

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quaker Fabric Corporation of Fall River		09/24/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Victor Innovative Textiles LLC
Street Address:	81 Commerce Drive
City:	Fall River
State/Country:	MASSACHUSETTS
Postal Code:	02720
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78318487	REPLAY
Serial Number:	78745893	TERRAZZO
Registration Number:	2676289	DAVOL
Registration Number:	2312967	QUAKER FABRIC
Registration Number:	2400428	QUAKER PLUSH
Registration Number:	2893921	QUAKER ULTRA
Registration Number:	2081771	W
Registration Number:	2775289	WHITAKER

CORRESPONDENCE DATA

Fax Number: (312)706-8248
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3127018623
 Email: zbeal@mayerbrown.com
 Correspondent Name: Richard M. Assmus

OP \$215.00 78318487

Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	07097558
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/richardmassmus/
Date:	11/13/2007

Total Attachments: 7
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of this 24th day of September, 2007, by and between Quaker Fabric Corporation of Fall River, a Massachusetts corporation ("Assignor"), and Victor Innovative Textiles LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement by and between Assignor and Gordon Brothers Group, LLC, a Massachusetts limited liability company ("Buyer"), dated August 28, 2007 (the "APA").

WHEREAS, Assignor and Buyer have entered into the APA, pursuant to which Buyer has purchased the assets relating to Assignor's textile manufacturing business, including, without limitation, the United States trademark registrations and applications identified and set forth on Schedule A attached hereto and incorporated herewith and all licenses, trade names, trade dress and common law rights associated therewith (collectively, the "Trademarks") and the goodwill of the business associated therewith;

WHEREAS, Section 1.4(c) of the APA grants Buyer the right to require Assignor to transfer title to any of the Intellectual Property to a third party nominee of Buyer, and Buyer has designated Assignee as its designated third party nominee with respect to such Intellectual Property; and

WHEREAS, Assignee, as Buyer's designated third party nominee, desires to acquire all of Assignor's right, title and interest in, to and under said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith and which is symbolized thereby, the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made. Assignor and Assignee agree to amend Schedule A as necessary to include any additional trademarks, whether registered or unregistered, that fit within the definition of Intellectual Property (as such term is defined in the APA) and Assignee shall be responsible for drafting and filing any documents in connection therewith and all fees, costs, expenses and charges associated therewith. Assignor and Assignee acknowledge that other documents will need to be executed to effectuate such assignments in the various country trademark offices, and agree to cooperate in execution of such documents to complete the assignment. Assignee shall be responsible for drafting and filing the documents to complete the recordation of the assignment in the various country trademark offices and all fees, costs, expenses and charges associated therewith.

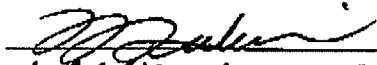
This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows]

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

ASSIGNOR:

QUAKER FABRIC CORPORATION OF FALL RIVER

By: 
Name: LARRY A LIEBENOW
Title: PRESIDENT & CEO

ASSIGNEE:

VICTOR INNOVATIVE TEXTILES LLC

By: _____
Name:
Title:

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

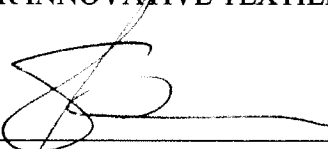
ASSIGNOR:

QUAKER FABRIC CORPORATION OF FALL RIVER

By: _____
Name:
Title:

ASSIGNEE:

VICTOR INNOVATIVE TEXTILES LLC

By:  _____
Name: S. LAURIE
Title: CFO & TREASURER

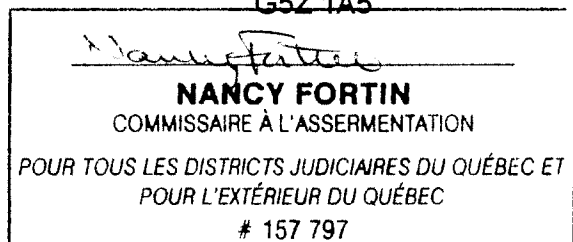
ATTESTATION WITH RESPECT TO A PATENT/TRADE-MARK ASSIGNMENT AGREEMENT IN FAVOUR OF VICTOR INNOVATIVE TEXTILES LLC SIGNED AT Saint-Georges, Québec, Canada, ON the 24th of September, 2007,

I, the undersigned, Nancy Fortin, Notary, certify:

1. That I have verified the identity, quality and capacity of Serge Laurier;
2. That the document has been drafted in good and valid form in accordance with the law;
3. that the document represents the will expressed by Serge Laurier;

Certified at Saint-Georges, Québec, Canada, on the 24th of September, 2007.

Name: Nancy Fortin
Quality: Notary
Address: 1360, 158e Rue
Saint-Georges, Québec, Canada
G5Z 1A5



[Notary's name to be inserted], Notary

SCHEDULE A

Mark	Status	Country	App./Reg. No.	Owner
DAVOL FABRICS	Registered	Australia	867974	Quaker Fabric Corporation of Fall River
QUAKER	Registered	Australia	866812	Quaker Fabric Corporation of Fall River
W WHITAKER	Registered	Australia	866813	Quaker Fabric Corporation of Fall River
QUAKER	Registered	Brazil	823047890	Quaker Fabric Corporation of Fall River
REPLAY & DESIGN	Registered	Brazil	826300650	Quaker Fabric Corporation of Fall River
QUAKER	Registered	Canada	TMA524,471	Quaker Fabric Corporation of Fall River
REPLAY and Design	Pending	Canada	1214,459	Quaker Fabric Corporation of Fall River
QUAKER	Registered	CTM	690263	Quaker Fabric Corporation of Fall River
TERRAZZO	Registered	CTM	5048764	Quaker Fabric Corporation of Fall River
QUAKER	Registered	Mexico	621140	Quaker Fabric Corporation of Fall River
QUAKER	Registered	Mexico	621140	Quaker Fabric Corporation of Fall River
DAVOL FABRICS	Registered	New Zealand	633374	Quaker Fabric Corporation of Fall River
DAVOL FABRICS	Registered	New Zealand	633375	Quaker Fabric Corporation of Fall River
QUAKER	Registered	New Zealand	632762	Quaker Fabric Corporation of Fall River
W WHITAKER	Registered	New Zealand	632763	Quaker Fabric Corporation of Fall River
QUAKER	Registered	Turkey	201558	Quaker Fabric Corporation of Fall River
DAVOL	Registered	United States	2,676,289	Quaker Fabric Corporation of Fall River

Mark	Status	Country	App./Reg. No.	Owner
QUAKER FABRIC and Design	Registered	United States	2,312,967	Quaker Fabric Corporation of Fall River
QUAKER PLUSH	Registered	United States	2,400,428	Quaker Fabric Corporation of Fall River
QUAKER ULTRA	Registered	United States	2,893,921	Quaker Fabric Corporation of Fall River
REPLAY and Design	Pending	United States	78-318,487	Quaker Fabric Corporation of Fall River
TERRAZZO	Pending	United States	78-745,893	Quaker Fabric Corporation of Fall River
W and Design	Registered	United States	2,081,771	Quaker Fabric Corporation of Fall River
WHITAKER	Registered	United States	2,775,289	Quaker Fabric Corporation of Fall River