

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
Churchill Weavers, Inc.		08/08/2006	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	The CIT Group/Commercial Services, Inc.		
Street Address:	301 S. Tryon Street		
Internal Address:	Two Wachovia Center, Ste. 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78794387	CRICKET HOLLOW	
CORRESPONDENCE DATA			
Fax Number:	(704)378-4890		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-378-4700		
Email:	jdeese@hunton.com		
Correspondent Name:	Jeremy Deese, Esq.		
Address Line 1:	101 S. Tryon Street		
Address Line 2:	Bank of America Plaza, Suite 3500		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
ATTORNEY DOCKET NUMBER:	57294.98		
NAME OF SUBMITTER:	Ann Vandiver, Paralegal		
Signature:	/s/ Ann Vandiver, Paralegal to Mr. Deese		

CH \$40.00 78794387

Date:

08/11/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 8th day of August, 2006, by and between CHURCHILL WEAVERS, INC., a Kentucky corporation, (the "Grantor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Financing Agreement, dated as of July 11, 2006, among the Grantor, certain of the Grantor's affiliates and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Financing Agreement").

WHEREAS, the Grantor has, pursuant to the Financing Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral, including, without limitation, the Grantor's intellectual property, as collateral security for the payment and performance in full when due of the Obligations; and

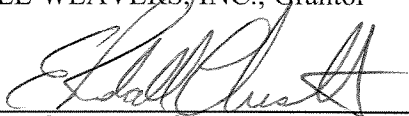
WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures on next page]

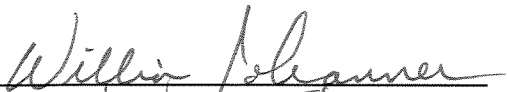
IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

CHURCHILL WEAVERS, INC., Grantor

By: 
Name: E. Randall Chestnut
Title: Vice President

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
Secured Party

By: 
Name: William Johannesen
Title: SVP

ACKNOWLEDGMENT OF GRANTOR

STATE OF Louisiana)
Parish)
COUNTY OF Ascension) ss.

On this 8th day of August, 2006 before me personally appeared E Randall Chestnut, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CHURCHILL WEAVERS, INC., who being by me duly sworn did depose and say that (s)he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Doretta Trichel
Notary Public Doretta Trichel
ID #50325

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Registration #	Registration Date
CRICKET HOLLOW	78/794,387	1/18/2006

57294.000098 CHARLOTTE 180009v1

RECORDED: 08/11/2006

**TRADEMARK
REEL: 003367 FRAME: 0575**