

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMAC COMMERCIAL FINANCE LLC		12/03/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	DAN RIVER INC.		
Street Address:	2291 Memorial Drive		
City:	Danville		
State/Country:	VIRGINIA		
Postal Code:	24541		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3014185	NO TRACE	
Registration Number:	3325518	NO TRACE	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-331-3627		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	034566. 4 & 5		
NAME OF SUBMITTER:	03/19/2010		
Signature:	/mea/		

OP \$65.00 3014185

TRADEMARK

Date:

03/19/2010

Total Attachments: 17

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RELEASE OF SECURITY INTEREST

Pursuant to Paragraph 15 of the attached Order Authorizing the Trustee to Sell Intellectual Property (No Trace) Free and Clear of All Liens, Claims, and Encumbrances signed by United States Bankruptcy Judge Brendan L. Shannon and dated December 3, 2009, any and all claims and interests with respect to U.S. Patent No. 7,109,324, U.S. Patent No. 6,861,520, U.S. Trademark Reg. No. 3,014,185, and U.S. Trademark Reg. No. 3,325,518 are unconditionally released, discharged, and terminated.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 7
DAN RIVER HOLDINGS LLC, et al. ¹ ,)	
)	Case No. 08-10726 (BLS)
Debtors.)	
)	(Jointly Administered)

Re: Docket No. 684

**ORDER AUTHORIZING THE TRUSTEE TO SELL INTELLECTUAL PROPERTY
(NO TRACE) FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES**

1. Jeffrey L. Burtch, Trustee in the above captioned cases, has filed a Motion of Chapter 7 Trustee to sell Intellectual Property (No Trace) Free and Clear of Liens, Claims and Encumbrances (the "Motion").

2. The Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. 1334; this is a core proceeding under 28 U.S.C. § 157(b)(2).

3. Proper Notice of the Motion has been given.

4. The Motion seeks to sell assets of the Dan River Inc. estate identified in the Agreement attached hereto as Attachment 1.

5. The Motion is GRANTED. Any objection not made to the Motion is waived. Any objection made to the Motion is overruled with prejudice.

6. The relief requested in the Motion is in the best interests of the Dan River Inc. estate and its creditors.

7. The procedures utilized by the Trustee to maximize the value of the Acquired

¹ The Debtors are the following entities: Dan River Holdings LLC, Dan River, Inc., Dan River Factory Stores, Inc., Dan River International Ltd. and The Bibb Company LLC.

Assets² are approved. Angle Enterprises, LLC (sometimes referred to hereinafter as the "Buyer") has submitted the highest and best offer for the Acquired Assets.

8. The Buyer is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

9. The Buyer is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101.

10. The consideration provided by the Agreement constitutes reasonably equivalent value and fair consideration. The standards of 11 U.S.C. § 363(b) are satisfied.

11. The Agreement with Angle Enterprises, LLC is approved. Pursuant to the terms and conditions set forth on the Agreement, the Trustee is authorized to sell the Acquired Assets to the Buyer for the amount of \$45,000.00, free and clear of all liens, interests, and encumbrances, pursuant to 11 U.S.C. § 363(b), (f) and (m).

12. Payment of the balance of the Purchase Price is due to the Trustee at Closing.

13. The sale proceeds, including the Deposit are property of the Dan River Inc. estate, free and clear of all liens, interests, and encumbrances and may be held by the Trustee in one of his general estate accounts.

14. This order is effective as a final finding and ruling that the consummation of the transactions contemplated by this Agreement will not conflict with or result in a violation or breach of any law or court order applicable to the Trustee or any of the Acquired Assets, or conflict with or result in a violation or breach of any other contractual obligation of Trustee.

15. This order is effective as a final finding and ruling that, upon Closing, any and all claims and interests, if any, are, without further action by any person or entity, unconditionally

² Unless otherwise defined, capitalized terms shall have the meaning ascribed to them in the Agreement.

released, discharged and terminated with respect to the Acquired Assets.


16. If any person or entity that has filed or recorded financing statements or other documents or agreements evidencing or perfecting liens upon or against the purchased assets shall not have delivered to the Trustee prior to Closing, in proper form for filing and executed by the appropriate persons, termination statements, instruments of satisfaction, and releases of liens (collectively, the "Release Documents"), the Trustee is authorized and directed to execute and provide to the Buyer for filing any such Release Documents on behalf of such person or entity with respect to such purchased assets. Any such Release Documents discussed in this paragraph 16 shall be drafted by the Buyer at its sole expense, and shall be subject to reasonable approval by the Trustee. Any and all filing, recording, registration or similar fees contemplated by this paragraph 16 shall be borne exclusively by the Buyer.

