin	VA96410	March 29, 1982
Duval	VA96179	March 25, 1982
El prado	H24438	1964
El prado	H24441	1964
Embassy rose	H28176	1965
Embassy rose	H27965	1965
Empire bouquet	H27954	1965
Empire bouquet	H27953	1964 and/or 1965
Empire bouquet	H24438	1964
English garden	H213385	1961
Esplanade	H30584	1966

Name of Work	Registration No.	Registration Date/ Creation Date
Esplanade	H30589	1966
Euclidean shapes	H42231	1970
Fancy free (4 pieces)	H38092	1969
Fancy free (4 pieces)	H38747	1969
Fantasia	H33116	1967
Fantasia	H33111	1967
Fantasia	VA96184	March 25, 1982
FCI CAM curves	TXu334651	August 1, 1988
Felicity (3 pieces)	H39602	1969
Felicity (bed spreads & drapes)	H40354	1969
Ferny	109535	1982
Field poppies	113439	1982
Field poppy stripe	40620	1982
Fieldcrest Cannon, Inc. cam curves	VAu334651	1988
Fieldcrest Cannon, Inc. Today	TX2364741	July 15, 1988
Fieldcrest decorating digest	A699222	1975
Fieldcrest decorating digest	TX1398028	July 30, 1984
Fieldcrest decorating digest	TX825156	December 31, 1981
Fieldcrest entertains with glorious food	A916173	1977
Fieldcrest Mills	A358707	1958
Fieldcrest Mills	A187389	1970
Fieldcrest Mills	A190559	1970
Fieldcrest Mills	A213038	1971
Fieldcrest Mills	A231011	1971
Fieldcrest Mills	A252328	1971
Fieldcrest Mills	A289092	1971
Fieldcrest Mills	A323745	1972
Fieldcrest Mills	A449486	1973 and/or 1975
First love (3 pieces)	H37438	1968
Fleur de lis	H24437	1963 and/or 1964

Name of Work	Registration No.	Registration Date/ Creation Date
Fleur de lis	H24447	1963 and/or 1964
Flirtation rose	H24566	1964
Floral : no. 5654/50	VAu117186	August 24, 1987
Floral enchantment	H27964	1964 and/or 1965
Floral enchantment	H37967	1965
Floral trellis	H35500	1967 and/or 1968
Floral trellis	H35493	1967 and/or 1968
Floriale	H42232	1970
Flower shower (3 pieces)	H37442	1968
Flower song	H35424	1968
Folly	VA96172	March 25, 1982
Fontana	VA96411	March 29, 1982
Forest glen	170668	1984
French daisy	H16425	1961
French daisy	H16426	1961
Friends you can count on	A855897	1966
Friends you can count on	H31607	1966
Friends you can count on	H31605	1966
Frolic (3 pieces)	H38111	1969
Fun Fuzzy	VA254769	February 6, 1987
Gabor all over : no. 1773/90	VA382407	December 18, 1989
Gabor border : no. 1772/90	VA382403	December 18, 1989
Gabor stripe : no. 1774/45	VA378787	December 18, 1989
Gabrielle	113438	1982
Garden party	H20617	1963
Garden party	H20806	1963
Gooseberry : no. 6787/20	VAu125468	January 4, 1998
Grenadier	GP53664	1966
Guide to job instruction	A968877	1968
Hampton court	H33107	1966 and/or 1967

Name of Work	Registration No.	Registration Date/ Creation Date
Handbook for outside counsel	TX1551154	April 1, 1985
Harlequin rose	H27962	1965
Heirloom : no. 7111/90	VAu117188	August 24, 1987
Hermosa	H33942	1967
Hillandale	VA96175	March 25, 1982
Holiday	VA96164	March 25, 1982
Hopetown quilt	109533	1982
Hopi	VA95674	March 29, 1982
Ihran	52820	1983
Imperial brocade	H20491	1962
Imperial fleur	H20638	1962
Imperial rose	H19927	1962
Imperial rose	H20382	1961
Imperial tapestry	H20639	1962
Imperial tapestry	H20789	1962
Impressions	H35422	1967 and/or 1968
Innocence	H41435	1970
Innsbruck	H36336	1968
Innsbruck	H36223	1968
Isfahan	52823	1983
It's about time	A855900	1956 and/or 1966
It's about time	H32306	1966
It's about time	H31604	1966
Jamestown	H33114	1966 and/or 1967
Jamestown	H33120	1966
Jefferson	VA89029	October 14, 1981
Jefferson	VA89023	1981
Jigsaw	VA96183	March 25, 1982
Jubilee	VA96416	March 29, 1982
Jungle hunt (bed spreads and drapes)	H36304	1968

Name of Work	Registration No.	Registration Date/ Creation Date
Jungle hunt (bedspreads and drapes)	H36404	1968
Jungle hunt (towels)	H36305	1968
Kabuki (4 pieces)	H38112	1969
Kashmir	H16425	1961
Keaton	VA96180	March 25, 1982
Keepsake rose	H29870	1965
Keepsake rose	H29873	1965
Kensington gardens	H27957	1964 and/or 1965
Kensington gardens	H28175	1964 and/or 1965
Kent	VA96185	March 25, 1982
Kimono	41774	1982
King's guards	H23245	1963
Knob Hill	41776	1982
Knob hill flame	41775	1982
Kyoto	41773	1982
L'elegant	H24445	1963 and/or 1964
L'elegante	H24448	1963 and/or 1964
Lancaster	VA89020	October 14, 1981
Lancaster ring	113436	1982
Land of Nod	H23246	1963
Laurel	VA96169	March 25, 1982
Laurel	170054	1984
Laurel elegance	H35421	1967 and/or 1968
Laurens	VA96171	March 25, 1982
Leafy	109550	1982
Log cabin	VA99579	March 30, 1982
London town	H16424	1961
Lucille	170731	1984
Madeira bouquet	H16427	1961
Madison	VA89015	October 14, 1981

Name of Work	Registration No.	Registration Date/ Creation Date
Malabar (4 pieces)	H34997	1967
Malibu (shell)	VAu76053	April 22, 1985
Mansfield	VA96182	March 25, 1982
Marion	VA96165	March 25, 1982
Martha	109534	1982
Mayfair	VA96173	March 25, 1982
Melissa	VA96413	March 29, 1982
Melrose	H35418	1967 and/or 1968
Melrose	H35425	1967 and/or 1968
Melrose	VA89021	October 14, 1981
Meredith	VA95678	March 29, 1982
Mesa	VA89018	October 14, 1981
Metro	160302	1984
Mighty mallard.	VA241847	November 9, 1986
Milan	H24446	1963 and/or 1964
Mimi	109530	1982
Ming	H19928	1962
Modern mood	H35420	1967 and/or 1968
Modern mood	H35419	1967 and/or 1968
Molokai	118920	1983
Monroe	VA89016	October 14, 1981
Mood moderne	H30587	1965 and/or 1966
Mount Vernon	109536	1982
Musetta	41772	1982
Napping	A71423	1960
Napping	A358707	1958
Neddle point rose	H20936	1963
Needle point rose	H20615	1963
Nettle Creek grand sateen	VAu274361	September 20, 1994
New England beauty	H16421	1961

Name of Work	Registration No.	Registration Date/ Creation Date
New slant	H42236	1970
Newport	46934	983
Nova : no. T-7360/20	VAu316068	November 13, 1994
Now I lay me down to sleep.	VA241848	November 9, 1986
Oblique form	H42235	1970
Orleans	H16423	1961
Palmetto	VA96178	March 25, 1982
Palo Alto	H33115	1966 and/or 1967
Palo Alto	H33112	1966 and/or 1967
Patterns	H45288	1971
Peachtree	118529	1983
Peachtree stripe	51762	1983
Pennant	VA100207	1982
Pennant	VA100307	April 20, 1982
Pennsylvania dutch	H33752	1966
Persia	H33119	1966 and/or 1967
Persia	H33109	1966 and/or 1967
Petite corsage	H20590 and/or H30590	1965 and/or 1966
PFWW : no. 7155/20	VAu117187	August 24, 1987
Phantasy	53633	1983
Plume	VA89017	October 14, 1981
Polynesia (3 pieces)	H37440	1968
Poppy dot (4 pieces)	H38110	1969
Posy	H20382	1961
Posy	H21384	1962
Pow flowers	H36224	1968
Prairie	VA95675	March 29, 1982
Primavera quilt	46938	1983
Primavera vine	46939	1983

