

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Burlington Industries LLC		12/24/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	201 Merritt 7
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06856-5201
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2545029	BH
Registration Number:	0504523	BURLINGTON
Registration Number:	2374803	BURLINGTON
Registration Number:	2482324	BURLINGTON
Registration Number:	2147243	BURLINGTON
Registration Number:	0504046	BURLINGTON
Registration Number:	0138483	BURLINGTON
Registration Number:	0998002	BURLINGTON HOUSE
Registration Number:	0507505	BURLINGTON HOUSE
Registration Number:	2389944	BURLINGTON
Registration Number:	0855164	BURLINGTON
Registration Number:	0855166	BURLINGTON
Registration Number:	2393660	M.C.S.
Registration Number:	2218338	M.C.S. MOISTURE CONTROL SYSTEM

**OP \$390.00 2545029**

Registration Number:	0661094	RAEFORD
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**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312/876-7628  
Email: linda.kastner@lw.com  
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins  
Address Line 1: 233 S. Wacker Drive  
Address Line 2: Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	12/24/2008

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined below) and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among International Textile Group, Inc., a Delaware corporation (f/k/a Safety Components International, Inc.) ("ITG"), ITG Holdings, Inc., a Delaware corporation (f/k/a International Textile Group, Inc.) ("Holdings"), Burlington Industries LLC, a Delaware limited liability company ("Burlington"), Carlisle Finishing LLC, a Delaware limited liability company ("Carlisle"), Cone Denim LLC, a Delaware limited liability company ("Denim"), Cone Jacquards LLC, a Delaware limited liability company ("Jacquards"), Automotive Safety Components International, Inc., a Delaware corporation ("ASCI"), Safety Components Fabric Technologies, Inc., a Delaware corporation ("SCFTI") (ITG, Holdings, Burlington, Carlisle, Jacquards, ASCI and SCFTI, collectively, the "US Borrowers"), Automotive Safety Components International Limited, a limited liability company incorporated in England and Wales with registered number 02640241 ("UK Borrower") (US Borrowers and UK Borrower, collectively, the "Borrowers"), the other Persons party thereto that are designated as a "Credit Party", General Electric Capital Corporation, a Delaware corporation, in its individual capacity, as Agent for the several financial institutions from time to time party to thereto (collectively, the "Lenders" and individually each a "Lender") and for itself as a Lender (including as Swingline Lender) and L/C Issuer, and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each US Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the

Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

INTERNATIONAL TEXTILE GROUP, INC.

By: Neil W. Koonce

Name: Neil W. Koonce

Title: Vice President

BURLINGTON INDUSTRIES LLC

By: Neil W. Koonce

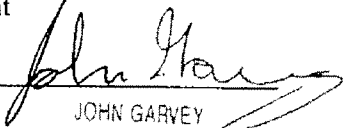
Name: Neil W. Koonce

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: JOHN GARVEY  
Title: DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

**Material Trademarks and Trademark Applications**

Grantor	Trademark Description	Registration/Application Number	Date of Registration/Application
International Textile Group, Inc.	ITG	76/604,980	Filed 8/2/2004
	ITG INTERNATIONAL TEXTILE GROUP	76/604,977	Filed 8/2/2004
Burlington Industries LLC	BH (Design)	2,545,029	Registered 3/5/2002
	BURLINGTON	504,523	Registered 11/30/1948
	BURLINGTON	2,374,803	Registered 8/8/2000
	BURLINGTON	2,482,324	Registered 8/28/2001
	BURLINGTON	2,147,243	Registered 3/31/1998
	BURLINGTON	504,046	Registered 11/16/1948
	BURLINGTON (Stylized in Arch)	138,483	Registered 12/28/1920
	BURLINGTON HOUSE	998,002	Registered 11/12/1974
	BURLINGTON HOUSE (Stylized)	507,505	Registered 3/8/1949
	BURLINGTON W/ WEAVE LOGO	2,389,944	Registered 9/26/2000
	BURLINGTON W/ WEAVE LOGO on top	855,164	Registered 8/20/1968
	BURLINGTON W/ WEAVE LOGO on top	855,166	Registered 8/20/1968
	M.C.S.	2,393,660	Registered 10/10/2000
	M.C.S. MOISTURE CONTROL SYSTEM	2,218,338	Registered 1/19/1999
	RAEFORD	661,094	Registered 4/29/1958



2. IP LICENSES

**Material IP Licenses**

None.