

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HSBC Bank USA, National Association (successor in security interest to Ableco Finance LLC)		07/14/2006	National Association:

RECEIVING PARTY DATA

Name:	Dan River, Inc.
Street Address:	2291 Memorial Drive
City:	Danville
State/Country:	VIRGINIA
Postal Code:	24543
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	812258	DAN RIVER
Registration Number:	910143	DAN RIVER
Registration Number:	910163	DAN RIVER
Registration Number:	901599	DR
Registration Number:	2003752	BED-IN-A-BAG
Registration Number:	2113088	BED IN A BAG
Registration Number:	2840660	BED IN A BAG EXTRAS
Registration Number:	2571912	BED-IN-A-BAG DECOR
Registration Number:	2021550	BED IN A BAG
Registration Number:	1964833	SHEET SET COMFORTER BED SKIRT PILLOWSHAM(S) BED IN A BAG EVERYTHING YOU NEED TO DRESS YOUR BED
Registration Number:	2090184	BEDROOM-IN-A-BAG
Serial Number:	76529287	BED-IN-A-BAG

CH \$665.00 812258

Serial Number:	76532696	BEDTIME PALS
Serial Number:	76613497	THE PERFECT SHEET
Registration Number:	2534395	CASUAL KIDS
Registration Number:	2878804	SUPREME DIMENSIONS
Registration Number:	2705120	TEEN CENTRAL
Registration Number:	397444	RIPPLESPUN
Registration Number:	1917299	MY SNUGGLE PILLOW
Registration Number:	1861850	MAGELLAN
Registration Number:	1630114	DANCHECK
Registration Number:	2458496	EVERYTHING YOU NEED TO DECORATE YOUR BEDROOM
Registration Number:	1708267	EVERYTHING YOU NEED TO DRESS YOUR BED
Registration Number:	3081149	BED-IN-A-BAG
Registration Number:	2931444	BEDTIME PALS
Registration Number:	3115408	THE PERFECT SHEET

CORRESPONDENCE DATA

Fax Number: (703)610-6200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-610-6100
Email: boxip@hhlaw.com
Correspondent Name: David L. London
Address Line 1: 8300 Greensboro Drive, Suite 1100
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	25759.01
NAME OF SUBMITTER:	David L. London
Signature:	/david l london/
Date:	07/25/2006

Total Attachments: 8
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE is given as of this 14 day of July, 2006 by HSBC Bank USA, National Association (the "Assignor"), in favor of each of Dan River Inc., a Georgia corporation, The Bibb Company LLC, a Delaware limited liability company, Dan River Factory Stores Inc., a Georgia corporation and Dan River International Inc., a Virginia corporation (collectively, the "Assignees"), as follows:

WHEREAS, Assignees entered into the following: (i) Security Agreement, dated February 11, 2005, as may have been amended, modified or supplemented, made by Dan River Inc., a Georgia corporation, The Bibb Company LLC, a Delaware limited liability company, Dan River International Ltd, a Virginia corporation and Dan River Factory Stores, Inc., a Georgia corporation, originally in favor of and for the benefit of Ableco Finance LLC, and as amended, in favor of and for the benefit of HSBC Bank USA, National Association and (ii) Security Agreement, dated February 11, 2005, as may have been amended, modified or supplemented, made by Dan River Inc., a Georgia corporation, The Bibb Company LLC, a Delaware limited liability company, Dan River International Ltd, a Virginia corporation and Dan River Factory Stores, Inc., a Georgia corporation in favor of and for the benefit of HSBC Bank USA, National Association (collectively (i) and (ii), the "Security Agreements") with the Assignor;

WHEREAS, pursuant to the Security Agreements, Assignees granted to Assignor a security interest in and continuing lien upon any and all right, title, and interest of Assignee in and to the trademark registrations set forth on Schedule A attached hereto (the "Trademarks"), among other collateral;

WHEREAS, Assignees have satisfied their obligations under the Security Agreements and Assignor desires to release its security interest in and continuing lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases its security interest in and lien on the Trademarks and reassigns any and all interest that it may have in the Trademarks to Assignees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE to be duly executed by a duly authorized officer as of the date above first written.


ASSIGNOR
HSBC Bank USA, National Association
AS COLLATERAL AGENT

By: 
Name: ANDRES E. SERRANO
Title: VICE PRESIDENT

STATE OF) New York
) SS.
COUNTY OF) New York

I, a notary public, in and for the county and state aforesaid, do hereby certify that Andres Serrano personally known to me to be the V.P. of HSBC Bank USA, National Association appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 14 day of July, 2006.


Notary Public
ECLIFF C. JACKMAN
No. 01JA8112150
Notary Public, State of New York
Qualified in New York County
My Commission Expires 06/28/08

My commission expires: _____

Schedule A to Release

Trademarks and Trademark Applications Owned by Dan River, Inc.