Name of Work	Registration No.	Registration Date/ Creation Date
Primrose	46944	1984
Princess	H42233	1970
Princess bouquet	H20616	1963
Printwork	H41187	1969
Queen's garden	H33632	1967
Queen's rose	H23652	1963
Regal rose	H20932	1963
Regal rose	H20618	1963
Regency	VA95676	March 29, 1982
Regency manor	H24571	1964
Regency manor	H24572	1964
Reverie	H20622	1963
Reverie	H20633	1963
Reynolds	VA96170	March 25, 1982
Ribbon bouquet	VA830600	December 23, 1996
Riviera rose	H35496	1967 and/or 1968
Riviera rose	H35495	1967 and/or 1968
Roadway	160303	1984
Rocky Mountain rams.	VA251779	February 6, 1987
Romance is a rose	H21709	1963
Rose arcade	H30585	1965 and/or 1966
Rose arcade	H30588	1966
Rose caprice	H20759	1962
Rose cascade	H20762	1962
Rose festival	H21694	1963
Rose legacy	H27963	1964 and/or 1965
Rose legacy	H27956	1964 and/or 1965
Rose moderne	H20760	1962
Rose nouveau	H27960	1964 and/or 1965
Rose symphony	H35417	1967 and/or 1968

Name of Work	Registration No.	Registration Date/ Creation Date
Rose symphony	H35423	1967 and/or 1968
Rose velour (4 pieces)	H37443	1968
Rosepath	VA96414	March 29, 1982
Royal charter	H20623	1963
Royal family	VA15895	July 20, 1978
Royal tapestry	H27961	1964 and/or 1965
Royal Velvet 1986 color forecast	PA259044	July 19, 1985
Royal velvet color forecast film	PA259044	1985
Royal Velvet presents Color profiles for 1985	PA240661	December 24, 1984
Runaway Ronnie	A855899	1966
Runaway Ronnie	H31709	1966
Runaway Ronnie	H31608	1966
Sahara	H42269	1970
Samarkand	H34995	1967
Samarkand	H33753	1967
Santa Cruz	H33106	1966 and/or 1967
Santa cruz	H33113	1966 and/or 1967
Sayonara	H44033	1971
Scandia	H16422	1961
Serpentine	H42267	1970
Shalimar (4 pieces)	H37441	1968
Sherry	VA99581	March 29, 1982
Shower of flowers	H20788	1962
Showers of flowers	H20763	1962
Sintra	118518	1983
Snow flower	40619	1982
Snowflake	109461	1982
Snowflake quilt	109551	1982
Sophisticate	H18755	1962
Sophisticate	H18757	1962

Name of Work	Registration No.	Registration Date/ Creation Date
Southampton floral	109549	1982
Southampton stripe	113437	1982
Spanish shawl	H19929	1962
St. Mary's acclaim.	VAu300960	June 28, 1994
Star blaze	VA95677	March 29, 1982
Summer star	H30591	1965 and/or 1966
Sutton	VA96181	March 25, 1982
Suzanne	109532	1982
Sweet dream	H31708	1966
Sweet dreams	A855898	1966
Sweet dreams	H31609	1966
Sweet Dreams	VA254766	February 6, 1987
Tahiti	H19930	1962
Tasco	H33941	1967
The Glory of the Maya	PA880	March 2, 1978
Timberline	VA96166	March 25, 1982
To a wild rose	H33753	1967
To a wild rose	H33941	1967
Tobago	VA98024	October 14, 1981
Torbay	VA96412	March 29, 1982
Trains	GP53663	1966
Tropic	VA96186	March 25, 1982
Tulip trellis	109531	1982
Tuliptime	109537	1982
Unicorn	H19931	1962
Unicorn	H19927	1962
Valley	VA95673	March 29, 1982
Vanity rose	H30586	1965 and/or 1966
Velvet shadow (4 pieces)	H37439	1968
Velvet shadow (4 pieces)	H37442	1968

TRADEMARK
REEL: 003216 FRAME: 0143

Name of Work	Registration No.	Registration Date/ Creation Date
Venetia	H41188	1969
Venetian tile	H19932	1962
Venture	VA96176	March 25, 1982
Veracruz	H33940	1967
Vibrant	H45113	1971
Viennese lace	H20226	1962
Violetta	H24443	1963 and/or 1964
Violetta	H24444	1963
Vis-a-vis	H42229	1970
Vis-a-vis	H43719	1990
Weaver's rose	VA95679	March 25, 1982
Winchester	VA74155	April 20, 1981
Wisteria	H27955	1964 and/or 1965
Wisteria	H28177	1964 and/or 1965
xDream song	H18756	1962
Yangtze garden	183908	1985

TRADEMARK
REEL: 003216 FRAME: 0144

Exhibit B

Patents and Patent Licenses

United States	Double Hem Apparatus and Method for Automatically Guiding, Trimming, Splitting and Side Hemming Continuous Textile Material	5,579,707	12/3/1996
United States	Terry Fabric with Increased Rate of Absorbency and Method of Forming Same	5,667,865	6/26/1996
United States	Mattress Cover with Inelastically Stretchable Skirt	5,636,393	6/10/1997
United States	Expandable Skirt Mattress Cover	5,127,115	7/7/1992
United States	Apparatus and Method for Automatically Guiding, Trimming, splitting and Side Hemming Continuous Textile Material	4,589,361	5/20/1986
United States	Pile Fabrics as Woven Terry Fabrics with Diagonal Grooves of Cut Pile	4,576,858	3/18/1986
United States	Personal Care Textile Article and Label	D396,596	8/14/1998
United States	Personal Care Textile Article and Label	D424,859	5/16/2000
United States	Packaging Structure for a Textile Article	D421,568	3/14/2000
Canada	Apparatus with Integrated Solid State Comfort Control and Overheat Protection	1,261,909	9/26/1989
Korea	Method and Apparatus for Electronic Control of Terry Loom	141,979	3/25/1998
U.K. (British)	Electrical Heating Apparatus Protected Against an Overheating Condition	2,148,679	10/1/1984
U.K. (British)	Pile Fabric Forming Apparatus Having Cooperating Pairs of Pile Wires	1,558,438	1/24/1980

TRADEMARK
REEL: 003216 FRAME: 0145

Exhibit C

Trademarks and Trademark Licenses

See attached.