17. The Trustee is authorized to enter into, and consummate, the Agreement. The Trustee is authorized to execute and deliver any other instrument or document to effectuate the terms of this Order and the Agreement.

18. All private parties and persons of every nature and description are prohibited from interfering in any way, or otherwise impeding, with the terms of this Order or the consummation of the Agreement.

19. This order shall be effective immediately, notwithstanding the stay under Rule 6004(h), or any other applicable statutes or rules.

Dated: December 3, 2009



HONORABLE BRENDAN L. SHANNON
United States Bankruptcy Judge

ATTACHMENT 1

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), is made and entered into as of October 26, 2009, by and between Jeffrey L. Burtch, solely in his capacity as chapter 7 trustee ("Seller") for the bankruptcy estate of Dan River, Inc., *et al.* (collectively, "Debtors"), and Angle Enterprises, L.L.C. ("Buyer").

WITNESSETH:

WHEREAS, on April 20, 2008, the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 - 1532 (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which cases are being administered under Case No. 08-10726 (BLS) (the "Bankruptcy Case").

WHEREAS, on December 17, 2008, the cases were converted to cases under Chapter 7 of the Bankruptcy Code.

WHEREAS, on December 17, 2008, the Office of the United States Trustee appointed Seller as chapter 7 trustee for the chapter 7 bankruptcy estates (the "Estates").

WHEREAS, the Estates are the owners of the Acquired Assets (hereinafter defined).

WHEREAS, the Seller wishes to sell the Acquired Assets to the Buyer subject to the approval of the Bankruptcy Court.

WHEREAS, Buyer desires to purchase the Acquired Assets from Seller, and Seller desires to sell the Acquired Assets to Buyer, in consideration of the receipt of the Purchase Price (hereinafter defined), in the manner and subject to the terms and conditions set forth herein and in accordance with Section 363 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, in reliance upon the mutual covenants and agreements hereinafter set forth and subject to the terms and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1. SALE AND PURCHASE OF ASSETS

1.1 Sale and Purchase of Assets. Subject to the terms and conditions set forth in this Agreement and the approval of the Bankruptcy Court, Seller agrees to sell to Buyer on the Closing Date (hereinafter defined) and Buyer agrees to purchase from Seller on the Closing Date the following assets (collectively, the "Acquired Assets"):

- (a) All intellectual property listed on Exhibit A.

For the avoidance of doubt, there is other intellectual property that is property of the chapter 7 estates that are not Acquired Assets.

1.2 Purchase Price. The purchase price payable by Buyer to Seller in consideration for the sale of the Acquired Assets shall be US \$45,000.00 (the "Purchase Price"), payable at Closing (hereinafter defined). The Buyer shall pay to the Seller the amount of \$7,000.00 (the "Deposit") on or before 2 business days after execution of this Agreement. Such Deposit shall be held in escrow by the Trustee pending entry of a final, non-appealable Sale Order approving this Agreement. Thereafter, the Trustee may transfer the Deposit to one of his general estate accounts and shall apply the amount of the Deposit to the Purchase Price. If the Trustee fails to obtain the entry of a final, non-appealable Sale Order approving this Agreement, then the Trustee shall reimburse the Buyer the full amount of the Deposit.

1.3 Closing. The sale and purchase as provided in this Agreement shall be consummated (the "Closing") on a date (the "Closing Date"), selected by Buyer, no later than five (5) business days after the entry of a final, non-appealable order (the "Sale Order") of the Bankruptcy Court approving the sale at the offices of the Seller or at such other place as the parties may otherwise agree in writing.

1.4 Deliveries by Seller. At the Closing, Seller shall convey the Acquired Assets by executing the assignments attached hereto as Exhibit B and Exhibit C.

1.5 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the unpaid balance of the Purchase Price by cashier's check, certified check, payable to "Jeffrey L. Burtch, Chapter 7 Trustee," or such other method of payment as is acceptable to the Seller. The Seller will not accept wire transfers.

1.6 As is, Where is Nature of Sale. Buyer acknowledges and agrees that, except as otherwise expressly provided herein, Buyer is purchasing the Acquired Assets on a strict as-is, where-is basis, in their present condition, without any warranties of any kind on behalf of the Seller, the Estate or the Debtors, express or implied, including, but not limited to, any warranties as to merchantability or fitness for a particular purpose.

ARTICLE 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Seller. Seller represents, warrants and covenants, as applicable, to Buyer, as follows:

- (a) Seller is the duly appointed chapter 7 bankruptcy trustee for the Estates.
- (b) Subject to approval and entry of the Sale Order by the Bankruptcy Court, Seller has the requisite authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
- (c) The consummation of the transactions contemplated by this Agreement will not conflict with or result in a violation or breach of any law or court order applicable to

Seller or any of the Acquired Assets, or conflict with or result in a violation or breach of any other contractual obligation of Seller.

