

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burlington Industries LLC		12/24/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Clearlake Capital Partners, LLC		
Street Address:	9665 Wilshire Boulevard		
Internal Address:	Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	LIMITED LIABILITY COMPANY: 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.	

OP \$390.00 2545029

900123667

TRADEMARK  
REEL: 003911 FRAME: 0368

Registration Number:	2218338	M.C.S. MOISTURE CONTROL SYSTEM
Registration Number:	0661094	RAEFORD

#### 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:	12/30/2008

#### Total Attachments: 9

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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 Clearlake Capital Partners, LLC ("CCP"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, the Company is a party to that certain Senior Subordinated Note Purchase Agreement, dated as of June 6, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), with Canyon Value Realization Fund, L.P., a Delaware limited partnership, CCP F, L.P., a Delaware limited partnership, Reservoir Capital Partners, L.P., a Delaware limited partnership, Reservoir Capital Investment Partners, L.P., a Delaware limited partnership, Reservoir Capital Master Fund II, L.P. and all additional Purchasers from time to time party thereto (the "Purchasers").

WHEREAS, the Company and the other Grantors have asked the Purchasers to enter into Amendment No. 2 to Senior Subordinated Note Purchase Agreement, dated as of the date hereof (the "NPA Amendment") to increase the Indebtedness permitted at certain subsidiaries of the Company and to effect certain modifications as described therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Company; 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 foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Collateral 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 Collateral Agent for the

benefit of the Secured Parties, and grants to the Collateral 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;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) 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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.  
APPAREL FABRICS PROPERTIES, INC.  
BURLINGTON INDUSTRIES LLC  
BURLINGTON INDUSTRIES V, LLC  
BURLINGTON WORLDWIDE INC.  
CARLISLE FINISHING LLC  
CONE ACQUISITION LLC  
CONE ADMINISTRATIVE AND SALES LLC  
CONE DENIM LLC  
CONE DENIM WHITE OAK LLC  
CONE INTERNATIONAL HOLDINGS, INC.  
CONE INTERNATIONAL HOLDINGS II, INC.  
~~CONE JACQUARDS LLC~~  
INTERNATIONAL TEXTILE GROUP  
ACQUISITION GROUP LLC  
SAFETY COMPONENTS FABRIC  
TECHNOLOGIES, INC.  
WLR CONE MILLS IP, INC.

By:

  
Name: Willis C. Moore

Title: Executive Vice President and CFO

*Signature Page  
to  
Trademark Security Agreement*

VALENTEC WELLS, LLC

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By: Neil W. Koonce  
Name: Neil W. Koonce  
Title: Sole Manager

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*Signature Page  
to  
Trademark Security Agreement*

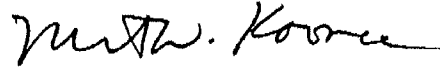
**TRADEMARK  
REEL: 003911 FRAME: 0373**

NARRICOT INDUSTRIES LLC

By: International Textile Group, Inc., its sole  
member

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By:



Name: Neil W. Koonce

Title: Vice President

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*Signature Page  
to  
Trademark Security Agreement*

BURLINGTON INDUSTRIES V, LLC  
By: Burlington Industries, LLC, its sole member

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By: Neil W. Koonce  
Name: Neil W. Koonce  
Title: Vice President

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*Signature Page  
to  
Trademark Security Agreement*



ACCEPTED AND AGREED as of the date first above written:

CLEARLAKE CAPITAL PARTNERS, L.L.C., as Collateral Agent

By: CCG Operations, LLC, its managing member

By:  \_\_\_\_\_  
Manager

*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
WLR Cone Mills IP, Inc.	CONE	2,306,233	Registered 4/2000
	CONE	78/562,018	Filed 2/7/2005
	CONE & PINE CONE Design	879,564	Registered 10/28/1969
	CONE and Design	879,564	Registered 10/28/1969
	CONE DENIM	78/561,942	Filed 2/7/2005
	WHITE OAK	76/572,177	Filed 1/23/2004
	WHITE OAK DENIM	76/572,176	Filed 1/23/2004
	WHITE OAK PLANT	76/572,175	Filed 1/23/2004
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/	855,164	Registered 8/20/1968

Grantor	Trademark Description	Registration/Application Number	Date of Registration/Application
	WEAVE LOGO on top		
	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
Safety Components Fabric Technologies, Inc.	GLIDE II	2,317,280	Registered 2/8/2000
	DUNEAN CHAMBRAY	2,420,205	Registered 1/9/2001
	FUSION	2,433,957	Registered 3/6/2001
	ABSOLUTE-WICK	2,735,003	Registered 7/8/2003
	WEATHERMAX	2,933,751	Registered 3/15/2005
	TRADITION	3,015,999	Registered 11/15/2005
	COMMANDER	3,016,000	Registered 11/15/2005
	HYDROMAX	76/576,656	Filed 2/23/2004
	FUSION Z	2,927,550	Registered 2/22/2005
	ULTRAPERME	76/487,324	Filed 1/31/2003

## 2. IP LICENSES

### Material IP Licenses

None.