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Argentina	CANNON	2540444		
Argentina	CANNON	2544339		
Argentina	CANNON	2544340		
Argentina	CANNON	2544342		
Argentina	CANNON	2544341		
Argentina	CANNON	2540444		
Argentina	CANNON & Device		1,756,742	10/13/1999
Argentina	CANNON & Device	2544343		
Argentina	CANNON DESIGN	2540445		
Argentina	FIELDCREST		1628399	3/14/1997
Argentina	FIELDCREST CANNON	2024120		
Argentina	MONTICELLO		1.939.232	5/31/1993
Argentina	ROYAL VELVET		1624226	12/27/1996
Australia	CANNON & Device		169,373	12/20/1962
Australia	CANNON & Device		420104	4/27/1988
Australia	CANNON & Device		420110	7/10/1989
Australia	CANNON & Device		420,111	3/21/1990
Australia	FIELDCREST		A186786	3/23/1964
Australia	MONTICELLO		496,836	6/14/1991
Australia	ROYAL VELVET		A419924	12/18/1984
Australia	ROYAL VELVET		A419925	12/18/1984
Australia	ST. MARYS LOGO		B276552	3/4/1974
Austria	CANNON & Device		75,701	11/6/1973
Austria	FIELDCREST		52393	5/15/1964
Austria	ROYAL VELVET		92993	2/8/1980
Austria	ST. MARYS		83347	8/4/1976
Bahamas	CANNON & Device		3619	12/5/1961
Bahamas	FIELDCREST		10042	11/4/1980
Bahamas	ST. MARYS		10043	11/4/1980
Bahrain	CANNON & Device		3804	3/19/1977
Bangladesh	CANNON & Device		13611	6/13/2000
Belize	CANNON & DESIGN		3065	5/11/1960
Belize	CANNON & Device		3065	5/11/1967
Benelux	CANNON		76651	11/30/1971
Benelux	CANNON & Device		76652	11/30/1971
Benelux	FIELDCREST		23861	4/16/1971
Benelux	FIELDCREST		23861	10/1/1963
Benelux	FIELDCREST		1334986	4/16/2000
Benelux	ROYAL FAMILY		347,880	10/18/1977
Bermuda	CANNON & Device		34220	2/14/2003
Bermuda	FIELDCREST		9197	4/12/1982
Bolivia	CANNON		70554C	2/4/1999
Bolivia	CANNON	75465		
Bolivia	CANNON	75466		
Bolivia	CANNON & Device		60237-A	3/17/2002
Bolivia	CHARISMA		70555-C	2/4/1999
Bolivia	FIELDCREST		17600-C	7/24/1994
Bolivia	FIELDCREST CANNON		71841-C	3/22/1999
Bolivia	FIELDCREST CANNON		71842-C	3/22/1999
Bolivia	NEW DIMENSIONS		71680-C	3/17/1999

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Bolivia	NEW DIMENSIONS		71681-C	3/17/1999
Bolivia	ROYAL FAMILY		70556-C	2/4/1999
Bolivia	ROYAL FAMILY		70557-C	2/4/1999
Bolivia	ROYAL VELVET		68486-C	10/29/1998
Bolivia	ROYAL VELVET		70437-C	2/2/1999
Bolivia	ROYAL VELVET		70558-C	2/4/1999
Bolivia	TOUCH OF CLASS		70436-C	2/2/1999
Bolivia	TOUCH OF CLASS		70553-C	2/4/1999
Brazil	CANNON		6287964	4/25/1976
Brazil	CANNON		811322106	7/2/1985
Brazil	CANNON		811359395	1/15/1985
Brazil	CANNON		811359395	1/15/1995
Brazil	CANNON & Device		6287972	4/25/1976
Brazil	CHARISMA	825142865		
Brazil	CHARISMA	825142857		
Brazil	FIELDCREST		4507223	6/13/1972
Brazil	ROYAL VELVET	818754257		
Brazil	ST. MARYS		6586520	8/10/1997
Brunei	ST. MARYS CASS COLLECTION		23,248	12/28/1996
Canada	ADJUST-A-FIT		428493	6/10/1994
Canada	ALLERFRESH		498432	8/7/1998
Canada	BABY & TOY RABBIT Design		224,366	11/25/1977
Canada	BEDMATE	1157798		
Canada	BIG DEAL		452199	12/22/1995
Canada	BIG DEAL		462157	8/30/1996
Canada	BIO-TECT		485552	11/17/1997
Canada	BLENDAIRE		147905	11/4/1966
Canada	BODY BUDDY		486992	12/12/1997
Canada	BODY CLOUD		519199	11/8/1999
Canada	BODY WARMER		510219	3/29/1999
Canada	BODYMATE		416372	9/3/1993
Canada	BOX PLUS		486330	11/26/1997
Canada	BUCKINGHAM		457215	5/17/1996
Canada	BUNNY ESMOND		225,620	1/27/1978
Canada	C DESIGN		356642	6/2/1989
Canada	CALDWELL		173073	12/4/1970
Canada	CALDWELL DESIGN		332295	9/25/1987
Canada	CANNON		339783	4/29/1988
Canada	CANNON		340999	5/27/1988
Canada	CANNON		543330	4/3/2001
Canada	CANNON	1231286		
Canada	CANNON & Device		38829	11/4/1930
Canada	CANNON & Device		340085	5/13/1988
Canada	CANNON & Device		343139	7/29/1988
Canada	CANNON & Device		543355	4/3/2001
Canada	CANNON & Device	1231277		
Canada	CANNON BIG & LOFTY		531757	8/24/2000
Canada	CANNON Device		340685	5/20/1988

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Canada	CANNON Device		343138	7/29/1988
Canada	CANNON MONTICELLO		342591	7/8/1988
Canada	CANNON ROYAL FAMILY		341436	6/10/1988
Canada	CARESS		376989	12/14/1990
Canada	CHARISMA		580336	4/30/2003
Canada	CLASSIQUE COLLECTION		354,668	4/21/1989
Canada	CLEOPATRA		393421	1/31/1992
Canada	CLOUDSOFT		350706	2/3/1989
Canada	COMBSPUN (Stylized)		129153	12/21/1962
Canada	COMFALOFT		459,601	6/21/1996
Canada	COMFALOFT PLUS		432158	8/26/1994
Canada	COMFALOFT SLEEP SYSTEM		461,146	8/16/1996
Canada	COMFORTCALE		305739	8/9/1985
Canada	COMFORTCALE		341000	5/27/1988
Canada	COTTON FRESH		343143	7/29/1988
Canada	DOUX NUAGE		350,003	1/13/1989
Canada	DOWN THE MIDDLE		498406	8/6/1998
Canada	DREAMTONES		251803	10/24/1980
Canada	ECSTASY		440024	3/3/1995
Canada	ESMOND		34060	8/17/1923
Canada	EUROPA CLASSICS		311556	2/21/1986
Canada	EXCEL-5		373,737	9/28/1990
Canada	FIELDCREST		28090	7/10/1947
Canada	FIELDCREST (Stylized)		543329	4/3/2001
Canada	FOOTWARMER		403,307	10/2/1992
Canada	FRONTENAC		128,351	10/12/1962
Canada	FUTRON FIBRE	1277483		
Canada	GLOBE		380392	2/22/1991
Canada	GLOBE ROYAL		381652	3/15/1991
Canada	HEALTH WAYS		499608	8/28/1998
Canada	IFC & DESIGN		204,452	1/10/1975
Canada	IMPERIAL & Design		271388	7/30/1982
Canada	IMPERIAL OF TORONTO		204,889	1/24/1975
Canada	INDULGENCE		545437	5/22/2001
Canada	LA FRAICHEUR DU COTON	1227486		
Canada	MAGICWEAVE		225,158	12/30/1977
Canada	MONTICELLO		341285	6/3/1988
Canada	MONTICELLO	1227636		
Canada	NATURAL SLEEP SYSTEM		434749	10/21/1994
Canada	NESTLE DOWN		491999	3/26/1998
Canada	NETTLE CREEK		118,917	7/22/1960
Canada	NOBILITY		263275	10/16/1981
Canada	OUTER DOWN		498433	8/7/1998
Canada	PICK-A-PAIR		377,625	12/21/1990
Canada	PILLOWS BUY THE PAIR		451089	12/1/1995
Canada	PILLOWTEX		380429	2/22/1991
Canada	PILLOWTEX. ALL THE COMFORTS OF		439916	2/24/1995
Canada	REGAL CROWN		499617	8/28/1998

