

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Galey & Lord Industries, LLC		01/31/2007	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	171 17th Street NW, GA4524
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30363
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Serial Number:	78647897	SWIFT GALEY
Serial Number:	78647901	G
Registration Number:	0393817	GUNCLUB
Serial Number:	78787793	TRIGGER
Registration Number:	0574751	GALEY & LORD
Registration Number:	0620940	PERFORMANCE
Registration Number:	0657178	TARPOON
Registration Number:	0711286	PINFEATHER
Registration Number:	0734988	RIPCORD
Registration Number:	0740695	WHIPPED CREAM
Registration Number:	0782500	DOUBLE DUTY
Registration Number:	0789738	KEYNOTE
Registration Number:	0789749	DOUBLE TIME

OP \$1015.00 78647897

Registration Number:	0789752	BULKHEAD
Registration Number:	0780755	TRI HI Y
Registration Number:	0791905	GRAND VINO
Registration Number:	0792303	CHALKTONES
Registration Number:	0792304	CLINCHER
Registration Number:	0794130	LYNSHIRE
Registration Number:	0794858	INSIGHT
Registration Number:	0794859	CRUISER
Registration Number:	0797865	CROSSFIRE
Registration Number:	0814097	CONCEPT
Registration Number:	0824138	BANDMASTER
Registration Number:	0897906	UTOPIA
Registration Number:	0909657	UTOPIA PLUS
Registration Number:	0969237	CONCEPT
Registration Number:	1083924	SANJAY
Registration Number:	1118820	TARPOON
Registration Number:	1122421	STRAIGHT EIGHTS
Registration Number:	1228533	COTTINGTON
Registration Number:	1309068	OXPOINT
Registration Number:	1364555	DOUBLE FEATURE
Registration Number:	1471448	FLAMEX
Registration Number:	1475022	SUPER ULTRA VINO
Registration Number:	1537441	GL GALEY & LORD
Registration Number:	1580154	KLONDIKE
Registration Number:	1595453	CRAMERTON
Registration Number:	2438920	CRAMERTON ARMY CLOTH
Registration Number:	1653696	INDESTRUCTIBLE

**CORRESPONDENCE DATA**

Fax Number: (917)368-7119  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-661-9100 x750  
Email: ychemyak@oshr.com  
Correspondent Name: Yekaterina Chemyak  
Address Line 1: 230 Park Avenue  
Address Line 2: Otterbourg, Steindler, Houston & Rosen  
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Yekaterina Chemyak
Signature:	/Yekaterina Chemyak/
Date:	06/19/2007

**Total Attachments: 19**

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated as of January 31, 2007, is by and between Galey & Lord Industries, LLC, a Delaware limited liability company ("Debtor"), with its chief executive office at Five Concourse Parkway, Suite 2300, Atlanta, Georgia 30328, and Wachovia Bank, National Association, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the lenders and other parties as provided therein (in such capacity, "Secured Party"), having an office at 171 17<sup>th</sup> Street NW, Atlanta, Georgia 30363.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefore described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor and Swift Textiles, LLC, a Delaware limited liability company ("Swift" and, together with Debtor and Swift, each a "Borrower" and collectively, "Borrowers") have entered into financing arrangements with Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender", and collectively, "Lenders") pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Lenders, Borrowers and Galey & Lord, LLC, a Delaware limited liability company (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party,

for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement), a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations (as defined in the Loan Agreement).

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(d) below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder or under the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested in good faith at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States of America Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder or under the other Financing Agreements.

(f) Secured Party may, in its good faith discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party in good faith to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party forty-five (45) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other

country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party in good faith to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(h) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable or avoided, unless Debtor has determined that such action or omission is desirable in its reasonable business judgment and Debtor has promptly notified Secured Party of such action or omission in writing. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any material application, registration or recording with respect to the Trademarks may become abandoned, canceled, invalidated or avoided.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the material Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, no infringement or unauthorized use presently is being made of any of the material Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. Debtor shall promptly notify Secured Party if Debtor learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party in good faith, Debtor, at Debtor's expense, shall join with Secured Party and any Lender in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interests in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), other than any claims, suits, losses, damages, or expenses arising solely from the actions of Secured Party or Lenders. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

The existence or the occurrence and continuance of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of



Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations in the order and manner set forth in the Loan Agreement. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party, and its respective designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Georgia but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Georgia.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Superior Court of Fulton County, Georgia and the United States District Court for the Northern District of Georgia, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party and Lenders shall have the right to bring any action or

proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

## 7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and shall be given or made in accordance with Section 13.3 of the Loan Agreement.