2.2 Buyer. Buyer represents, warrants and covenants, as applicable, to Seller, as follows:

(a) Buyer has sufficient financial resources to consummate the transactions contemplated by this Agreement.

(b) As of the date of the Closing, Buyer (or its assignee) shall be in good standing and completely formed.

ARTICLE 3. CONDITIONS TO CLOSING

3.1 Conditions to Obligations of Each Party. The obligations of each party to this Agreement to effect the transactions contemplated to occur on the Closing Date shall be subject to the satisfaction or, to the extent permitted by applicable law, waiver of each of the following conditions:

(a) The Bankruptcy Court shall have approved this Agreement and the transactions contemplated hereby by entry of the Sale Order and the Sale Order shall not be subject to a stay; and

(b) No temporary restraining order, preliminary or permanent injunction, stay or other order issued by any governmental authority preventing the consummation of the transactions contemplated hereby to occur at the Closing Date shall be in effect.

3.2 Conditions to Obligation of Buyer. The obligation of Buyer to effect the transactions contemplated hereby to occur at the Closing Date and to fund on the Closing Date shall be subject to the satisfaction or, to the extent permitted by applicable law, waiver of each of the following conditions:

(a) Each of the representations and warranties of Seller set forth in this Agreement shall be true and correct on the Closing Date as though made on and as of the Closing Date; and

(b) The terms of the Sale Order are subject to Buyer's reasonable approval.

ARTICLE 4. GENERAL PROVISIONS

4.1 Expenses. Each party shall be solely responsible for and bear all of its own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisers, incurred at any time in connection with pursuing or consummating the Agreement and the transactions contemplated thereby.

4.2 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered personally to the recipient, (b) one (1) Business Day after the date when sent to the recipient by reputable express courier service (charges prepaid), or (c) seven (7) Business Days after the date when mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, if delivered personally (with written confirmation of receipt), on the date of such delivery or, if sent via facsimile, on the date of the transmission of the facsimile, provided that the sender thereof receives written confirmation that the facsimile was successfully delivered to the intended recipient. Such notices, demands and other communications shall be sent to Seller and to Buyer at the addresses indicated below:

If to Buyer, to:

Megan E. Adams, Esquire
Moore & Van Allen
100 North Tryon Street, Suite 4700
Charlotte, NC 28202-4003
Facsimile: (704) 409-5611

If to Seller, to:

The Trustee:
Jeffrey L. Burtch
Cooch and Taylor P.A.
1000 West Street
Wilmington, DE 19801
Facsimile: (302) 984-3939

And with a copy to (which shall not constitute notice):

Cooch and Taylor P.A.
1000 West Street
Wilmington, DE 19801
Attn: Adam Singer, Esquire
Facsimile: (302) 984-3939

or to such other address or facsimile number as such party may indicate by a notice delivered to the other party hereto.

4.3 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all other understandings and negotiations with respect thereto. This Agreement may be amended only in a writing signed by all parties hereto. Any provision of this Agreement may be waived only in a writing signed by the party to be charged with such waiver. No course of dealing among the parties shall be effective to amend or waive any provision of this Agreement.

4.4 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or email transmission), each of which will be deemed an original and all of which together will constitute one and the same instrument.

4.5 Time of Essence; Specified Dates. Time is of the essence for this Agreement and in the performance of the obligations and covenants to be performed or satisfied by the parties. Wherever a date specified in this Agreement falls on a day other than a business day, the date shall be extended to the next succeeding business day.

4.6 Further Assurances. After the Closing, each party shall take such further actions and execute such further documents as may be necessary or reasonably requested by any other party in order to effectuate the intent of this Agreement and to provide such other party with the intended benefits of this Agreement. All documents discussed in this Section 4.6 shall be drafted by the Buyer at its sole expense, and shall be subject to reasonable approval by the Seller. Any and all filing, recording, registration or similar fees contemplated by this Agreement relating to the preservation of the Acquired Assets shall be borne exclusively by the Buyer.

4.7 Assignment. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto, provided, no party may assign its rights or obligations hereunder without the prior written consent of the other party, except that Buyer may assign all or any portion of its rights and responsibilities hereunder to any entity wholly-owned by the Buyer or one of its affiliates.

4.8 Successors and Assigns; Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the parties to this Agreement that the Agreement be for the sole and exclusive benefit of such parties or such successors and permitted assigns and not for the benefit of any other person.