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Canada	REGENCY BY GLOBE		397964	5/8/1992
Canada	REVEILLEZ VOTRE SALLE DE BAIN		387699	8/16/1991
Canada	ROYAL CLASSIC		311557	2/21/1986
Canada	ROYAL EGYPTIAN		387743	8/16/1991
Canada	ROYAL ELEGANCE		308250	11/15/1985
Canada	ROYAL FAMILY		341885	6/23/1988
Canada	ROYAL FAMILY 10		233026	5/11/1979
Canada	ROYAL TOUCH		308249	11/15/1985
Canada	ROYAL TOUCH		342692	7/15/1988
Canada	ROYAL VELVET		253765	12/12/1980
Canada	SANTA CRUZ		372810	8/31/1990
Canada	SOFTIE		383934	5/3/1991
Canada	SOFTIQUE COTTON		511581	5/5/1999
Canada	ST. MARY'S Logo		203,502	11/29/1974
Canada	STERLING CHOICE		340936	5/27/1988
Canada	SUN & WAVES DESIGN		362737	11/10/1989
Canada	SUN MOUNTAIN		487588	1/2/1998
Canada	SUPER SIGNET F.R.	1227481		
Canada	SUPREME PUFF		471258	2/19/1997
Canada	THE ALEXANDRIAN		387756	8/16/1991
Canada	THE BIG ONE		466677	11/29/1996
Canada	THE BIG ONE & Design		447,289	9/8/1995
Canada	THE CANNON DRY SYSTEM	1,159,579		
Canada	THE CANNON FIT	1,158,822		
Canada	THE COLORCASE		432217	8/26/1994
Canada	THE EARTH CONNECTION		428,846	6/17/1994
Canada	THE MONSTER PILLOW		453869	2/9/1996
Canada	THE SLEEPING GIANT		489313	2/4/1998
Canada	TORFEACO		485538	11/17/1997
Canada	VELVET TOUCH		508755	3/3/1999
Canada	WAKE UP YOUR BATHROOM		386727	7/19/1991
Canada	WARM WRAP		256364	2/27/1981
Chile	CANNON		309,467	6/6/1996
Chile	CANNON Device		575,800	4/30/1980
Chile	CANNON MONTICELLO		663741	9/2/1982
Chile	CHARISMA		494,981	10/17/1997
Chile	CHARISMA		529,355	12/7/1998
Chile	FIELDCREST		471,457	11/11/1996
Chile	FIELDCREST		476,821	1/15/1997
Chile	FIELDCREST CANNON		494,071	10/3/1997
Chile	MONTICELLO (label)		575,802	9/1/2000
Chile	ROYAL FAMILY		575,801	4/1/1980
Chile	ROYAL FAMILY BY CANNON		663740	9/2/1982
Chile	ST. MARYS		567,939	11/6/1979
China P.R.	CANNON & Device		145925	4/15/1981
China P.R.	CANNON & Device		145926	4/15/1981

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
China P.R.	CANNON (In Chinese Characters)		145923	4/15/1981
China P.R.	CANNON (In Chinese Characters)		145924	4/15/1981
China P.R.	CHARISMA		3403869	6/14/2004
China P.R.	CHARISMA		3403870	9/7/2004
China P.R.	FIELDCREST		1132293	12/7/1997
China P.R.	FIELDCREST CANNON		1132292	12/7/1997
China P.R.	ROYAL CLASSIC		1708798	2/7/2002
China P.R.	ROYAL VELVET		1022623	6/6/2000
China P.R.	ST. MARYS (LOGO)		1708799	7/2/2002
China P.R.	ST. MARYS CASS COLLECTION		1142807	1/14/1998
Colombia	FIELDCREST		57684	11/9/1964
Colombia	ROYAL VELVET		196458	11/14/1996
Colombia	ST. MARYS		90629	9/28/1977
Community Trademark	CANNON & Device		1335108	5/21/2001
Community Trademark	CHARISMA		1334937	2/1/2001
Community Trademark	FIELDCREST		1334986	1/16/2001
Community Trademark	ROYAL FAMILY		1914738	10/1/2001
Community Trademark	ROYAL VELVET		1334978	1/16/2001
Costa Rica	CANNON & DEVICE		139722	8/7/2003
Costa Rica	FIELDCREST		34,317	10/28/1966
Cuba	CANNON & Device		111867	6/29/1981
Cuba	CANNON & Device		111867-A	6/29/1981
Cyprus	CANNON & Device		18538	2/1/1978
Cyprus	FIELDCREST		19158	10/5/1978
Cyprus	FIELDCREST		19160	10/5/1978
Cyprus	ST. MARYS		19159	10/5/1978
Cyprus	ST. MARYS		19161	10/5/1978
Czech Republic	FIELDCREST		155628	10/24/1963
Czech Republic	ROYAL VELVET		196,462	1/3/1997
Czech Republic	ST. MARY'S (Logo)		163,041	4/28/1976
Democratic Rep of Congo	CANNON & Device		1684/89	1/18/1989
Denmark	CANNON & Device		VR 1982 01829	5/21/1982
Denmark	CANNON & Device		VR 1990 05972	9/14/1990
Denmark	FIELDCREST		VR 1965 00378	2/6/1965
Denmark	ROYAL CLASSIC		VR 1985 04073	11/29/1985
Denmark	ROYAL FAMILY		VR 1983 00658	2/25/1983
Denmark	ROYAL VELVET		VR 1980 03139	8/22/1980
Denmark	ST. MARYS (Logo)		1015/1975	3/7/1975
Dominican Republic	CANNON & Device		19764	6/14/1971
Dominican Republic	FIELDCREST		15107	9/8/1966
Ecuador	CANNON & DEVICE		192604	7/15/1970

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Ecuador	FIELDCREST		229-85	1/16/1985
Ecuador	ROYAL VELVET	60,680		
Ecuador	ST. MARYS (LOGO)		16-96	3/6/1981
Egypt	CANNON & DEVICE		52784	2/13/1977
Egypt	FIELDCREST		56,509	11/20/1980
Egypt	FIELDCREST		56,510	8/28/1981
Egypt	ST. MARYS (LOGO)		56,511	12/24/1981
Egypt	ST. MARYS (LOGO)		56,512	3/19/1979
El Salvador	CANNON & Device		229/95	11/10/1982
El Salvador	CANNON & Device		8627/28	3/20/1962
El Salvador	FIELDCREST		246/123	12/15/2000
El Salvador	ROYAL VELVET		189/57	7/1/1997
El Salvador	ST. MARYS		152/111	7/25/2000
Ethiopia	CANNON & ARTILLERY DEVICE		2365	10/13/1978
Ethiopia	CANNON & ARTILLERY Device		2365	10/27/1997
Finland	CANNON & Device		79,577	12/7/1981
Finland	FIELDCREST Device		43914	1/20/1965
Finland	ROYAL VELVET		202512	10/31/1996
Finland	ST. MARYS (LOGO)		69310	5/7/1979
France	CANNON		1,317,140	8/22/1960
France	CANNON & Device		1,317,141	8/22/1960
France	CANNON & Device		1,652,147	4/6/1981
France	FIELDCREST		1,443,631	10/16/1963
France	ROYAL FAMILY		1454090	4/6/1978
France	ROYAL VELVET		1,484,475	4/3/1979
France	ST. MARYS (LOGO)		1,259,819	3/11/1974
Germany	CALDWELL		942241	3/16/1976
Germany	CANNON & Device		965,323	7/18/1975
Germany	FIELDCREST		642,741	12/20/1978
Germany	FIELDCREST		792,378	11/5/1963
Germany	FIELDCREST ROYAL VELVET		1,028,340	1/25/1982
Germany	MONTICELLO		1,033,738	6/30/1981
Germany	ST. MARYS (LOGO)		943687	2/27/1974
Ghana	CANNON & Device		20,664	3/8/1977
Ghana	CANNON & Device		23,207	4/3/1984
Ghana	FIELDCREST		20,241	3/29/1976
Gibraltar	FIELDCREST		4896	8/31/1979
Gibraltar	ST. MARYS (LOGO)		4894	8/24/1979
Great Britain	CROWN WHEAT & ARTILLERY DEVICE		2,105,391	7/18/1996
Great Britain	FIELDCREST CANNON		2,105,392	7/18/1996
Great Britain	PILLOWTEX		1384388	7/4/1996
Greece	CANNON & Device		50,941	7/31/1973
Greece	CANNON & Device	150065		
Greece	FIELDCREST		30,645	10/8/1963
Greece	MONTICELLO		80,468	8/6/1985
Greece	ROYAL VELVET		62,693	9/17/1980

