

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Reaffirmation and Modification Agreement Regarding Security Interest Previously Recorded at Reel 2732/Frame 0398 (Revolving Collateral Agent)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADS Properties LLC (Formerly Known As ADS Properties Corp.)		04/06/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent for the Revolving Lenders
Street Address:	201 High Ridge Road
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06927
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2206228	POLAR BABIES
Registration Number:	2214596	
Registration Number:	1101536	M MALDEN
Registration Number:	2043717	POLARFLEECE
Registration Number:	1489404	POLARCAP
Registration Number:	2163244	POLAR CAP COOOL
Registration Number:	1297628	POLARFLEECE
Registration Number:	2018325	POLAR EXTREME
Registration Number:	2039153	POLAR FORCE
Registration Number:	2102281	POLARFUR
Registration Number:	2155413	POLAR ICE
Registration Number:	2368329	POLARKIDS
Registration Number:	1125603	POLAR PAIRS

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Registration Number:	1440011	POLARPLUS
Registration Number:	1461958	POLARPLUSH
Registration Number:	1460960	POLARPRO
Registration Number:	1686482	POLARQUEST
Registration Number:	1101535	MALDEN
Registration Number:	1241219	POLARPILE
Registration Number:	2019688	BIPOLAR TECHNOLOGY
Registration Number:	2063455	MALDEN MILLS POLARFLEECE GENUINE ARTICLE
Registration Number:	1605633	POLARTUFF
Registration Number:	2567829	MALDEN MILLS GENUINE ORIGINAL POLARFLEECE
Registration Number:	1811563	POLARSERIES
Registration Number:	1455383	POLARTWEED
Registration Number:	1256938	POLAR SKI
Registration Number:	2368328	POLAR WEAR
Registration Number:	2486100	POWER STRETCH-RX
Registration Number:	2355135	POLARTEX
Registration Number:	1937228	POWER STRETCH
Registration Number:	1489403	POLARWASH
Registration Number:	2011018	POLARSTRETCH
Registration Number:	1814458	POLARSTAT
Registration Number:	1853680	POLARTEK
Registration Number:	1585741	POLARSYSTEM
Registration Number:	2629230	POWER SHIELD
Registration Number:	1865829	POLARTEC
Registration Number:	1687907	POLARTEC
Registration Number:	1869644	POLARTEC THE CLIMATE CONTROL FABRIC
Registration Number:	2443469	POLARTEC HEAT
Registration Number:	2056033	POLARTEC
Registration Number:	2046104	POLARTEC PRO
Registration Number:	2460383	POLARTEC WIND PRO
Registration Number:	2055241	POLARTEC
Serial Number:	78173637	AIRCORE TECHNOLOGY
Serial Number:	76473837	HARDFACE
Serial Number:	76417997	POLARTEC THERMAL-FR

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	20607-30160
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	05/23/2006

Total Attachments: 13
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REAFFIRMATION AND MODIFICATION AGREEMENT


This Reaffirmation and Modification Agreement ("**Agreement**") is made as of the 6th day of April, 2006 by MALDEN MILLS INDUSTRIES, INC., a Delaware corporation (the "**Borrower**"), AES PROPERTIES LLC (formerly known as AES PROPERTIES CORP.), a Delaware limited liability company, ("**AES LLC**"), ADS PROPERTIES LLC (formerly known as ADS PROPERTIES CORP.), a Delaware limited liability company ("**ADS LLC**"), MALDEN MILLS DISTRIBUTORS CORP., a Delaware corporation ("**Malden Distributors**"), MALDEN MILLS GMBH HOLDING CORP., INC., a Delaware corporation ("**Holdings**") (Borrower, ADS LLC, AES LLC, Malden Distributors and Holdings are referred to collectively as the "**Grantors**"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Revolving Lenders under the Credit Agreement (the "**Revolving Collateral Agent**"). Undefined capitalized terms which are used herein shall have the meanings ascribed to such terms in the Credit Agreement as of October 23, 2003 among the Borrower, General Electric Capital Corporation, as the Term Collateral Agent, the Revolving Collateral Agent, and the Lenders party thereto (as amended, restated, supplemented or otherwise modified, the "**Credit Agreement**").

