

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ex-Cell Home Fashions, Inc.		10/08/2007	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Patriarch Partners Agency Services LLC
Street Address:	227 West Trade Street, Ste 1400
Internal Address:	Attn: Loan Administration
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1390807	BY APPOINTMENT
Registration Number:	2387692	POWER GLIDES
Registration Number:	2357802	SOFT SENSATION
Registration Number:	2764764	WATERGARD
Registration Number:	2787339	SIT STILL
Registration Number:	2787340	DOUBLE TAKE
Registration Number:	3191574	HEAVY DUTY
Serial Number:	78876390	DESIGN DIMENSIONS
Serial Number:	77084844	EASY GLIDE
Serial Number:	77119973	HEAVY DUTY
Serial Number:	77124921	HEAVY DUTY ULTRA

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

**900090559**

**TRADEMARK  
 REEL: 003650 FRAME: 0396**

**CH \$290.00 1390807**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 265450
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	10/30/2007

**Total Attachments: 4**

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**Continuation of Item 4:**

**A. Trademark Application Numbers:**

<u>Trademark</u>	<u>Application/Serial Number</u>
Design Dimensions	78876390
Easy Glide	77084844
Heavy Duty	77119973
Heavy Duty Ultra	77124921

**B. Trademark Registration Numbers**

<u>Trademark</u>	<u>Registration Number</u>
By Appointment (stylized)	1390807 (USA)
Excell Home Fashions	491231 (Canada)
Power Glides	2387692 (USA)
Soft Sensation	2357802 (USA)
Watergard	2764764 (USA)
Power Glides	581701 (Canada)
Sit Still	2787339 (USA)
Double Take	2787340 (USA)
Heavy Duty (Supp. Register)	3191574 (USA)

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated October 8, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Patriarch Partners Agency Services ("PPAS"), as agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Glenoit LLC, a Delaware limited liability company, formerly Glenoit Corporation, has entered into a Credit Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the other Grantors, PPAS, as Agent, Glenoit Universal, Ltd., as Guarantor, and the Lenders party thereto. Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances each Grantor shall have executed that certain Security Agreement by and among the Grantors and the Agent dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in certain intellectual property of Grantors to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) The United States, international, and foreign patents, patent applications, and patent licenses set forth on Exhibit A hereto including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit B hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(c) The United States and foreign copyright registrations, and copyright licenses set forth on Exhibit C hereto (the "Copyrights");

(d) any and all causes of action for past, present and future infringement or breach of the Patents, Trademarks and Copyrights, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(e) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and trademarks and any other applicable government officer record this IP Security Agreement.


Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


GLENOIT LLC

By:   
Name: CLIFFORD F. CAMPBELL  
Title: CFO & TREASURER

Address:

P.O. BOX 1874  
GOLDSBORO, NC 27533

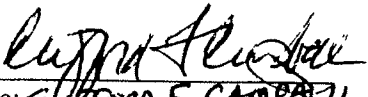
GLENOIT UNIVERSAL, LTD.

By:   
Name: CLIFFORD F. CAMPBELL  
Title: CFO & TREASURER

Address:

P.O. BOX 1874  
GOLDSBORO, NC 27533

EX-CELL HOME FASHIONS, INC.

By:   
Name: CLIFFORD F. CAMPBELL  
Title: CFO & TREASURER

Address:

P.O. BOX 1874  
GOLDSBORO, NC 27533

[Signature Page to Intellectual Property Security Agreement]