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Greece	ST. MARYS		56,716	5/20/1976
Grenada	CANNON & Device		37/1977	2/11/1977
Guatemala	CANNON & Device		13623	7/26/1962
Guatemala	FIELDCREST		17,627	11/16/1966
Guernsey	FIELDCREST		GB855031	10/8/1978
Guyana	FIELDCREST		6870A	1/31/1968
Honduras	CANNON & Device		20,227	5/31/1973
Honduras	CANNON & Device		44,259	1/22/1985
Honduras	FIELDCREST		13,784	1/17/1967
Honduras	FIELDCREST		47,751	6/1/1987
Honduras	FIELDCREST		47,752	6/1/1987
Honduras	FIELDCREST		47,753	6/1/1987
Hong Kong	CANNON & Device		229/1962	10/28/1961
Hong Kong	FIELDCREST		1059/1964	3/31/1964
Hong Kong	FIELDCREST ROYAL VELVET		1201/1999	1/29/1999
Hong Kong	ST. MARYS		B951/1979	9/15/1978
Hong Kong	ST. MARYS CASS COLLECTION		1812/1998	6/10/1996
Hungary	FIELDCREST		118,594	4/26/1976
Hungary	ROYAL VELVET		147,934	12/11/1997
Hungary	ST. MARYS (LOGO)		118,609	4/26/1976
India	CANNON & Device		335,137	3/31/1978
India	FIELDCREST		256,957	5/23/1969
India	ROYAL VELVET	678,301		
India	ST. MARYS (LOGO)	627,258		
Indonesia	CANNON		255043	11/1/1989
Indonesia	CANNON & DEVICE		252681	8/22/1989
Indonesia	FIELDCREST		391,350	12/18/1997
Indonesia	ST. MARYS (LOGO)		391,351	9/18/1997
Indonesia	ST. MARYS CASS COLLECTION		403,115	11/3/1997
Ireland	CANNON & Device		100,704	2/8/1978
Ireland	CANNON & Device		104,332	5/14/1981
Ireland	CROWN WHEAT & ARTILLERY DEVICE		202,119	7/9/1996
Ireland	FIELDCREST		66,614	9/23/1963
Ireland	FIELDCREST		98,164	8/15/1979
Ireland	FIELDCREST CANNON		202,092	7/9/1996
Ireland	FIELDCREST TOUCH OF CLASS		103,094	2/9/1979
Ireland	NOBILITY		107,885	2/12/1979
Ireland	ROYAL VELVET		B107,884	2/12/1979
Ireland	ST. MARYS		88,731	4/28/1976
Ireland	ST. MARYS		97,775	8/15/1979
Israel	CANNON & Device		37,859	7/11/1973
Israel	CANNON & Device		37,860	7/11/1973
Israel	FIELDCREST (Stylized)		131,718	10/5/2000
Israel	FIELDCREST (Stylized)		131,719	12/6/2000
Israel	ROYAL VELVET		100324	7/10/1997

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Italy	CANNON & Device		440,140	6/18/1981
Italy	CANNON & Device		442,530	10/31/1961
Italy	FIELDCREST		456728	9/30/1963
Italy	ROYAL FAMILY		351886	5/6/1985
Italy	ROYAL VELVET		848,179	5/23/1979
Italy	ST. MARYS (LOGO)		662301	3/27/2004
Italy	TOUCH OF CLASS		373,216	3/7/1979
Jamaica	CANNON & Device		14,793	6/1/1971
Jamaica	FIELDCREST		11,490	8/10/1966
Jamaica	FIELDCREST		11,755	8/10/1966
Japan	CANNON		507,889	11/17/1987
Japan	CANNON		1,774,217	5/30/1985
Japan	CANNON & Device		468,834	8/6/1955
Japan	CANNON & Device		1,699,460	7/25/1984
Japan	CANNON & Device		1,699,461	7/25/1984
Japan	CANNON & DEVICE (In Chinese Ch		24,864	12/6/1930
Japan	CANNON ROYAL FAMILY		3,364,166	12/5/1997
Japan	CHARISMA		4764717	4/16/2004
Japan	FIELDCREST		674,247	4/23/1965
Japan	FINE FINISH CANNON BRAND & CAN		27,824	11/22/1930
Japan	LOVING TOUCH (Katakana)		1,805,681	9/27/1985
Japan	MONTICELLO		1,177,551	1/6/1976
Japan	PILLOWTEX		2721747	5/23/1997
Japan	ROYAL FAMILY & Device (Katakan		1,653,844	1/26/1984
Japan	ROYAL VELVET		2136238	5/30/1989
Japan	ST. MARYS		2,643,892	4/28/1994
Japan	ST. MARYS (LOGO)		1,678,297	4/20/1984
Jersey	FIELDCREST		4500	10/3/1979
Jersey	ST. MARYS		B4501	10/3/1979
Jordan	CANNON		16,470	2/1/1978
Jordan	CANNON & Device		16,469	7/8/1978
Jordan	CANNON & DEVICE		23616	12/2/1985
Jordan	FIELDCREST		18056	4/28/1980
Jordan	MONTICELLO		17,816	1/22/1980
Jordan	MONTICELLO		17,921	1/22/1980
Jordan	ROYAL FAMILY		18347	5/21/1980
Jordan	ST. MARYS		18252	4/28/1980
Kenya	FIELDCREST		15263	5/6/1968
Lebanon	CANNON		76954	6/18/1968
Lebanon	CANNON & Device		46162	8/14/1969
Lebanon	CANNON & Device		80339	8/14/1969
Lebanon	CANNON & Device		88326	9/18/1986
Lebanon	FIELDCREST		74195	9/4/1967
Lebanon	ROYAL FAMILY		68055	2/24/1981
Lebanon	ROYAL VELVET		67270	11/4/1995
Lebanon	ST. MARYS		65402	3/21/1980
Liberia	CANNON & Device		23392/579	3/23/1977

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Liechtenstein	FIELDCREST		5792	5/28/1979
Liechtenstein	ST. MARYS		5791	5/28/1979
Macao	CANNON & Device		10274-M	4/27/1993
Malaysia	CANNON & Device		7805	7/18/1968
Malaysia	CANNON & Device		85/02464	6/10/1985
Malaysia	CANNON & Device		85/02465	6/10/1985
Malaysia	CANNON & Device		M/38695	10/23/1962
Malaysia	CANNON & Device	85/03518		
Malaysia	ROYAL FAMILY BY CANNON	2003-01661		
Malaysia	ROYAL VELVET	95-10467		
Malaysia	ST. MARYS		M/86363	5/12/1980
Malaysia	ST. MARYS CASS COLLECTION	96/10820		
Malta	FIELDCREST		14006	9/6/1979
Malta	FIELDCREST		14007	9/6/1979
Malta	ST. MARYS		14008	9/6/1979
Mexico	CANNON & Device		20795	4/26/1972
Mexico	CANNON & Device		269756	9/30/1981
Mexico	CANNON & Device		271701	3/8/1982
Mexico	CANNON & Device		651755	3/15/1999
Mexico	FIELDCREST		129568	2/25/1966
Mexico	FIELDCREST (Stylized)		611740	5/28/1999
Mexico	MONSTER PILLOW	690563	893009	
Mexico	NOVA		460189	5/12/1994
Mexico	NOVA	676802		
Mexico	PARK ROW		395343	5/21/1991
Mexico	PILLOWTEX	690565	893010	
Mexico	PILLOWTEX	690564		
Mexico	ROYAL FAMILY		271679	5/6/1981
Mexico	ROYAL VELVET		505413	9/26/1995
Mexico	ST. MARY'S AND DESIGN		871259	2/28/2005
Mexico	THE BIG ONE	690562	893008	
Monaco	CANNON		4.24298	11/30/2004
Monaco	CANNON & Device		4.24299	11/30/2004
Monaco	CANNON Device		4.243	11/30/2004
Monaco	FIELDCREST		93.14928	10/6/1978
Morocco	CANNON & Device		62.097	3/1/1977
Morocco	FIELDCREST		58969	3/12/1976
Morocco	ST. MARYS (Logo)		58968	3/12/1976
Netherlands Antilles	FIELDCREST		6133	8/25/1966
New Zealand	CANNON & Device		69558	9/25/1961
New Zealand	CANNON & Device		B145466	1/6/1983
New Zealand	CANNON & Device		B157355	3/7/1985
New Zealand	CANNON ROYAL FAMILY		136873	4/22/1981
New Zealand	FIELDCREST		75461	3/23/1964
New Zealand	LOVING TOUCH and Device		135566	1/6/1981
New Zealand	ROYAL VELVET		156327	2/11/1985
New Zealand	ROYAL VELVET		156328	12/20/1984
Nicaragua	CANNON & Device		16.146	9/21/1984