Registered Owner	US Trademark	Registration Number
Dan River Inc.	DAN RIVER	812258
Dan River Inc.	DAN RIVER	910143
Dan River Inc.	DAN RIVER	910163
Dan River Inc.	CORPORATE LOGO DR (Stylized)	901599
Dan River Inc.	BED-IN-A-BAG	2003752
Dan River Inc.	BED-IN-A-BAG	2113088
Dan River Inc.	BED-IN-A-BAG EXTRAS	2840660
Dan River Inc.	BED-IN-A-BAG DECOR	2571912
Dan River Inc.	BED-IN-A-BAG DESIGN	2021550
Dan River Inc.	BED-IN-A-BAG LOGO	1964833
Dan River Inc.	BEDROOM-IN-A-BAG	2090184
Dan River Inc.	BED-IN-A-BAG	76/529287 (App.)
Dan River Inc.	BEDTIME PALS	76/532696 (App.)
Dan River Inc.	THE PERFECT SHEET	76/613497 (App.)
Dan River Inc.	CASUAL KIDS	2534395
Dan River Inc.	SUPREME DIMENSIONS	2878804
Dan River Inc.	TEEN CENTRAL	2705120
Dan River Inc.	RIPPLESPUN	397444
Dan River Inc.	MY SNUGGLE PILLOW	1917299
Dan River Inc.	MAGELLAN	1861850
Dan River Inc.	DANCHECK	1630114
Dan River Inc.	EVERYTHING YOU NEED TO DECORATE YOUR BED	2458496
Dan River Inc.	EVERYTHING YOU NEED TO DRESS YOUR BED	1708267
Dan River Inc.	BED-IN-A-BAG	3081149
Dan River Inc.	BEDTIME PALS	2931444
Dan River Inc.	THE PERFECT SHEET	3115408

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of December 30, 2005 between ABLECO FINANCE LLC, a Delaware limited liability company (the "Assignor"), and HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association (the "Assignee").

Reference is made to the Financing Agreement by and among Dan River, Inc., a Georgia corporation (the "Company"), as Borrower, The Bibb Company LLC, Dan River International Ltd. and Dan River Factory Stores, Inc., as Guarantors, the lenders from time to time party thereto, as Lenders, Ableco Finance LLC, as Collateral Agent and Wachovia Bank, National Association, as Administrative Agent, dated as of February 11, 2005 (as amended, the "Financing Agreement");

WHEREAS, pursuant to that certain Assignment for Security Trademarks by the Company, dated as of February 11, 2005 (the "Assignment for Security Trademarks"), the Company granted to the Assignor, for the benefit of the Agents and Lenders (as such terms are defined in the Financing Agreement), a continuing security interest in all right, title and interest of the Company in the Collateral (as defined in the Assignment for Security Trademarks);

WHEREAS, effective as of the date hereof, (i) the Assignor resigned as Collateral Agent under the Financing Agreement and (ii) the Assignee became successor Collateral Agent under the Financing Agreement;

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All terms used, but not defined herein shall have the meaning given to such terms in the Assignment for Security Trademarks.
2. Assignor does hereby, without recourse, representation or warranty, grant, bargain, convey, transfer, assign and deliver to Assignee, to and for Assignee's use and benefit forever, to have and to hold all of the right, title and interest of Assignor in and to the Collateral. Assignee hereby assumes all of Assignor's obligations and liabilities under the Collateral from the date hereof or arising out of events occurring after the date hereof, and hereby agrees to promptly and completely pay and perform such obligations and liabilities.
3. The assignment, transfer, acceptance, covenants and assumptions contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
5. The parties acknowledge that this Agreement will be governed by the laws, other than the rules governing conflicts of laws, of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor

By: _____
Name: KEVIN GENDA
Title: SVP

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: _____
Name:
Title:

Acknowledged and Accepted:

DAN RIVER, INC.

By: _____
Name:
Title:

NY01/PALLA/1081538.2

TRADEMARK
REEL: 003354 FRAME: 0224

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor

By: _____
Name:
Title:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: *Stephen Ferrera*
Name: STEPHEN FERRERA
Title: VICE PRESIDENT

Acknowledged and Accepted:

DAN RIVER, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor

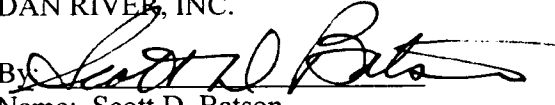
By: _____
Name:
Title:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: _____
Name:
Title:

Acknowledged and Accepted:

DAN RIVER, INC.

By: 
Name: Scott D. Batson
Title: Senior Vice President-Chief Financial Officer

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications Owned by Dan River Inc.

Registered Owner	US Trademark	Registration Number
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Dan River Inc.	DAN RIVER	910163
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