

**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
Springs Industries, Inc.		07/03/2007	CORPORATION: SOUTH CAROLINA
Springs Window Fashions, LLC		07/03/2007	CORPORATION: DELAWARE
Springs Window Fashions Manufacturing Co. USA		07/03/2007	CORPORATION: SOUTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	1 S. Broad St
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19107
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 62**

Property Type	Number	Word Mark
Registration Number:	132534	
Registration Number:	2795690	ASPIRATIONS
Registration Number:	3093694	ARCADIA
Registration Number:	3093693	ARCADIA+
Registration Number:	2659340	AUTO MATE
Registration Number:	1374799	BALI
Registration Number:	2841207	BALI
Registration Number:	1476892	BALI ULTRA
Registration Number:	3015938	BEST XPERIENCE
Registration Number:	3026078	CAPITAL
Registration Number:	2237525	CASUAL CLASSICS

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Registration Number:	795044	CONTRACK
Registration Number:	2659339	CONTROLMATE
Registration Number:	2386056	CORNERSTONE
Registration Number:	1631633	CRYSTALPLEAT
Registration Number:	1296354	CUSTOMISER
Registration Number:	1910103	DAUPHINE
Registration Number:	2942712	DESIGN BASICS
Registration Number:	2971089	DURA-VUE
Registration Number:	1160967	EASYUP
Registration Number:	2754196	EDGE OF COLOR
Registration Number:	1961174	EVENPLEAT
Registration Number:	1363420	FASHION PLEAT
Registration Number:	2196764	FINE FURNITURE FOR WINDOWS
Registration Number:	2784827	FRAMEWORKS
Registration Number:	2215187	FRESCO
Registration Number:	1999557	G-71 SUPER-VUE
Registration Number:	980822	GRABER
Registration Number:	2063143	GRABER
Registration Number:	1135161	NANIK
Registration Number:	3026077	LAKE FOREST
Registration Number:	2923934	LIGHTWEAVES
Registration Number:	2952670	N
Registration Number:	2960356	NANIK
Registration Number:	1992453	NANIK NATURALS
Registration Number:	2153099	NATURE'S PORTRAIT
Registration Number:	1763697	NEAT PLEAT
Registration Number:	2037732	NEO
Registration Number:	1875960	ONE TOUCH
Registration Number:	1576419	PINNACLE
Registration Number:	2948991	ROOM SCAPES
Registration Number:	3090630	SHEER ENCHANTMENT
Registration Number:	1994705	SIMPULL
Registration Number:	2689123	SMARTILT
Registration Number:	2109744	SOLITAIRE
Registration Number:	2532635	STRUCTURES

Registration Number:	1454283	"SUNGLASSES FOR WINDOWS"
Registration Number:	2842712	SURECLOSE
Registration Number:	2776326	SURETIGHT
Registration Number:	2807332	SYNERGY
Registration Number:	1458358	THE SHUTTERY
Registration Number:	1472299	THE SHUTTERY
Registration Number:	1462814	THE SHUTTERY
Registration Number:	1945534	TIMBERLINE
Registration Number:	2877890	TRADEWINDS
Registration Number:	2859751	WINDOW IMAGES
Registration Number:	1683812	WINDSWEPT
Registration Number:	1546447	"WOOD WINDOW FURNITURE"
Serial Number:	77057468	ASPIRATIONS
Serial Number:	77215753	BALI
Serial Number:	76534866	BEX BEST EXPERIENCE
Serial Number:	76624096	TRADITIONS

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31922
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/23/2007

Total Attachments: 13  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2007, among SPRINGS INDUSTRIES, INC. ("Holdings"), SPRINGS WINDOW FASHIONS, LLC (the "Borrower"), the subsidiaries of the Borrower party hereto and WACHOVIA BANK, NATIONAL ASSOCIATION ("Wachovia"), as Collateral Agent (the "Collateral Agent").

Reference is made to (i) the Security Agreement dated as of December 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the subsidiaries of the Borrower party hereto and JPMorgan Chase Bank, N.A., as collateral agent, (ii) the Pledge Agreement dated as of December 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Pledge Agreement"), among Holdings, the Borrower, the subsidiaries of the Borrower party hereto and JPMorgan Chase Bank, N.A., as collateral agent, (iii) the Guarantee Agreement dated as of December 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among Holdings, the Borrower, the subsidiaries of the Borrower party hereto and JPMorgan Chase Bank, N.A., as collateral agent and (iv) the Indemnity, Subrogation and Contribution Agreement dated as of December 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Indemnity, Subrogation and Contribution Agreement"), among Holdings, the Borrower, the subsidiaries of the Borrower party hereto and JPMorgan Chase Bank, N.A., as collateral agent (the Indemnity, Subrogation and Contribution Agreement, together with the Security Agreement, the Pledge Agreement and the Guarantee Agreement, the "Security Documents"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of July 3, 2007 by and among Holdings, the Borrower, the lenders party thereto (the "Lenders"), Wachovia, as administrative agent for the term lenders and the collateral agent and JPMorgan Chase Bank, N.A., as administrative agent for the revolving lenders (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Documents, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in, or to any and all of the following assets and properties that are included in the Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V,