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Nicaragua	ROYAL VELVET		32802	12/12/1996
Norway	CANNON & Device		91516	8/15/1974
Norway	FIELDCREST		63976	5/21/1964
Norway	ROYAL CLASSIC		125.962	8/7/1986
Norway	ROYAL FAMILY		102.512	7/12/1979
Norway	ROYAL VELVET		106184	10/2/1980
Norway	ST. MARYS (LOGO)		92343	12/12/1974
Pakistan	CANNON		72794	10/28/1980
Pakistan	FIELDCREST		72392	8/28/1980
Panama	CANNON		7878	5/18/1963
Panama	COTTON FRESH		68395	6/21/1995
Panama	FIELDCREST		13268	4/8/1971
Panama	MONTICELLO		27595	12/29/1981
Panama	ROYAL FAMILY		24717	3/28/1980
Panama	ROYAL VELVET		78401	11/21/1995
Panama	ST. MARYS (LOGO)		21255	2/15/1977
Papua New Guinea	CANNON & Device		A3888R	9/16/1975
Paraguay	CANNON		203588	6/4/1998
Paraguay	CANNON		211686	3/15/1999
Paraguay	CANNON		278517	5/19/2005
Paraguay	CANNON & DESIGN	28729		
Paraguay	CANNON & DESIGN	28728		
Paraguay	CHARISMA		201072	3/12/1998
Paraguay	CHARISMA		209032	11/24/1998
Paraguay	FIELDCREST		197,414	9/17/1997
Paraguay	FIELDCREST		244,131	9/10/1964
Paraguay	FIELDCREST CANNON		205935	8/20/1998
Paraguay	FIELDCREST CANNON		209318	12/4/1998
Paraguay	FIELDCREST CANNON		259137	7/14/2003
Paraguay	MONTICELLO		201071	3/12/1998
Paraguay	MONTICELLO		208903	11/18/1998
Paraguay	NEW DIMENSIONS		200563	2/19/1998
Paraguay	NEW DIMENSIONS		203649	6/5/1998
Paraguay	ROYAL FAMILY		190961	11/26/1996
Paraguay	ROYAL VELVET		190767	11/26/1996
Paraguay	ROYAL VELVET		198237	11/19/1997
Paraguay	ST. MARYS		190766	11/26/1996
Paraguay	ST. MARYS (LOGO)		203650	6/5/1998
Paraguay	ST. MARYS (LOGO)		204658	7/13/1998
Paraguay	TOUCH OF CLASS		200561	2/19/1998
Paraguay	TOUCH OF CLASS		200562	2/19/1998
Peru	CANNON		41,373	9/8/1981
Peru	CANNON & Device		41,893	10/5/1981
Peru	CHARISMA		35358	4/30/1997
Peru	CHARISMA		36675	6/17/1997
Peru	COTTON FRESH		23,146	2/2/1996
Peru	FIELDCREST		55951	12/27/1984
Peru	FIELDCREST		62,418	10/20/1986
Peru	FIELDCREST CANNON		36,717	6/18/1997
Peru	MONTICELLO		41,376	9/8/1981

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Peru	NEW DIMENSIONS		35,357	4/30/1997
Peru	NEW DIMENSIONS		36,674	6/17/1997
Peru	ROYAL FAMILY		41,672	9/18/1981
Peru	ROYAL VELVET		20,766	11/3/1995
Peru	ST MARYS & DESIGN	243301		
Peru	TOUCH OF CLASS		35,302	4/29/1997
Peru	TOUCH OF CLASS		36,673	6/17/1997
Philippines	CANNON & Device		R-2002	12/2/1930
Philippines	FIELDCREST	4-2000-0003862		
Philippines	ROYAL VELVET		4-1996-107955	11/20/2000
Philippines	ST. MARY'S	4-2005-000063		
Philippines	ST. MARYS CASS COLLECTION		4-1997-113670	3/1/2001
Poland	FIELDCREST		44,094	10/11/1963
Poland	ROYAL VELVET		103,160	6/8/1998
Poland	ST. MARYS		54,865	5/19/1976
Portugal	CANNON & Device		194,606	2/27/1985
Portugal	CANNON & Device		194,607	2/27/1985
Portugal	FIELDCREST		121,511	8/6/1964
Portugal	FIELDCREST		121,512	8/6/1964
Portugal	FIELDCREST		121,513	8/6/1964
Portugal	ROYAL VELVET		202,187	9/4/1986
Qatar	CANNON & Device		5857	3/16/1987
Russian Federation	FIELDCREST		65,593	11/22/1980
Russian Federation	ROYAL VELVET		149,210	1/15/1997
Russian Federation	ST. MARYS		65,594	1/28/1980
Russian Federation	ST. MARYS		65,594	1/28/1980
Sarawak	FIELDCREST		21,369	5/16/1980
Sarawak	ST. MARY'S Logo		21,370	5/16/1980
Saudi Arabia	CANNON & Device		101/38	1/21/1980
Saudi Arabia	CANNON & Device		580/94	7/8/2001
Saudi Arabia	COTTON FRESH		348/80	8/26/1995
Saudi Arabia	FIELDCREST		231/24	1/23/1991
Saudi Arabia	ROYAL VELVET		387/28	10/23/1996
Serbia-Montenegro	CANNON		41,260	5/28/1998
Serbia-Montenegro	CANNON & Device		41,258	5/28/1998
Serbia-Montenegro	FIELDCREST		16099	12/24/1963
Singapore	CANNON & Device		T68/44805B	9/30/1968
Singapore	CANNON & Device		T68/44806J	9/30/1968
Singapore	CANNON & Device		T85/02450H	6/4/1985
Singapore	FIELDCREST		T67/45667	10/6/1967
Singapore	FIELDCREST ROYAL VELVET		8511/95	9/6/1995
Singapore	ST. MARYS (LOGO)		T74/61211Z	6/19/1974
Singapore	ST. MARYS CASS COLLECTION		9283/96	8/30/1996
Slovak Republic	FIELDCREST		155,628	10/24/1963
Slovak Republic	ROYAL VELVET		186,348	7/20/1999

