

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Textiles International Ltd.		08/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Best Textiles Acquisition, LLC
Street Address:	223 Riverview Drive, Suite H
City:	Danville
State/Country:	VIRGINIA
Postal Code:	24541
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2439277	ALLURA
Registration Number:	0653468	ARTEX
Registration Number:	1732320	ARTEX COLOR-GUARD
Registration Number:	1239503	ASCOT DAMASK BY ARTEX
Registration Number:	1139639	BETTER YET
Registration Number:	1839979	CAROUSEL
Serial Number:	77294053	CENTURA
Serial Number:	77294042	CENTURA
Registration Number:	1641741	GENIE SYSTEM
Registration Number:	2678619	PROSCRUB
Registration Number:	1936290	REGENCY
Registration Number:	1974098	RIB RUB
Registration Number:	1512750	SUSSEX
Registration Number:	1512752	V.I.P.

CH \$365.00 2439277

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404.581.8620
Email: clkiedrowski@jonesday.com
Correspondent Name: Carrie L. Kiedrowski
Address Line 1: 1420 Peachtree Street, N.E., Ste. 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	223194-605002
NAME OF SUBMITTER:	Carrie L. Kiedrowski
Signature:	/Carrie L. Kiedrowski/
Date:	09/05/2008

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made as of the 29th day of August, 2008, by and between Best Textiles International Ltd., a Delaware corporation (“**Assignor**”), and Best Textiles Acquisition, LLC, a Delaware limited liability company (“**Assignee**”).

Recitals

A. Assignor is party to that certain Purchase Agreement (the “**Purchase Agreement**”) by and among Assignor, Assignee and Best Real Properties, Inc., a Delaware corporation, dated as of the same date hereof (the “**Purchase Agreement**”).

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the registered and unregistered trademarks, trade names and service marks, including those listed in Exhibit A attached hereto, owned by Assignor in connection with the Business (collectively, the “**Marks**”).

C. Assignee desires to acquire the Marks and the goodwill of the Business associated therewith and all registrations and applications therefor.

Agreement

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s worldwide right, title and interest in, to and under the Marks and the goodwill of the Business symbolized thereby and associated therewith, including, without limitation, the registrations identified on Exhibit A, and all registrations of and applications to register the Marks and renewals and extensions of the foregoing, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Marks, if any, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors and assigns.

2. Further Assurances. Assignor hereby agrees to execute, acknowledge and deliver, upon the request of Assignee, at Assignee’s expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Marks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

3. Governing Law. This Assignment will be deemed to be a contract made under the Laws of the State of New York and for all purposes will be governed by and interpreted in accordance with the Laws prevailing in the State of New York, without regard to principles of conflict of Laws.

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

5. Counterparts. This Assignment may be executed in several counterparts, each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.

6. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

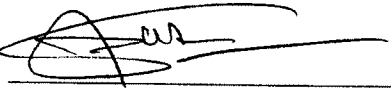
IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the date first set forth above.

ASSIGNOR:

BEST TEXTILES INTERNATIONAL LTD.,
a Delaware corporation

ASSIGNEE:

BEST TEXTILES ACQUISITION, LLC,
a Delaware limited liability company

By: 
Name: Sanjay Purohit
Title: CEO

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the date first set forth above.

ASSIGNOR:

BEST TEXTILES INTERNATIONAL LTD.,
a Delaware corporation

ASSIGNEE:

BEST TEXTILES ACQUISITION, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

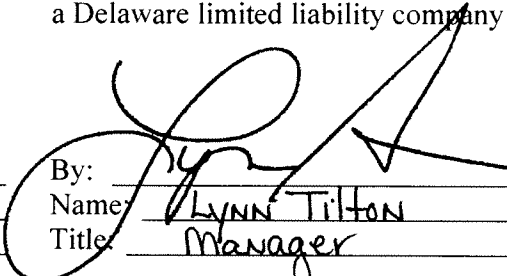
By:  _____
Name: Lynn Tilton
Title: Manager

EXHIBIT A

Marks

Mark Description	Federal Registration No.	Registration Date
Allura	2,439,277	March 27, 2001
Artex	653,468	October 22, 1957
Artex Color-Guard	1,732,320	November 17, 1992
Ascot Damask by Artex	1,239,503	May 24, 1983
Better Yet	1,139,639	September 16, 1980
Carousel	1,839,979	June 14, 1994
Centura	77/294,053 Application pending	Filed 10/2/07
Centura	77/294,042 Application pending	Filed 10/2/07
Genie System	1,641,741	April 16, 1991
Proscrub	2,678,619	January 21, 2003
Regency	1,936,290	November 21, 1995
Rib Rub	1,974,098	May 14, 1996
Sussex	1,512,750	November 15, 1988
V.I.P.	1,512,752	November 15, 1988
Artex	568,218	September 30, 2002