(b) all goodwill associated therewith or symbolized thereby and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Documents. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Documents, the terms of the Security Documents shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SPRINGS INDUSTRIES, INC.,

by *Steven L. Cable*  
Name: *STEVEN L. CABLE*  
Title: *CEO*

SPRINGS WINDOW FASHIONS, LLC,

by *Steven L. Cable*  
Name: *STEVEN L. CABLE*  
Title: *CEO*

SPRINGS WINDOW FASHIONS  
MANUFACTURING CO. USA, INC.,

By *Steven L. Cable*  
Name: *STEVEN L. CABLE*  
Title: *VP*

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Collateral Agent,

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SPRINGS INDUSTRIES, INC.,

by

\_\_\_\_\_  
Name:  
Title:

SPRINGS WINDOW FASHIONS, LLC,

by

\_\_\_\_\_  
Name:  
Title:

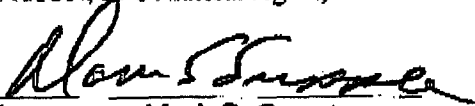
SPRINGS WINDOW FASHIONS  
MANUFACTURING CO. USA, INC.,

By

\_\_\_\_\_  
Name:  
Title:

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Collateral Agent,

By

  
\_\_\_\_\_  
Name: Mark S. Supple  
Title: Vice President



## I. Trademarks

### Domestic:

Trademark: ALEXANDRIA  
Registration No.: 132534  
Registration Date: 04/06/99  
Renewal Date: 04/06/09

Trademark: ASPIRATIONS  
Registration No.: 2795690  
Registration Date: 12/16/03  
Renewal Date: 12/16/13

Trademark: ARCADIA  
Registration No.: 3093694  
Registration Date: 5/16/02  
Renewal Date: 5/16/12

Trademark: ARCADIA  
Registration No.: 3093693  
Registration Date: 5/16/02  
Renewal Date: 5/16/12

Trademark: AUTO MATE  
Registration No.: 2659340  
Registration Date: 12/10/02  
Renewal Date: 12/10/12

Trademark: BALI  
Registration No.: 1374799  
Registration Date: 12/10/85  
Renewal Date: 12/10/15

Trademark: BALI & New DESIGN  
Registration No.: 2841207  
Registration Date: 05/11/04  
Renewal Date: 05/11/14

Trademark: BALI ULTRA  
Registration No.: 1476892  
Registration Date: 02/16/88  
Renewal Date: 02/16/08

Trademark: BEST XPERIENCE  
Registration No.: 3015938  
Registration Date: 11/15/05

Renewal Date:	11/15/15
Trademark:	CAPITAL
Registration No.:	3026078
Registration Date:	12/13/05
Renewal Date:	12/13/15
Trademark:	CASUAL CLASSICS
Registration No.:	2237525
Registration Date:	04/06/99
Renewal Date:	04/06/09
Trademark:	CONTRACK
Registration No.:	795044
Registration Date:	08/31/65
Renewal Date:	08/31/15
Trademark:	CONTROLMATE
Registration No.:	2659339
Registration Date:	12/10/02
Renewal Date:	12/10/12
Trademark:	CORNERSTONE
Registration No.:	2386056
Registration Date:	09/12/00
Renewal Date:	09/12/10
Trademark:	CRYSTALPLEAT
Registration No.:	1631633
Registration Date:	01/15/91
Renewal Date:	01/15/11
Trademark:	CUSTOMISER
Registration No.:	1296354
Registration Date:	09/18/84
Renewal Date:	09/18/14
Trademark:	DAUPHINE
Registration No.:	1910103
Registration Date:	08/05/95
Renewal Date:	08/05/15
Trademark:	DESIGN BASICS
Registration No.:	2942712
Registration Date:	04/19/05
Renewal Date:	04/19/15

Trademark: DURAVUE  
Registration No.: 2971089  
Registration Date: 07/19/05  
Renewal Date: 07/19/15

Trademark: EASYUP  
Registration No.: 1160967  
Registration Date: 07/14/81  
Renewal Date: 07/14/11

Trademark: EDGE OF COLOR  
Registration No.: 2754196  
Registration Date: 08/19/03  
Renewal Date: 08/19/13

Trademark: EVENPLEAT  
Registration No.: 1961174  
Registration Date: 03/05/96  
Renewal Date: 03/05/16

Trademark: FASHION PLEAT  
Registration No.: 1363420  
Registration Date: 10/01/85  
Renewal Date: 10/01/15

Trademark: FINE FURNITURE FOR WINDOWS  
Registration No.: 2196764  
Registration Date: 10/13/98  
Renewal Date: 10/13/08

Trademark: FRAMEWORKS  
Registration No.: 2784827  
Registration Date: 11/18/03  
Renewal Date: 11/18/13