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Slovak Republic	ST. MARYS (LOGO)		163,041	4/28/1976
Slovenia	CANNON		Z9471246	8/31/1998
Slovenia	CANNON & Device		Z9471245	8/31/1998
Slovenia	FIELDCREST		Z9471244	12/13/1995
South Africa	CANNON		81/7199	9/28/1981
South Africa	CANNON & Device		64/2793	8/10/1964
South Africa	FIELDCREST		76/0839	2/17/1976
South Africa	ROYAL FAMILY		77/4711	10/25/1977
South Africa	ROYAL FAMILY		77/4712	10/25/1977
South Africa	ROYAL VELVET		82/0496	1/25/1982
South Africa	ROYAL VELVET		82/0497	1/25/1982
South Africa	ST. MARYS		76/0840	2/17/1976
South Korea	CANNON & Device		146241	10/14/1987
South Korea	FIELDCREST		262008	5/4/1993
Spain	CANNON		598,798	10/6/1969
Spain	CANNON		598,799	10/6/1969
Spain	CANNON & Device		277478	4/7/1994
Spain	CANNON & Device		1,005,277	11/5/1983
Spain	FIELDCREST		431496/4	7/30/1965
Spain	ROYAL VELVET		898591	11/20/1979
Spain	ST. MARY'S		744941	1/18/1977
Surinam	FIELDCREST		5654	8/26/1967
Sweden	CANNON & Device		150,731	3/14/1975
Sweden	FIELDCREST		109063	3/6/1964
Sweden	ROYAL CLASSIC		196,744	6/20/1985
Sweden	ROYAL CLASSIC		198,976	12/6/1985
Sweden	ROYAL FAMILY		164,649	9/1/1978
Sweden	ROYAL VELVET		169,161	9/7/1979
Sweden	ST. MARYS (LOGO)		148014	7/19/1974
Switzerland	FIELDCREST		328,693	10/9/1963
Switzerland	FIELDCREST ROYAL VELVET		303,062	2/18/1980
Switzerland	ST. MARYS (LOGO)		274,436	2/25/1974
Switzerland	TOUCH OF CLASS		299,251	6/6/1979
Taiwan	CANNON & Device		68789	4/1/1974
Taiwan	CANNON & DEVICE		89861	6/1/1977
Taiwan	ROYAL FAMILY		75130	6/23/1978
Taiwan	ROYAL VELVET		802,191	6/1/1998
Taiwan	ST. MARYS CASS COLLECTION		804,941	7/1/1998
Thailand	CANNON & DEVICE		55506	4/12/1988
Thailand	CANNON (In Rectangle)		33622	8/25/1975
Thailand	CANNON (In Rectangle)		47420	8/18/1995
Thailand	FIELDCREST		63070	9/15/1967
Thailand	ROYAL FAMILY		95958	7/2/1979
Thailand	ST. MARYS (LOGO)		47834	1/5/1978
Trinidad & Tobago	CANNON & Device		5902	8/28/1972
Trinidad & Tobago	CANNON & Device		5903	8/28/1972
Trinidad & Tobago	CANNON & Device		14,379	7/8/1986
Trinidad & Tobago	FIELDCREST		3762	2/19/1968

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
Trinidad & Tobago	FIELDCREST		3763	2/19/1968
Trinidad & Tobago	FIELDCREST		3764	2/19/1968
Trinidad & Tobago	FIELDCREST		3765	2/19/1968
Trinidad & Tobago	ROYAL FAMILY		10388	12/2/1977
Trinidad & Tobago	ST. MARYS		9,425	12/27/1978
Tunisia	CANNON & Device		EE 92.0441	5/7/1992
Turkey	CANNON & Device		102,025	3/16/1977
Turkey	FIELDCREST		116,578	2/25/1980
Turkey	ROYAL VELVET		166,995	12/12/1995
Turkey	ST. MARYS		116,487	2/25/1980
Turkish Cyprus	CANNON & Device		218	6/12/1978
United Arab Emirates	CANNON ROYAL FAMILY	44,038		
United Arab Emirates	CANNON ROYAL FAMILY	44,037		
United Arab Emirates	COTTON FRESH		15247	5/13/1998
United Arab Emirates	FIELDCREST		34548	8/28/2001
United Kingdom	CANNON & Device		805694	5/11/1960
United Kingdom	CANNON & Device		805695	5/11/1960
United Kingdom	FIELDCREST		855031	10/8/1963
United Kingdom	FIELDCREST ROYAL VELVET		1154483	5/21/1981
United Kingdom	FIELDCREST TOUCH OF CLASS		1109145	2/7/1979
United Kingdom	NOBILITY		1109305	2/9/1979
United Kingdom	ST. MARYS LOGO		778319	6/3/1958
United Kingdom	ST. MARYS LOGO		779066	6/23/1958
United Kingdom	ST. MARYS LOGO		1025745	2/27/1974
United States	A TOUCH OF VELVET		1,970,303	4/23/1996
United States	ADJUST-A-FIT	78/430,070		
United States	ALL SEASONS		2,073,041	6/24/1997
United States	ALLURANCE		2,437,618	3/20/2001
United States	BACK SLEEPER		1,420,085	12/9/1986
United States	BE MY GUEST	78/544,458		
United States	BEAUTE		860,615	11/19/1968
United States	BEDMATE (Stylized)		1,383,425	2/18/1986
United States	BEDS, ETC.		2,826,153	3/23/2004
United States	BEYOND BIG		2,744,470	7/29/2003
United States	BEYOND BIG		2,772,396	10/7/2003
United States	BIG STUFF		2,011,194	10/22/1996
United States	BODY BALANCE	78/387,102		
United States	BODY CUDDLER		2,072,637	6/17/1997
United States	BRITE WHITE		1,421,980	12/23/1986
United States	CALDWELL		2,033,308	1/28/1997
United States	CANNON		729,513	4/3/1962
United States	CANNON		1,127,537	12/11/1979
United States	CANNON		1,556,899	9/19/1989
United States	CANNON		2,440,006	4/3/2001
United States	CANNON	78/446,680		
United States	CANNON & Device		147,948	11/8/1930
United States	CANNON & Device		729,514	4/3/1962
United States	CANNON & Device		1,126,849	11/20/1979

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	CANNON & Device		2,405,532	11/21/2000
United States	CANNON & Device		2,410,029	12/5/2000
United States	CANNON AND DEVICE	78/489,197		
United States	CANNON CLASSIC CASUALS		2,514,043	12/4/2001
United States	Cannon Design		782,507	12/29/1964
United States	Cannon Design		1,127,538	12/11/1979
United States	Cannon Design		1,559,064	10/3/1989
United States	CANNON DEVICE	78/492,944		
United States	CANNON ROYAL FAMILY	78/447,353		
United States	CANNON TRADE MARK U.S.A. 1887	76/501,474		
United States	CANNON-THE AMERICAN BRAND LOGO	78/492,958		
United States	CAT'S MEOW - THE PURR-FECT PIL	78/544,463		
United States	CELEBRITY	78/430,104		
United States	CHAMOIS SOFT	78/387,107		
United States	CHARISMA		1,124,948	9/11/1979
United States	CHARISMA		1,127,563	12/11/1979
United States	CHARISMA		1,562,233	10/24/1989
United States	CHARISMA		2,474,046	7/31/2001
United States	CHARISMA		2,625,436	9/24/2002
United States	CHARISMA SELECT		2,832,341	4/13/2004
United States	CLASSIC CHOICE		1,881,464	2/28/1995
United States	CLASSIC CHROMATICS		1,099,599	8/15/1978
United States	CLASSIC SUPREME		1,524,564	2/14/1989
United States	COLOR CROWN DESIGN	78/435,887		
United States	COLORCASE WOVENS		1,889,307	4/11/1995
United States	COMFOREL		VAu 316-066	10/13/1994
United States	COMFORT FOAM		2,716,395	5/13/2003
United States	COMFORT LEVEL	78/405,491		
United States	COMFORT QUEST		2,244,525	5/11/1999
United States	COMFORT SPUN		1,123,742	8/7/1979
United States	COMFORTCALE		1,093,823	6/20/1978
United States	COTTON FRESH		1,367,717	10/29/1985
United States	COTTON MATE	78/387,116		
United States	COTTON TOUCH		2,552,616	3/26/2002
United States	COTTON TOUCH		2,722,292	6/3/2003
United States	CREST OF DOWN		2,204,346	11/17/1998
United States	CROWN Design	78/402,337		
United States	CROWN JEWEL		1,016,926	7/29/1975
United States	Crown Wheat & Artillery Design		1,923,727	10/3/1995
United States	Crown Wheat & Artillery Design		2,391,290	10/3/2000
United States	DACRON II		VAu 316-067	10/13/1994
United States	DREAM SPINNER		1,434,765	3/31/1987
United States	DREAM WARMER		1,406,617	8/26/1986
United States	DRY FAST SYSTEM		2,354,518	6/6/2000

