

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
Best Textiles International Ltd.		02/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Administrative Agent for the Lender Group and the Bank Product Provider
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2439277	ALLURA
Registration Number:	0429703	BESTEX
Registration Number:	1139639	BETTER YET
Registration Number:	2434090	FEATHERSOFT
Registration Number:	1641741	GENIE SYSTEM
Registration Number:	2678619	PROSCRUB
Registration Number:	1512750	SUSSEX
Registration Number:	1512752	V.I.P.
Registration Number:	1974098	RIB RUB
Registration Number:	1936290	REGENCY
Registration Number:	1905024	ALLIANCE
Registration Number:	1940936	ARTEX
Registration Number:	0653468	ARTEX

OP \$440.00 2439277

Registration Number:	1732320	ARTEX COLOR-GUARD
Registration Number:	1884313	ARTEXTURA
Registration Number:	1239503	ASCOT DAMASK BY ARTEX
Registration Number:	1839979	CAROUSEL

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.141
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/30/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of February, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Best Textiles International Ltd., as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), Marathon Structured Finance Fund L.P., as syndication agent for the Lenders ("Syndication Agent"), and Administrative Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than "intent-to-use" Trademarks until such time as such Grantor files a statement of use or amendment to alleged use for the applicable Trademarks with the United States Patent and Trademark Office which are accepted by the United States Patent and Trademark Office at which time such security interests will automatically attach to such Trademarks) (collectively, the "Trademark Collateral");

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

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

BEST TEXTILES INTERNATIONAL LTD.

By: 
Name: Sanjay Purohit
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as
Administrative Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, each 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.

BEST TEXTILES INTERNATIONAL LTD.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as
Administrative Agent

By: 
Name: MARC E SWARTZ
Title: SENIOR VICE PRESIDENT

Schedule I

TRADEMARKS

1. Best Textiles International Ltd.

(a) Trademarks:

<u>Mark:</u>	<u>Goods:</u>	<u>Class:</u>	<u>Reg. No.:</u>	<u>Date Filed:</u>	<u>Date Registered</u>	<u>Remarks:</u>
UNITED STATES						
ALLURA	Tablecloths and napkins made of spun and filament polyester fibers	24	2,439,277	4/14/99	3/27/01	
BESTEX (plus design)	Washable service apparel, namely, smocks, gowns, aprons, coats, blouses, jumpers, coveralls, unionalls, dresses, pants, slacks, and shirts, for waitresses, waiters, chefs, hotel attendants, kitchen workers, hospital attendants, nurses, doctors, dentists,	25	0,429,703	7/23/46	5/13/47	
BETTER YET	Tablecloths and napkins	24	1,139,639	1/2/79	9/16/80	
FEATHERSOFT	Brushed, woven fabrics for use in the manufacture of nurse's uniforms and scrub apparel	24	2,434,090	3/11/99	3/6/01	Affidavit of continued use due 3/6/07; decision whether to file deferred to 2007.
GENIE SYSTEM	Test textile swatches for use in laundering commercial linens.	24	1,641,741	12/7/89	4/16/91	
PROSCRUB	Surgical wearing	10, 25	2,678,619	3/10/00	1/21/03	

<u>Mark:</u>	<u>Goods:</u>	<u>Class:</u>	<u>Reg. No.:</u>	<u>Date Filed:</u>	<u>Date Registered</u> :	<u>Remarks:</u>
	apparel, namely, scrub suits and operating room uniforms (Cl.10); Non-surgical hospital uniforms (Cl.25)					
SUSSEX	Towels supplied to hotels and motels	24	1,512,750	4/13/88	11/15/88	
V.I.P.	Towels and bed linens	24	1,512,752	4/13/88	11/15/88	
RJB RUB			1,974,098	5/14/96		
REGENCY			1,936,290	11/21/95		

(b) Tradenames:

(i) Best Textiles LLC

(ii) Best occasionally receives checks made out to it as Cordele Manufacturing and Southeastern Textiles

(c) Domain Names: www.bestmfg.com

(d) Best sent a letter to Orange Glow in response to its filing of the mark "ALLURA", which Best currently uses for its napkins and tablecloths. Best has requested a return letter confirming that Orange Glow will use the mark only for cleaning pads and cloths distributed within the consumer/retail business. Best does not believe there is a likelihood of confusion since it distributes napkins and tablecloths only to commercial laundries that then distribute them to institutional hotels/restaurants.

2. **Best Textiles International Ltd.**

(a) Tradenames: Best Realty has filed a d/b/a in Massachusetts for Best Manufacturing Realty of New Jersey LLC

3. **Best Textiles International Ltd.**

(a) Registered Trademarks/Service Marks:

<u>Mark:</u>	<u>Goods:</u>	<u>Class:</u>	<u>Reg. No.:</u>	<u>Date Filed:</u>	<u>Date Registered</u> :	<u>Remarks:</u>

<u>Mark:</u>	<u>Goods:</u>	<u>Class:</u>	<u>Reg. No.:</u>	<u>Date Filed:</u>	<u>Date Registered</u> :	<u>Remarks:</u>
UNITED STATES						
ALLIANCE	Table linens	24	1,905,024	5/12/94	7/11/95	Registration allowed to expire 7/11/2005. Awaiting official cancellation.
ARTEX	Table linens	24	1,940,936	12/5/94	12/12/95	Registration allowed to expire 12/12/2005. Awaiting official cancellation.
ARTEX	Linens for common carriers and other institutional users-namely, table linens, headrest covers, tray covers.	24	0,653,468	11/30/56	10/22/57	
ARTEX COLOR- GUARD	Oxygen-type bleach for commercial laundries.	3	1,732,320	1/4/90	11/17/92	
ARTEXTUR A	Table linens.	24	1,884,313	8/30/93	8/14/95	Registration allowed to expire 8/14/2005. Awaiting official cancellation.
Ascot Damask by Artex (stylized)	Table linens	24	1,239,503	3/29/82	5/24/83	
CAROUSEL	Table linens	24	1,839,979	6/8/92	6/14/94	