Trademark: FRESCO  
Registration No.: 2215187  
Registration Date: 12/29/98  
Renewal Date: 12/29/08

Trademark: G-71 SUPER-VUE  
Registration No.: 1999557  
Registration Date: 09/10/96  
Renewal Date: 09/10/16

Trademark: GRABER

Registration No.:	980822
Registration Date:	03/26/74
Renewal Date:	03/26/14
Trademark:	GRABER & NEW DESIGN
Registration No.:	2063143
Registration Date:	05/20/97
Renewal Date:	05/20/07
Trademark:	NANIK
Registration No.:	1135161
Registration Date:	05/13/80
Renewal Date:	05/13/10
Trademark:	LAKE FOREST
Registration No.:	3026077
Registration Date:	12/13/05
Renewal Date:	12/13/15
Trademark:	LIGHTWEAVES
Registration No.:	2923934
Registration Date:	02/01/05
Renewal Date:	02/01/15
Trademark:	N & DESIGN
Registration No.:	2952670
Registration Date:	05/17/05
Renewal Date:	05/17/15
Trademark:	NANKIK & DESIGN
Registration No.:	2960356
Registration Date:	06/07/05
Renewal Date:	06/07/15
Trademark:	NANIK NATURALS
Registration No.:	1992453
Registration Date:	08/13/96
Renewal Date:	08/13/16
Trademark:	NATURE'S PORTRAIT
Registration No.:	2153099
Registration Date:	04/21/98
Renewal Date:	04/21/08
Trademark:	NEAT PLEAT
Registration No.:	1763697
Registration Date:	04/06/93
Renewal Date:	04/06/13

Trademark:	NEO
Registration No.:	2037732
Registration Date:	02/11/97
Renewal Date:	02/11/07
Trademark:	ONE TOUCH
Registration No.:	1875960
Registration Date:	01/24/95
Renewal Date:	01/24/15
Trademark:	PINNACLE
Registration No.:	1576419
Registration Date:	01/09/90
Renewal Date:	01/09/10
Trademark:	ROOMSCAPES
Registration No.:	2948991
Registration Date:	05/10/05
Renewal Date:	05/10/15
Trademark:	SHEER ENCHANTMENT
Registration No.:	3090630
Registration Date:	05/09/06
Renewal Date:	05/09/16
Trademark:	SIMPULL
Registration No.:	1994705
Registration Date:	08/20/96
Renewal Date:	08/20/16
Trademark:	SMARTILT
Registration No.:	2689123
Registration Date:	02/18/03
Renewal Date:	02/18/13
Trademark:	SOLITAIRE
Registration No.:	2109744
Registration Date:	10/28/97
Renewal Date:	10/28/07
Trademark:	STRUCTURES
Registration No.:	2532635
Registration Date:	01/22/02
Renewal Date:	01/22/12
Trademark:	SUNGLASSES FOR WINDOWS
Registration No.:	1454283

Registration Date:	08/25/87
Renewal Date:	08/25/07
Trademark:	SURECLOSE
Registration No.:	2842712
Registration Date:	05/18/04
Renewal Date:	05/18/14
Trademark:	SURETIGHT
Registration No.:	2776326
Registration Date:	10/21/03
Renewal Date:	10/21/13
Trademark:	SYNERGY
Registration No.:	2807332
Registration Date:	01/20/04
Renewal Date:	01/20/14
Trademark:	THE SHUTTERY (STYLIZED)
Registration No.:	1458358
Registration Date:	09/22/87
Renewal Date:	09/22/07
Trademark:	THE SHUTTERY
Registration No.:	1472299
Registration Date:	01/12/88
Renewal Date:	01/12/08
Trademark:	THE SHUTTERY & DESIGN
Registration No.:	1462814
Registration Date:	10/27/87
Renewal Date:	10/27/07
Trademark:	TIMBERLINE
Registration No.:	1945534
Registration Date:	01/02/96
Renewal Date:	01/02/16
Trademark:	TRADEWINDS
Registration No.:	2877890
Registration Date:	08/24/04
Renewal Date:	08/24/14
Trademark:	WINDOW IMAGES
Registration No.:	2859751
Registration Date:	07/06/04
Renewal Date:	07/06/14

Trademark: WINDSWEPT  
 Registration No.: 1683812  
 Registration Date: 04/21/92  
 Renewal Date: 04/21/12

Trademark: WOOD WINDOW FURNITURE  
 Registration No.: 1546447  
 Registration Date: 07/04/89  
 Renewal Date: 07/04/09

## II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
Springs Window Fashions, LLC	Aspirations	77/057,468	12/5/2006
Springs Window Fashions, LLC	BALI & Color Bar Design	77/215,753	6/26/2007
Springs Window Fashions, LLC	BEX Best Experience	76/534,866	8/4/2006
Springs Window Fashions, LLC	TRADITIONS	76/624,096	12/13/2004