1. Reaffirmation of Trademark Security Agreement. In connection with the execution and delivery of the Credit Agreement, the Grantors executed and delivered to the Revolving Collateral Agent a Trademark Security Agreement dated as of October 17, 2003, a copy of which is attached hereto as Exhibit A (the "**Trademark Security Agreement**"). Pursuant to the Trademark Security Agreement and to secure the prompt and complete payment, performance and observance of all Revolving Loan Obligations and Related Obligations, each Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Revolving Collateral Agent for its benefit and for the benefit of each of the Revolving Lenders, a continuing first priority Lien in all of its right, title and interest in, to and under the "**Trademark Collateral**" (as defined in the Trademark Security Agreement). Each Grantor hereby (a) ratifies and reaffirms such grant of, and remakes a grant of such, security interest and liens to the Revolving Collateral Agent for its benefit and for the benefit of each of the Revolving Lenders and confirms that such liens and security interests continue to secure the Obligations, (ii) agrees and acknowledges that such ratification and reaffirmation is not a condition to the continued effectiveness of such Trademark Security Agreement and (iii) agrees that neither such ratification and reaffirmation, nor any solicitation of such ratification and reaffirmation, constitutes a course of dealing giving rise to any obligation or condition requiring a similar or any other ratification or reaffirmation from any Grantor with respect to any subsequent modifications to the Trademark Security Agreement. This Reaffirmation and Modification shall constitute a Loan Document for purposes of the Credit Agreement.


2. Modification of Trademark Security Agreement. Each Grantor hereby agrees that (i) all references in the Trademark Security Agreement to "AES Properties Corp., a Delaware corporation" shall hereafter mean and refer to "AES Properties LLC, a Delaware limited liability company" and (ii) all references in the Trademark Security Agreement to "ADS Properties Corp., a Delaware corporation" shall hereafter mean and refer to "ADS Properties LLC, a Delaware limited liability company".

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.


MALDEN MILLS INDUSTRIES, INC., as a Grantor

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY

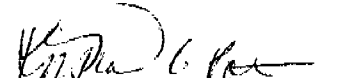
ADS PROPERTIES LLC, as a Grantor
By: MALDEN MILLS INDUSTRIES, INC., its Manager

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY


AES PROPERTIES LLC, as a Grantor
By: MALDEN MILLS INDUSTRIES, INC., its Manager

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY

MALDEN MILLS GMBH HOLDING, INC., as a Grantor

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY

MALDEN MILLS DISTRIBUTORS CORP., as a Grantor

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY

GENERAL ELECTRIC CAPITAL CORPORATION, as Revolving Collateral Agent

By: _____
Duly Authorized Signatory

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

MALDEN MILLS INDUSTRIES, INC., as a Grantor

By: _____
Name: _____
Title: _____

ADS PROPERTIES, LLC, as a Grantor
By: MALDEN MILLS INDUSTRIES, INC., its Manager

By: _____
Name: _____
Title: _____

AES PROPERTIES, LLC, as a Grantor
By: MALDEN MILLS INDUSTRIES, INC., its Manager

By: _____
Name: _____
Title: _____

MALDEN MILLS GMBH HOLDING, INC., as a Grantor

By: _____
Name: _____
Title: _____

MALDEN MILLS DISTRIBUTORS CORP., as a Grantor

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION, as Revolving Collateral Agent

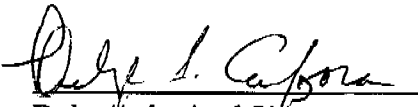
By: 
Duly Authorized Signatory

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2003, among MALDEN MILLS INDUSTRIES, INC., a Delaware corporation ("Borrower"), ADS PROPERTIES CORP., a Delaware corporation ("ADS"), AES PROPERTIES CORP., a Delaware corporation ("AES"), MALDEN MILLS DISTRIBUTORS CORP., a Delaware corporation ("Malden Distributors"), MALDEN MILLS GMBH HOLDING, INC., a Delaware corporation ("Holdings") (Borrower, ADS, AES, Malden Distributors and Holdings being referred to collectively as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as collateral agent for the Revolving Lenders under the Credit Agreement (the "Revolving Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Borrower, General Electric Capital Corporation, as Administrative Agent for the Lenders, the Term Collateral Agent, the Revolving Collateral Agent, and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Revolving Lenders have agreed to make Revolving Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, in order to induce (i) the Administrative Agent, the Revolving Collateral Agent and Revolving Lenders to enter into the Credit Agreement and the other Loan Documents and (ii) the Revolving Lenders to make the Revolving Loans and to incur Letter of Credit Obligations, each Grantor has agreed to grant the Revolving Collateral Agent, for its benefit and the benefit of the Revolving Lenders, a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Revolving Loan Obligations, and any Related Obligations;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Revolving Loan Obligations and Related Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Revolving Collateral Agent, for its benefit and the benefit of the Revolving Lenders, a continuing first priority Lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Revolving Collateral Agent, on behalf of itself and Revolving Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MALDEN MILLS INDUSTRIES, INC.,
as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