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, Lenders

and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement in accordance with Section 11.3 of the Loan Agreement. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

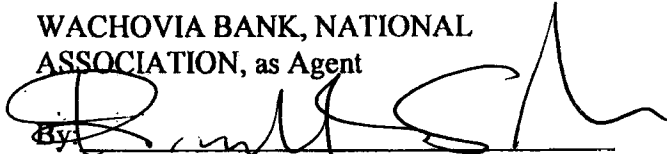
GALEY & LORD INDUSTRIES, LLC

By: \_\_\_\_\_

Name: James J. Murray

Title: Authorized Representative

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Agent


By:  \_\_\_\_\_

Name: Richard Schultz

Title: Director

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

GALEY & LORD INDUSTRIES, LLC

By:   
Name: James J. Murray  
Title: Authorized Representative

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Agent

By: \_\_\_\_\_  
Name: Richard Schultz  
Title: Director

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 31 day of January, 2007, before me personally came Richard Schultz, to me known, who, being duly sworn, did depose and say, that he is a Director of WACHOVIA BANK, NATIONAL ASSOCIATION, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

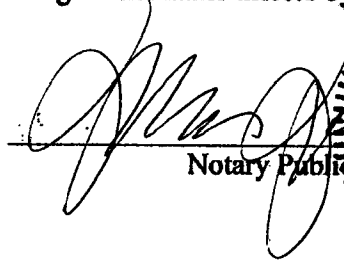
*Maria Camacho*

Notary Public

MARIA CAMACHO  
NOTARY PUBLIC, State of New York  
No.: 01CA5086952  
Qualified in ~~West~~ County  
Certificate Filed in New York County  
Commission Expires October 27, 2009

STATE OF GEORGIA     )  
                                  ) ss.:  
COUNTY OF FULTON    )

On this 31 day of January 2007, before me personally came James J. Murray, to me known, who being duly sworn, did depose and say, that he is an Authorized Representative of GALEY & LORD INDUSTRIES, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said limited liability company.

  
Notary Public

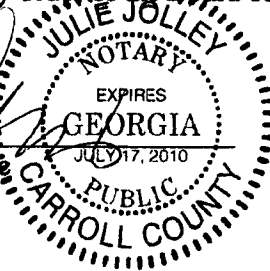


EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>MARK</u>	<u>FILING DATE</u>	<u>APP./ REG. NO.</u>	<u>ISSUE DATE</u>	<u>RENEWAL DATE</u>	<u>COUNTRY</u>
SWIFT GALEY	6/10/2005	78/647,897	6/5/2005	6/5/2020	US
SWIFT GALEY DESIGN	6/10/2005	78/647,901	6/5/2005	6/5/2020	US
GUN CLUB	10/16/1941	393,817	3/3/1942	3/3/2012	US
TRIGGER	1/9/2006	78/787,793	1/9/2006		US
GALEY & LORD	8/21/1952	574,751	5/19/2013	5/19/2013	US
PERFORMANCE	1/31/1955	620,940	2/7/2006	2/7/2016	US
TARPOON (US)	2/14/1957	657,178	1/14/1958	1/14/2008	US
PINFEATHER	7/18/1960	711,286	2/14/1961	2/14/2011	US
RIPCORD	11/6/1961	734,988	7/24/1962	7/24/2012	US
WHIPPED CREAM	9/11/1961	740,695	11/13/1962	3/7/2012	US
DOUBLE DUTY	9/17/1963	782,500	12/29/1964	12/29/2004	US
KEYNOTE	8/27/1964	789,738	5/18/1965	5/18/2005	US
HI-SIGN	8/27/1964	789,738	5/18/1965	5/18/2005	US
DOUBLE TIME	8/27/1964	789,749	5/18/1965	5/18/2005	US
BULKHEAD	8/27/1964	789,752	5/18/1965	5/18/2005	US
ABSTRACT	8/27/1964	780,755	5/18/1965	5/18/2005	US
GRAND VINO	7/30/1964	791,905	6/29/1965	6/29/2005	US
CHALKTONES	7/29/1964	792,303	7/6/1965	7/6/2005	US
CLINCHER	7/30/1964	792,304	7/6/1965	7/6/2005	US
LYNSHIRE	7/31/1964	794,130	8/10/2005	8/10/2015	US
BOOSTER	12/31/1964	794,858	8/24/1965	8/24/2005	US