4.9 Survival. The representations, warranties and covenants of the Seller shall survive the Closing.

4.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

4.11 Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

4.12 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

4.13 No Personal Liability. Notwithstanding anything in this Agreement to the contrary, Buyer acknowledges and agrees that (a) Seller is acting hereunder solely in his capacity as the Bankruptcy Court appointed chapter 7 trustee of the Estates in the Bankruptcy Case and that Seller shall not have any personal liability to Buyer and Buyer shall not have any recourse

against Seller, in his individual capacity, and (b) the Buyer's sole recourse (if any) shall be against the Estates.

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

JEOFFREY L. BURTCH, solely in his capacity as
Chapter 7 Trustee for the bankruptcy estates of Dan
River, Inc., et al

By: 

Name: Jeffrey L. Burtch

Address: Cboch and Taylor, P.A.
The Brandywine Building
1000 West Street, 10th Floor
P.O. Box 1680
Wilmington, DE 19899-1680

Angle Enterprises, L.L.C.

By: 

Name: Angela Newnam

Title: President and Chief Executive Officer

Address: 2475 Kalorama Rd. NW
Washington, D.C. 20008

EXHIBIT A TO ASSET PURCHASE AGREEMENT (NO TRACE)

TRADEMARK REGISTRATIONS

Serial Number	Reg. Number	Word Mark
42	78976381	3014185 NO TRACE
43	78210994	3325518 NO TRACE

US PATENTS
PATENT #

TITLE

7,109,324	Process for chemically bonding an odor-encapsulating agent to textiles and textiles formed by the process
6,861,520	Process for chemically bonding an odor-encapsulating agent to textiles and textiles formed by the process

EXHIBIT B

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, made by Dan River, Inc., a company incorporated in the state of Georgia, and having its previous principal place of business at 2291 Memorial Drive, Danville, VA 24543, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, as the Assignor and the Assignee (as defined below) are parties to a certain Asset Purchase Agreement that conveys to Assignee all right, title, and interest of Dan River, Inc. in and to the United States patent and/or patent applications identified on the attached Schedule and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS Angle Enterprises, LLC, a limited liability company of the state of Delaware, having its principal place of business at 2475 Kalorama Rd. NW, Washington, D.C. 20008, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

TRADEMARK

REEL: 004170 FRAME: 0628

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this the ___ day of December, 2009.

By: _____ (SEAL)

JEOFFREY L. BURTCH, solely in his capacity as
Chapter 7 Trustee for the bankruptcy estates of Dan
River, Inc., et al.

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby
certify that _____, personally came before me this day and acknowledged that he is _____ of
and acknowledged, on behalf of _____, the due execution of the foregoing instrument.
Witness my hand and official seal, this the _____ day of _____,
_____.

(Official Seal)

Notary Public

My commission expires: _____

SCHEDULE

Patent No.	Filing Date	Title
6,861,520	April 30, 2003	PROCESS FOR CHEMICALLY BODING AN ODOR-ENCAPSULATING AGENT TO TEXTILES AND TEXTILES FORMED BY THE PROCESS
7,109,324	February 7, 2005	PROCESS FOR CHEMICALLY BODING AN ODOR-ENCAPSULATING AGENT TO TEXTILES AND TEXTILES FORMED BY THE PROCESS

EXHIBIT C

TRADEMARK ASSIGNMENT

Dan River, Inc., a corporation incorporated in Georgia, and having its previous place of business at 2291 Memorial Drive, Danville, VA 24543 ("Assignor"), has entered an agreement to convey its rights in the NO TRACE trademark (the "Trademark") and the United States trademark registrations identified on Schedule A attached hereto directed to the Trademark (the "Registrations").

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Angle Enterprises, LLC, a Delaware limited liability company having a place of business at 2475 Kalorama Rd. NW, Washington, D.C. 20008 ("Assignee"), the entire right, title and interest in and to the Trademark, including the Registrations and renewals and all common law rights therein, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark, and the right to sue and recover for any and all past, present and future infringements of the Trademark and to oppose any application to register a trademark that may be confusingly similar to the Trademark.

Witness my hand and seal this ____ day of December 2009.

By: _____

JEFFREY L. BURTCH, solely in his capacity as Chapter 7 Trustee for the bankruptcy estates of Dan River, Inc., et al.

County of _____)
State of _____)

Then personally appeared the above named _____ of the Seller and acknowledged the foregoing act to be his or her free act and deed, before me, this ____ day of _____, 2009.

Notary Public

My commission expires:

SCHEDULE A

Trademark Registrations

TRADEMARK	U.S. REG. NO.	REG. DATE
NO TRACE	3,014,185	November 8, 2005
NO TRACE	3,325,518	October 30, 2007