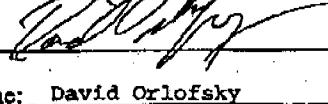
ADS PROPERTIES CORP., as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

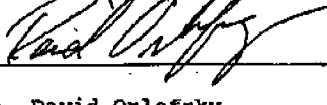
AES PROPERTIES CORP., as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

**MALDEN MILLS DISTRIBUTORS
CORP.,** as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

Signature Page to Trademark Security Agreement (Revolving Collateral Agent)

MALDEN MILLS GMBH HOLDING,
INC., as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Revolving Collateral
Agent

By: _____

Name: _____

Title: _____

Signature Page to Trademark Security Agreement (Revolving Collateral Agent)

**MALDEN MILLS GMBH HOLDING,
INC., as a Grantor**

By: _____

Name: _____

Title: _____

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Revolving Collateral
Agent**

By: Philip F. Garfora

Name: PHILIP F. GARFORA

Title: DULY AUTHORIZED SIGNATORY

Signature Page to Trademark Security Agreement (Revolving Collateral Agent)

MALDEN MILLS INDUSTRIES, INC. REGISTERED MARKS

SCHEDULE I - REGISTERED TRADEMARKS

MALDEN MILLS INDUSTRIES, INC. (U.S. Trademarks)

No.	Country	Trademark	Status	Registration Number No.
1.	UNITED STATES	BUNNY BELLY	Registered	2,409,428
2.	UNITED STATES	SPORTFLEECE	Registered	1,412,401
3.	UNITED STATES	SHERPATEK	Registered	1,573,455
4.	UNITED STATES	AQUA SHELL	Registered	2,443,460
5.	UNITED STATES	BELIEVE IN WHAT YOU WEAR	Registered	2,093,302
6.	UNITED STATES	AIR CORE TECHNOLOGY	Registered	2,352,623
7.	UNITED STATES	BOUNDARY	Registered	2,054,817
8.	UNITED STATES	DYNAMIC CONTROL TECHNOLOGY	Registered	2,354,088
9.	UNITED STATES	ELEMENT CONTROL	Registered	2,095,343
10.	UNITED STATES	FEMINIQUE	Registered	1,439,216
11.	UNITED STATES	FLASHBACK	Registered	2,362,708
12.	UNITED STATES	FLASHBACK TECHNOLOGY	Registered	2,339,061
13.	UNITED STATES	MALDEN MILLS	Registered	1,636,709
14.	UNITED STATES	BODY CLIMATE	Registered	2,033,125
15.	UNITED STATES	POWER TOUCH	Registered	2,375,752
16.	UNITED STATES	POLAR 10	Registered	2,016,064
17.	UNITED STATES	SNUGGLE BUNNY	Registered	1,208,496
18.	UNITED STATES	THERMAL PRO	Registered	2,413,228
19.	UNITED STATES	WINDBLOC	Registered	1,742,322
20.	UNITED STATES	WINDBLOC - ACT	Registered	2,390,060
21.	UNITED STATES	WIND PRO	Registered	2,462,680
22.	UNITED STATES	AIRCORE	Registered	2,680,707
23.	UNITED STATES	POWER DRY	Registered	2,112,494
24.	UNITED STATES	POLAR SPORT	Registered	1,014,728
25.	UNITED STATES	POLAR ZONE	Registered	1,890,580
26.	UNITED STATES	POLAR SPORT	Registered	2,011,177

MALDEN MILLS INDUSTRIES, INC. REGISTERED MARKS

ADS PROPERTIES CORP. (U.S. Trademarks)