INSIGHT	12/31/1964	794,858	8/24/1965	8/24/2005	US
CRUISER	12/31/1964	794,859	8/24/1965	8/24/2005	US
CROSSIFRE	2/16/1965	797,865	10/19/2005	10/19/2015	US
CONCEPT (hf)	4/19/1965	814,097	8/30/1966	8/30/2006	US
BANDMASTER	9/8/1966	824,138	2/14/2006	2/14/2017	US
UTOPIA	10/22/1969	897,906	9/1/1970	2/16/2011	US
UTOPIA PLUS	1/27/1990	909,657	3/9/1971	3/9/2011	US
CONCEPT (apparel)	10/13/1972	969,237	9/25/1973	9/25/2013	US
SHAGBARK	8/2/1976	1,083,924	4/19/1977	4/19/2007	US
TARPOON	6/2/1978	1,118,820	5/22/1979	5/22/2009	US
STRAIGHT EIGHTS	1/14/1978	1,122,421	7/17/1979	7/17/2009	US
COTTINGTON	1/18/1982	1,228,533	2/22/1983	2/22/2013	US
OXPOINT	1/23/1984	1,309,068	12/11/1984	12/11/2004	US
DOUBLE FEATURE	10/26/1984	1,364,555	10/8/2005	10/8/2015	US
FLAMEX	5/11/1987	1,471,448	1/5/1988	1/5/2008	US
SUPER ULTRA VINO	5/11/1987	1,475,022	2/2/1988	2/2/2008	US
GALEY & LORD & LOGO	8/17/1988	1,537,441	5/2/2009	5/2/2009	US
KLONDIKE	2/27/1989	1,580,154	1/30/1990	1/30/2010	US
CRAMERTON	3/20/1989	1,595,453	5/8/1990	5/8/2010	US
CRAMERTON ARMY CLOTH	8/1/2000	2,438,920	3/27/2001	3/27/2011	US
INDUSTRUCTIBLE	6/4/1990	1,653,696	8/13/1991	8/13/2011	US
BOOSTER	5/25/1970	176,435	5/28/1986	2/19/2016	CANADA
CONCEPT	1/19/1970	173,215	12/11/1985	12/11/2015	CANADA
GRAND VINO	10/28/1969	171,462	9/18/1985	9/18/2015	CANADA
SUPER VINO	10/28/1969	171,463	9/18/1985	9/18/2015	CANADA

TARPOON (Canada)	3/12/1958	111,599	8/20/2003	9/18/2018	CANADA
ULTRA VINO	10/28/1969	171,461	9/18/1985	9/18/2015	CANADA
UTOPIA	3/6/1970	174,578	2/19/1986	5/28/2016	CANADA
GALEY & LORD		1.566.974	7/3/1995	7/3/2005	Argentina
GALEY & LORD	10/3/1994	B62113	10/3/1994	10/3/2004	Australia
GALEY & LORD	10/11/1994	156,108	1/3/1995	1/31/2005	Austria
GALEY & LORD	9/30/1994	556,885	9/30/1994	9/30/2004	Benelux
GALEY & LORD	3/24/1995	818,395,001	5/6/1997	5/6/2007	Brazil
GALEY & LORD	1/10/1995	463,744	9/27/1996	9/27/2011	Canada
GALEY & LORD	3/7/1995	455,984	1/19/1996	1/19/2006	Chile
GALEY & LORD	3/17/1995	921,944	12/28/1996	12/27/2006	China
GALEY & LORD	1/1/1972			PUBLISHED	Columbia
GALEY & LORD	10/3/1994	92,952	10/3/1994	10/3/2004	Czech Rep
GALEY & LORD	10/7/1994	8,596	12/9/1994	12/9/2004	Denmark
GALEY & LORD	10/12/1994	92,671	10/28/1998	10/12/2004	Egypt
GALEY & LORD	10/19/1994	540,975	10/19/1994	10/18/2004	France
GALEY & LORD	10/4/1994	2,902,334	10/4/1994	10/4/2004	Germany
GALEY & LORD	3/1/1995	123,230	10/17/1997	3/1/2005	Greece
GALEY & LORD	1/5/1995	B07295	1/5/1995	1/5/2016	Hong Kong
GALEY & LORD	10/10/1994	143,004	10/10/1994	10/10/2004	Hungary
GALEY & LORD	10/12/1994	642,870	5/30/2003	8/19/2004	India
GALEY & LORD	1/1/1994	349,180	12/5/1995	12/5/2005	Indonesia
GALEY & LORD	10/10/1994	94,900	10/10/1994	10/9/2011	Israel
GALEY & LORD	10/7/1994	690,044	10/16/1996	10/7/2004	Italy
GALEY & LORD	9/29/1994	3,282,876	4/18/1997	4/18/2007	Japan

