TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIFI, INC.		05/26/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2738677	A.M.Y.
Serial Number:	78672506	AIO
Serial Number:	78666601	AIO
Registration Number:	2737792	AUGUSTA
Registration Number:	2877731	AVADA
Serial Number:	78670154	CATCH MOVE RELEASE
Registration Number:	2897488	CIELO
Registration Number:	2430200	DUO-TWIST
Registration Number:	2716285	ECLYPSE
Registration Number:	2856270	FYBERSERV
Registration Number:	2806981	FYBERSERV
Registration Number:	2936585	FYBERSERV STAY CONNECTED, MOVE AHEAD
Registration Number:	2877729	INHIBIT
Registration Number:	1511013	MACTEX

OP $790.00 2738677

Registration Number:	2877730	MERANO
Registration Number:	2757202	MICROVISTA
Registration Number:	2947770	MYNX
Registration Number:	2667070	MYRIAD
Registration Number:	2595801	NOVVA
Registration Number:	2744440	PROVIDING INNOVATIVE FIBERS AND COMPETITIVE SOLUTIONS
Registration Number:	2877728	REFLEXX
Registration Number:	2691497	REPREVE
Registration Number:	2897506	SATURA
Serial Number:	78686681	SEDORA
Registration Number:	2777116	SORBTEK
Registration Number:	2802860	STAY CONNECTED, MOVE AHEAD
Registration Number:	2716284	SULTRA
Serial Number:	78418955	TENEX
Registration Number:	2877727	TEXTRA
Registration Number:	1872523	UNIFI
Registration Number:	2161151	UNIFI

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053113/0942
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/18/2006

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 26, 2006 is made by UNIFI, INC., a New York corporation, located at 7201 West Friendly Avenue, Greensboro, NC 27410 (the "Issuer"), in favor of U.S. Bank National Association, located at 60 Livingston Avenue, St. Paul, MN 55107, as collateral agent (the "Agent") in connection with the Indenture, dated as of May 26, 2006 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Issuer, the guarantors party thereto and the Agent, as trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture (as amended, modified or supplemented from time to time, the "Indenture"), the Issuer has issued its 11½% Senior Secured Notes due 2014, and may issue from time to time additional notes in connection with the provisions of the Indenture (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, collectively, the "Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Issuer has executed and delivered a Security Agreement, dated as of May 26, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Issuer pledged and granted to the Agent for the benefit of the secured parties thereunder (the "Secured Parties") a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Issuer has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

SECTION 2. Grant of Security Interest. The Issuer hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Issuer's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing provisions of this SECTION 2, for

the purpose of this SECTION 2, Issuer agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default any "intent to use" trademark application only to the extent (i) that the business of the Issuer, or parties thereof, to which that mark pertains is also included in the Collateral, as defined in Section 2 of the Security Agreement, and (ii) that such business is ongoing and existing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Issuer for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Issuer does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 26th day of May, 2006.

UNIFI, INC.
as Issuer

By: _____
Name: Charles F. McCoy
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION
as Agent

By: _____
Name: Richard Prokosch
Title: Vice President

053113-1942-10476-NY01.2574064

ACKNOWLEDGMENT OF ISSUER

STATE OF)
) ss
COUNTY OF)

On the 25 day of May, 2006, before me personally came Charles E. McCoy, who is personally known to me to be the Vice President of UNIFI, INC., a New York corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

HSIAO LAN HSIA
Notary Public, State of New York
No. 41-4748338
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 20 07

Notary Public

(PLACE STAMP AND SEAL ABOVE)

053113-1942-10476-NY01.2574064

ACKNOWLEDGMENT OF AGENT

STATE OF)
) ss
COUNTY OF)

On the 25 day of May, 2006, before me personally came Richard Prokosch, who is personally known to me to be the Vice President of U.S. BANK National Association, a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

GITA TIKU
Notary Public, State of New York
No. 01TI6133463
Qualified in New York County
Commission Expires September 19, 2009

Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
A.M.Y.	2738677
AIO	78/672506
AIO and design	78/666601
AUGUSTA	2737792
AVADA	2877731
CATCH MOVE RELEASE	78/670154
CIELO and design	2897488
DUO-TWIST	2430200
ECLYPSE	2716285
FYBERSERV	2856270
FYBERSERV and design	2806981
FYBERSERV STAY CONNECTED, MOVE AHEAD and design	2936585
INHIBIT	2877729
MACTEX	1511013
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PROVIDING INNOVATIVE FIBERS AND COMPETITIVE SOLUTIONS	2744440
REFLEXX	2877728

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REPREVE	2691497
SATURA and design	2897506
SEDORA	78/686681
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SULTRA	2716284
TENEX	78/418955
TEXTRA	2877727
UNIFI	1872523
UNIFI	2161151

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