No.	Country	Trademark	Status	Registration Number No.
27.	UNITED STATES	POLAR BABIES	Registered	2,206,228
28.	UNITED STATES	LOGO	Registered	2,214,596
29.	UNITED STATES	M MALDEN	Registered	1,101,536
30.	UNITED STATES	POLARFLEECE	Registered	2,043,717
31.	UNITED STATES	POLARCAP	Registered	1,489,404
32.	UNITED STATES	POLAR CAP COOOL	Registered	2,163,244
33.	UNITED STATES	POLARFLEECE	Registered	1,297,628
34.	UNITED STATES	POLAR EXTREME	Registered	2,018,325
35.	UNITED STATES	POLAR FORCE	Registered	2,039,153
36.	UNITED STATES	POLARFUR	Registered	2,102,281
37.	UNITED STATES	POLAR ICE	Registered	2,155,413
38.	UNITED STATES	POLARKIDS	Registered	2,368,329
39.	UNITED STATES	POLAR PAIRS	Registered	1,125,603
40.	UNITED STATES	POLARPLUS	Registered	1,440,011
41.	UNITED STATES	POLARPLUSH	Registered	1,461,958
42.	UNITED STATES	POLARPRO	Registered	1,460,960
43.	UNITED STATES	POLARQUEST	Registered	1,686,482
44.	UNITED STATES	MALDEN	Registered	1,101,535
45.	UNITED STATES	POLARPILE	Registered	1,241,219
46.	UNITED STATES	BIPOLAR TECHNOLOGY	Registered	2,019,688
47.	UNITED STATES	MALDEN MILLS GENUINE ARTICLE	Registered	2,063,455
48.	UNITED STATES	POLARTUFF	Registered	1,605,633
49.	UNITED STATES	MALDEN MILLS GENUINE ORIGINAL	Registered	2,567,829
50.	UNITED STATES	POLARSERIES	Registered	1,811,563
51.	UNITED STATES	POLARTWEED	Registered	1,455,383
52.	UNITED STATES	POLAR SKI	Registered	1,256,938
53.	UNITED STATES	POLAR WEAR	Registered	2,368,328
54.	UNITED STATES	POWER STRETCH RX	Registered	2,486,100

MALDEN MILLS INDUSTRIES, INC. REGISTERED MARKS

No.	Country	Trademark	Status	Registration Number No.
55.	UNITED STATES	POLARTEX	Registered	2,355,135
56.	UNITED STATES	POWER STRETCH	Registered	1,937,228
57.	UNITED STATES	POLARWASH	Registered	1,489,403
58.	UNITED STATES	POLARSTRETCH	Registered	2,011,018
59.	UNITED STATES	POLARSTAT	Registered	1,814,458
60.	UNITED STATES	POLARTEK	Registered	1,853,680
61.	UNITED STATES	POLARSYSTEM	Registered	1,585,741
62.	UNITED STATES	POWER SHIELD	Registered	2,629,230
63.	UNITED STATES	POLARTEC	Registered	1,865,829
64.	UNITED STATES	POLARTEC AND DESIGN	Registered	1,687,907
65.	UNITED STATES	POLARTEC AND DESIGN THE CLIMATE	Registered	1,869,644
66.	UNITED STATES	POLARTEC HEAT	Registered	2,443,469
67.	UNITED STATES	POLARTEC AND DESIGN	Registered	2,056,033
68.	UNITED STATES	POLARTEC PRO	Registered	2,046,104
69.	UNITED STATES	POLARTEC WIND PRO	Registered	2,460,383
70.	UNITED STATES	POLARTEC	Registered	2,055,241

SCHEDULE I - PENDING AND PUBLISHED TRADEMARK APPLICATIONS

MALDEN MILLS INDUSTRIES, INC. (U.S. Trademarks)

No.	Country	Trademark	Status	Application
1.	UNITED STATES	HEAT and Design	Pending	76/278,258
2.	UNITED STATES	POLARTEC HEAT HEAT WARMTH ON DEMAND AND DESIGN	Allowed	76/193,573
3.	UNITED STATES	POLARTEC AIRCORE	Pending	78/173,605
4.	UNITED STATES	AIRCORE	Published	76/112,593
5.	UNITED STATES	POLARTEC HEAT HEAT WARMTH ON DEMAND	Allowed	76/280,653

ADS PROPERTIES CORP. (U.S. Trademarks)

6.	UNITED STATES	AIRCORE TECHNOLOGY	Pending	78/173,637
7.	UNITED STATES	HARDFACE	Pending	76/473,837
8.	UNITED STATES	POLARTEC THERMAL-FR	Pending	76/417,997
9.	UNITED STATES	COMFORT ZONE	Pending	**
10.	UNITED STATES	DESIGN	Pending	**

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