GALEY & LORD	3/7/1995	6,034	3/7/1995	3/7/2012	Jordan
GALEY & LORD	12/14/1994	11,742	12/15/1994	12/15/2011	Malaysia
GALEY & LORD	2/8/1995	497,595	2/8/1995	2/8/2005	Mexico
GALEY & LORD	10/6/1994	B241738	10/6/1994	10/6/2015	New Zeland
GALEY & LORD	10/7/1994	170,609	1/4/1996	1/4/2006	Norway
GALEY & LORD	2/12/1995	128,773	2/12/2002	2/12/2017	Pakistan
GALEY & LORD	2/3/1995	74,285	9/4/1996	9/4/2006	Pamana
GALEY & LORD	10/18/1994	16,706	6/26/1995	6/26/2005	Peru
GALEY & LORD	1/27/1995	4-1995- 98370	7/19/2000	7/19/2020	Philippines
GALEY & LORD	1/13/1995	95-951	10/28/1997	10/28/2007	Poland
GALEY & LORD	9/29/1994	137,824	2/15/1998	9/29/2008	Russia
GALEY & LORD	10/25/1994	B96260/94	10/24/1994	10/25/2004	Singapore
GALEY & LORD	10/6/1994	94/10835	10/6/1994	10/6/2004	S. Africa
GALEY & LORD	9/28/1994	331,178	1/12/2006	1/12/2016	S Korea
GALEY & LORD	12/14/1994	1,936,374	12/14/1994	12/14/2004	Spain
GALEY & LORD	10/10/1994	303,321	6/30/1995	6/30/2005	Sweden
GALEY & LORD	9/26/1994	423,412	9/26/1994	9/26/2004	Switzerland
GALEY & LORD	2/16/1995	TM51428	2/16/1995	2/15/2005	Thailand
GALEY & LORD	11/8/1994	157,502	11/8/1994	10/31/2004	Turkey
GALEY & LORD	9/27/1994	B1586078	9/27/1994	9/27/2011	United Kingdom
GALEY & LORD	12/1/1994			OPPOSING	Venezuela
GALEY & LORD	1/7/1994	4780/94	11/7/1994	11/7/2004	Zaire
GALEY & LORD	10/7/1994	1485/94	10/7/1994	10/7/2004	Zimbabwe
SWIFT GALEY		300554210	12/22/2005	12/21/2015	Hong Kong
SWIFT GALEY DESIGN		300554193	12/22/2005	12/21/2015	Hong Kong

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF GEORGIA        )  
                                  ) ss.:  
COUNTY OF FULTON     )

KNOW ALL MEN BY THESE PRESENTS, that GALEY & LORD INDUSTRIES, LLC (“Debtor”), having an office at Five Concourse Parkway, Suite 2300, Atlanta, Georgia 30328, hereby appoints and constitutes, severally, WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: January \_\_, 2007

GALEY & LORD INDUSTRIES, LLC

By: \_\_\_\_\_  
Name: James J. Murray  
Title: Authorized Representative

STATE OF GEORGIA     )  
                                  ) ss.:  
COUNTY OF FULTON    )

On this\_\_ day of January 2007, before me personally came James J. Murray, to me known, who being duly sworn, did depose and say, that he is an Authorized Representative of GALEY & LORD INDUSTRIES, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public