

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Holliston Mills, Inc.		05/23/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Agarista ICG Lending, LLC
<b>Street Address:</b>	Cira Centre, 2929 Arch Street
<b>Internal Address:</b>	c/o Chrysalis Capital Partners
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19104
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	1521761	KENNETT
Registration Number:	1495068	ARRESTOX
Registration Number:	2973616	ABRASITUFF
Registration Number:	0509338	ALIBI
Registration Number:	1495067	CENTENNIAL
Registration Number:	2643252	CORINTHIAN
Registration Number:	2965343	DATA-MATE
Registration Number:	2414410	DECOR SHADELINE
Registration Number:	1495069	DEVON
Registration Number:	2111282	DIGITEX
Registration Number:	1648846	ENVIRO-MATE
Registration Number:	0509874	ESSEX
Registration Number:	1648190	GALAXY

**OP \$790.00 1521761**

Registration Number:	0509875	GRANADA
Registration Number:	2219531	ICG
Registration Number:	3119254	ICG HOLLISTON
Registration Number:	0509876	IDEAL
Registration Number:	2961547	IMPERIUM
Registration Number:	0508195	IMPREGLIN
Serial Number:	77086654	IMPRESSIONS
Registration Number:	1651928	LINEN-SET
Registration Number:	3163446	LUMINAIRE
Registration Number:	3036642	NOUVELLE
Registration Number:	1849349	OPTIMA
Registration Number:	2113032	PEARL LINEN
Serial Number:	77171913	PERFORMANCE 7
Serial Number:	77171901	PERFORMANCE 9
Registration Number:	1515338	HOLLISTON
Registration Number:	0984027	ROXITE
Registration Number:	3017518	STURDITE
Serial Number:	77116318	SECURE-MATE

**CORRESPONDENCE DATA**

Fax Number: (215)981-4750  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (215) 981-4547  
Email: leonardm@pepperlaw.com  
Correspondent Name: Michael J. Leonard, Esquire  
Address Line 1: Eighteenth & Arch Streets  
Address Line 2: 3000 Two Logan Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	128349.6
NAME OF SUBMITTER:	Michael J. Leonard, Esquire
Signature:	/michael leonard/
Date:	05/24/2007

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

WHEREAS, THE HOLLISTON MILLS, INC., a Delaware corporation (together with its successors and assigns, the "Grantor"), owns the Trademarks and Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement dated of even date herewith between Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Revolving Credit Advances to Grantor; and

WHEREAS, in order to induce Lender to enter into the Credit Agreement and other Loan Documents and to induce Lender to make the Revolving Credit Advances as provided for in the Credit Agreement, Grantor has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the 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:

Grantor does hereby grant to Grantee as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations arising under the Credit Agreement, a security interest in all of the following property now owned or at any time hereafter acquired by the Borrower in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(i) each Trademark (as defined in the Credit Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Credit Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

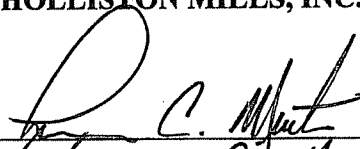
Except to the extent permitted in the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 23<sup>rd</sup> day of May, 2007.

**THE HOLLISTON MILLS, INC.**

By:   
Name: LAWRENCE C. MASON  
Title: PRESIDENT & CEO

Acknowledged:

AGARISTA ICG LENDING, LLC

By:   
Name: \_\_\_\_\_ Paul Halpern \_\_\_\_\_  
Title: \_\_\_\_\_ Authorized Signatory \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003548 FRAME: 0471

ACKNOWLEDGEMENT

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE )

On this 23 day of May, 2007, before me personally appeared Lawrence Maston, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO/President of The Holliston Mills, Inc., a Delaware corporation, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Stefanie B. Boyle  
Notary Public

My commission expires:

STEFANIE B. BOYLE  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Aug. 3, 2010

Schedule 1 to Trademark Security Agreement

<b>TRADEMARK</b>	<b>SERIAL NO./ REG. NO.</b>	<b>FILING DATE/ REG. DATE</b>
HOLLISTON & Design	1,515,338	12/6/88
ROXITE	984,027	5/14/74
STURDITE	3,017,518	11/22/05
SECURE-MATE	77/116,318	2/26/07
ABRASITUFF	2,973,616	7/19/05
ALIBI (Stylized)	509,338	5/3/49
ARRESTOX	1,495,068	7/5/88
CENTENNIAL	1,495,067	7/5/88
CORINTHIAN	2,643,252	10/29/02
DATA-MATE	2,965,343	7/5/05
DECOR SHADELIN	2,414,410	12/19/00
DEVON	1,495,069	7/5/88
DIGITEX	2,111,282	11/4/97
ENVIRO-MATE	1,648,846	6/25/91
ESSEX (Stylized)	509,874	5/17/49
GALAXY	1,648,190	6/18/91
GRANADA (Stylized)	509,875	5/17/49
ICG & Design	2,219,531	1/19/99
ICG HOLLISTON & Design	3,119,254	7/25/06
IDEAL (Stylized)	509,876	5/17/49
IMPERIUM	2,961,547	6/7/05
IMPREGLIN	508,195	4/5/49
IMPRESSIONS	77/086,654	1/19/07
KENNETT	1,521,761	1/24/89
LINEN-SET	1,651,928	7/23/91
LUMINAIRE	3,163,446	10/24/06
NOUVELLE	3,036,642	12/27/05
OPTIMA	1,849,349	8/9/94
PEARL LINEN	2,113,032	11/11/97
PERFORMANCE 7	77/171,913	5/3/07
PERFORMANCE 9	77/171,901	5/3/07

**Foreign Trademarks.**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
CORINTHIAN	Canada	TMA602,977	2/23/04
ENVIRO-BUCKRAM	Canada	TMA431,845	8/12/94