

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Solutia, Inc.		07/26/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Glen Raven, Inc.		
<b>Street Address:</b>	1831 North Park Avenue		
<b>City:</b>	Glen Raven		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27217-1100		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78293990	SEF	
<b>Serial Number:</b>	78256930	SEF	
<b>Registration Number:</b>	2903576	SEF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)719-7049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-719-7000		
<b>Email:</b>	ckelly@wrf.com		
<b>Correspondent Name:</b>	Christopher Kelly		
<b>Address Line 1:</b>	1776 K Street, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	795450001		
<b>NAME OF SUBMITTER:</b>	Christopher Kelly		
<b>Signature:</b>	/ck/		

CH \$90.00 78293990

Date:

04/27/2006

Total Attachments: 4

source=DOC057#page1.tif

source=DOC057#page2.tif

source=DOC057#page3.tif

source=DOC057#page4.tif

**ASSIGNMENT AND ASSUMPTION OF  
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is dated effective as of July 26, 2005, *nunc pro tunc*, by and between Solutia Inc., a Delaware corporation (the "Assignor"), and Glen Raven, Inc., a North Carolina corporation (the "Assignee").

**WITNESSETH:**

WHEREAS, the Assignor and the Assignee have executed and delivered an Asset Purchase Agreement dated as of July 26, 2005 (the "Purchase Agreement") pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, certain of the assets of the Assignor relating to the "Business" (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's right, title and interest in and to all the Marks be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its right, title and interest in and to the Marks (including, but not limited to, the trademark applications and registrations listed on Exhibit "A" hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms, at the Assignee's request, to secure the rights assigned hereby and to obtain and/or transfer the trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between Assignor and Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities,

indemnities or other agreements as between Assignor and Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

2.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New York.

2.4 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed, effective as of the date set forth above, by their duly authorized representatives.

SOLUTIA INC.

By:   
Print Name: John P. Forst  
Title: Chief Intellectual Property Counsel

GLEN RAVEN, INC.

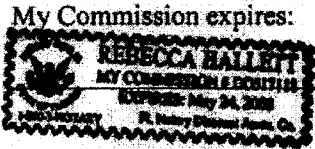
By: \_\_\_\_\_  
Print Name: Carl E. Wallace, Jr.  
Title: Vice President, Secretary and General Counsel

ACKNOWLEDGMENTS

STATE OF Florida )  
 ) SS:  
COUNTY OF Escambia )

Before me a Notary Public in and for said County and State personally appeared John P. Foryt as the Chief Intellectual Property Counsel of Solutia Inc., a Delaware corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 26<sup>th</sup> day of October, 2005.



Signed: Rebecca Hallett  
Printed: REBECCA HALLETT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me a Notary Public in and for said County and State personally appeared Carl E. Wallace, Jr., as the Vice President, Secretary and General Counsel of Glen Raven, Inc., a North Carolina corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this \_\_\_\_ day of October, 2005.

My Commission expires:  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_

EXHIBIT A

Mark	Jurisdiction	Serial No. (Filing Date)	Registration No. (Registration Date)	Status
SEF	Canada	0874962 (Apr. 7, 1998)	TMA524806 (Mar. 14, 2000)	Registered
SEF	Italy	456,391 RM (Dec. 23, 1991)	615,535 (Mar. 2, 1994)	Registered
SEF	Switzerland	7382/19911 (Nov. 1, 1971)	395,585 (Dec. 22, 1971)	Registered
SEF	United States	76/090,477 (July 17, 2000)	2,903,576 (Nov. 16, 2004)	Registered
SEF	United States	78/293,990 (Aug. 29, 2003)		Pending
SEF	United States	78/256,930 (June 2, 2003)		Pending (Intent to Use)
SEF	United Kingdom	979,520 (Aug. 23, 1971)	979,520	Registered
SEF	United Kingdom	979,196 (Aug. 13, 1971)	979,196	Registered
SEF	United Kingdom	979,521 (Aug. 23, 1971)	979,521	Registered
SEF	United Kingdom	979,519 (Aug. 23, 1971)	979,519	Registered
SEF	United Kingdom	979,197 (Aug. 13, 1971)	979,197	Registered

WRFMAIN 12391009.1