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	DURACALE		366,894	5/2/1939
United States	DURALITE		876,628	9/9/1969
United States	ELEGANCE BY ROYAL VELVET	76/473,058		
United States	EMPRESS		1,210,555	9/28/1982
United States	FAMILY PACK		1,762,923	4/6/1993
United States	FASHION WEAVERS		721,079	9/5/1961
United States	FASHIONS OF THE WORLD		746,712	3/12/1963
United States	FIELDCREST		436,239	1/27/1948
United States	FIELDCREST		500,882	7/6/1948
United States	FIELDCREST		833,741	8/15/1967
United States	FIELDCREST		1,994,149	8/13/1996
United States	FIELDCREST		2,332,392	3/21/2000
United States	FIELDCREST		2,332,408	3/21/2000
United States	FIELDCREST	78/471,408		
United States	FIELDCREST CANNON		1,904,488	7/11/1995
United States	FIELDCREST CANNON STADIUM		2,235,293	3/23/1999
United States	FIELDCREST FASHION FOR BED AND		643,323	3/26/1957
United States	FIELDCREST OPULENCE	78/384,422		
United States	FIELDCREST Stylized		434,737	12/2/1947
United States	FLAT FREE		2,378,039	8/15/2000
United States	FLAT FREE		2,669,594	12/31/2002
United States	FUN STUFF		2,398,449	10/24/2000
United States	GLOBE		1,100,211	8/22/1978
United States	GOLD LABEL		738,716	10/2/1962
United States	GRAND MANOR	76/445,638		
United States	GREAT SHAPES		1,787,512	8/10/1993
United States	HEALTHWATCH	78/387,121		
United States	HEIRLOOM		VAu 117-188	8/24/1987
United States	HOME FORUM		1,470,686	12/29/1987
United States	HOMEWARD BOUND		1,415,918	11/4/1986
United States	HOUSEWARMERS		1,762,922	4/6/1993
United States	IMPERIAL COLLECTION		754,269	8/6/1963
United States	IMPERIAL ROSE	78/387,112		
United States	JUST FEEL THE DIFFERENCE		2,270,595	8/17/1999
United States	JUST FOR ME		1,973,312	5/7/1996
United States	LITE N LOFTY		1,415,919	11/4/1986
United States	LIVE A COLORFUL LIFE	78/402,476		
United States	LOOM WOVEN & Design		2,292,321	11/16/1999
United States	LUSTRE		2,259,455	7/6/1999
United States	MISTIQUE		826,960	4/4/1967
United States	MONTEREY	78/430,079		
United States	MONTICELLO		411,659	1/30/1945
United States	MONTICELLO		802,325	1/18/1966
United States	MONTICELLO		867,967	4/8/1969
United States	MOODS OF TODAY		1,057,685	2/1/1977
United States	MOODS OF TOMORROW		1,057,683	2/1/1977

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	NATURAL CHOICE		1,452,155	8/11/1987
United States	NESTLE DOWN		1,984,662	7/2/1996
United States	NETTLE CREEK GRAND SATEEN		VAu 274-361	9/20/1994
United States	NIGHT MOODS		1,057,684	2/1/1977
United States	NIGHT WARMER		1,403,892	8/5/1986
United States	NOVA		1,898,128	6/6/1995
United States	NOVA		VAu 316-068	10/13/1994
United States	OPULENCE BY FIELDCREST	76/529,017		
United States	PADABOUT & Design		1,101,534	9/5/1978
United States	PARK ROW		1,082,617	1/17/1978
United States	PERFECT BLEND		2,654,720	11/26/2002
United States	PERMA LOFT		1,472,319	1/12/1988
United States	PERMA-SOFT		1,119,305	5/29/1979
United States	PILLOWTEX		1,448,579	7/21/1987
United States	PILLOWTEX		1,460,079	10/6/1987
United States	PLEASANT DREAMS		1,998,830	9/3/1996
United States	PUFF BALL		2,048,265	3/25/1997
United States	PURPOSEFUL PILLOWS		2,473,708	7/31/2001
United States	RESORT & SPA BY FIELDCREST	78/385,931		
United States	ROYAL CLASSIC		1,204,590	8/10/1982
United States	ROYAL DIMENSION	78/527,349		
United States	ROYAL FAMILY		1,120,559	6/19/1979
United States	ROYAL FAMILY		1,194,734	5/4/1982
United States	ROYAL FAMILY		1,522,696	1/31/1989
United States	ROYAL FAMILY	78/447,354		
United States	ROYAL TOUCH		1,245,338	7/12/1983
United States	ROYAL TOUCH		1,346,286	7/2/1985
United States	ROYAL TOUCH	78/504,956		
United States	ROYAL VELVET		626,627	5/8/1956
United States	ROYAL VELVET		2,325,800	3/7/2000
United States	ROYAL VELVET		2,395,380	10/17/2000
United States	ROYAL VELVET		2,435,979	3/13/2001
United States	ROYAL VELVET and Crown Design	78/402,354		
United States	ROYAL VELVET BIG & SOFT		2,202,694	11/10/1998
United States	ROYAL VELVET BIG & SOFT		2,318,592	2/15/2000
United States	ROYAL VELVET BIG & SOFT		2,416,233	12/26/2000
United States	SANTA CRUZ		1,582,620	2/13/1990
United States	SIDE SLEEPER		1,414,266	10/21/1986
United States	SLEEPWELL		1,176,281	11/3/1981
United States	SLUMBER SHAPES		1,533,134	4/4/1989
United States	SOFA-FIT		1,350,710	7/23/1985
United States	SOFT N' LOFTY		1,405,847	8/19/1986
United States	SOSOFT 250		2,269,810	8/10/1999

Official-Pillowtex LLC Current Trademark Registrations and Applications

Country	Mark Name	Current Appl. No	Current Reg No	Current Reg Date
United States	ST. MARYS		747,914	4/9/1963
United States	ST. MARYS		748,703	4/30/1963
United States	ST. MARYS		995,056	10/8/1974
United States	STERLING CHOICE	78/524,527		
United States	SUMERSON (Stylized)		0,812,265	8/2/1966
United States	SUPER BIG		2,545,292	3/5/2002
United States	SUPREME TOUCH		1,542,593	6/6/1989
United States	SUPREME TOUCH		1,586,835	3/13/1990
United States	SURESOFT		2,272,823	8/24/1999
United States	SYMPHONY		2,191,180	9/22/1998
United States	TENDER YEARS		2,194,147	10/6/1998
United States	TENDER YEARS	78/405,485		
United States	THE BIG ONE	78/544,460		
United States	THE CANNON DRY SYSTEM	76/462,039		
United States	THE CANNON FIT	76/462,043		
United States	THE GREAT BIG ONE		2,757,166	8/26/2003
United States	THE NATURAL COLLECTION		1,882,722	3/7/1995
United States	TOUCH OF CLASS		2,288,729	10/26/1999
United States	TOUCH OF CLASS		2,315,677	2/8/2000
United States	ULTRA VELVET		1,931,681	10/31/1995
United States	VELOURS ROYALE		1,405,888	8/19/1986
United States	VELOURS ROYALE		1,407,724	9/2/1986
United States	VELTRA		1,598,672	5/29/1990
United States	VELVET TOUCH	78/501,394		
United States	VELVET TOUCH	78/504,429		
United States	WIDE SIDE		2,754,045	8/19/2003
United States			2,897,666	10/26/2004
Uruguay	CANNON		285,303	7/2/1997
Uruguay	CANNON & Device		254,780	7/28/1972
Uruguay	CANNON & Device		341,915	7/28/1972
Uruguay	CANNON Multi		288,116	2/3/1966
Uruguay	FIELDCREST		280292	2/19/1965
Uruguay	FIELDCREST		285,304	7/2/1997
Uruguay	FIELDCREST CANNON		285,305	7/2/1997
Uruguay	MONTICELLO		310,697	1/19/1979
Uruguay	ROYAL VELVET		280,627	4/20/1999
Uruguay	ST. MARYS		271.31	9/19/1995
Venezuela	CANNON COTTON FRESH		129848-F	9/17/1987
Venezuela	FIELDCREST		59,511	8/4/1970
Venezuela	FIELDCREST ROYAL VELVET		P-193,869	1/3/1997
Venezuela	MONTICELLO	14745/85		
Venezuela	ROYAL FAMILY		94,128-F	4/23/1980