

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
Glenoit LLC		10/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC		
Street Address:	32 Avenue of the Americas		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77946210	MINOR DETAILS	
Serial Number:	77384424	THE CHEF'S KITCHEN	
Serial Number:	77728304	THE ULTIMATE KITCHEN RUG	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4045818052		
Email:	rcampbell@jonesday.com		
Correspondent Name:	Richard U. Campbell		
Address Line 1:	1420 Peachtree St. NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	223194-615014		

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**TRADEMARK
 REEL: 004306 FRAME: 0297**

NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	10/28/2010
Total Attachments: 5 source=DLI_6325692_2_Glenoit LLCIP Security Agreement (Trademarks) 102610#page1.tif source=DLI_6325692_2_Glenoit LLCIP Security Agreement (Trademarks) 102610#page2.tif source=DLI_6325692_2_Glenoit LLCIP Security Agreement (Trademarks) 102610#page3.tif source=DLI_6325692_2_Glenoit LLCIP Security Agreement (Trademarks) 102610#page4.tif source=DLI_6325692_2_Glenoit LLCIP Security Agreement (Trademarks) 102610#page5.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated October 26, 2010, is made by Glenoit LLC, a Delaware limited liability Company (the “Grantor”), in favor of Patriarch Partners Agency Services, LLC (“PPAS”), as agent (the “Agent”) for the Lenders (as defined below).

WHEREAS, Grantor and Ex-Cell Home Fashions, Inc., a New York corporation (“Ex-Cell”), have entered into a Credit Agreement dated as of October 9, 2007 (as may be amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), with PPAS, as Agent, and the lenders party thereto (the “Lenders”). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, Grantor executed that certain Security Agreement dated as of October 9, 2007 (as may be amended, supplemented or otherwise modified from time to time, the “Security Agreement”) by Grantor, Ex-Cell and Glenoit Universal, Ltd., a Delaware corporation, in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and executed that certain Intellectual Property Security Agreement recorded with the U.S. Patent and Trademark Office on October 30, 2007, under Reel 3650, Frame 0396.

WHEREAS, the Grantor has acquired additional trademarks and is required under the terms of the Security Agreement to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the “Trademarks”);
- (b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and
- (c) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any Action with respect to this IP Security Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this IP Security Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this IP Security Agreement and agrees that any Action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all 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.

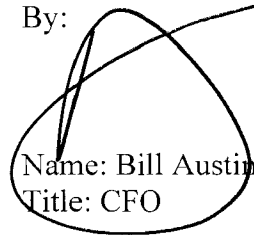
Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

GLENOIT LLC

By:



Name: Bill Austin
Title: CFO

Exhibit A: Trademarks

<i>Mark</i>	<i>Country</i>	<i>Owner</i>	<i>Matter</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Goods/Services</i>	<i>Due Dates</i>
MINOR DETAILS	United States	Glenoit LLC	384339	77/946,210	02/26/2010			<p>06 - Metal hardware for use with draperies and curtains, namely, tubing and tracks, brackets, supports, slides, and cord pulleys (Int. 6);</p> <p>20 - Decorative pillows, non-metal shower curtain hooks, and metal and non-metal shower curtain rings; non-metal hardware for draperies and curtains, namely, rods, poles, tubing and tracks, finials, brackets, supports, and pole rings, slides, and cord pulleys; pole rings, slides, and cord pulleys; bathroom accessories made of metal, namely, shower curtain hooks; metal hardware for use with draperies and curtains, namely, rods, poles, finials, and pole rings (Int. 20);</p> <p>21 - Bathroom accessories, namely, soap dishes, toothbrush holders, wastebaskets, bathroom tumblers, lotion pump dispensers sold empty, and tissue holders; bathroom accessories made of metal, namely, soap dishes, toothbrush holders, wastebaskets, lotion pump dispensers sold empty, tissue holders (Int. 21);</p> <p>24 - Bed linens, namely, bed sheets, pillow cases, pillow shams, bed skirts, dust ruffles, bed blankets, blanket throws, bedspreads, comforters, comforter covers, duvets, duvet covers, quilts, and coverlets; bath towels, hand towels, and wash cloths; fabric shower curtains; fabric window treatments, namely, curtains, curtain tie-backs, draperies, valances, window panels, and swags; kitchen linens, namely, kitchen towels and dish cloths; table linens of textile, namely, tablecloths, table runners, placemats, and cloth napkins (Int. 24);</p> <p>27 - Rugs, bath rugs, and bath mats (Int. 27); and</p>	<p>03/28/2011 Statement of Use 03/28/2011 File ITU Extension</p>

<i>Mark</i>	<i>Country</i>	<i>Owner</i>	<i>Matter</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Goods/Services</i>	<i>Due Dates</i>
								28 - Children's play mats for use with games and toys (Int. 28).	
THE CHEF'S KITCHEN	United States	Glenoit LLC	338409	77/384,424	01/30/2008			27 - Rugs (Int. 27).	
THE ULTIMATE KITCHEN RUG	United States	Glenoit LLC	371119	77/728,304	05/04/2009	3,776,483	04/13/2010	27 - Rugs (Int. 27).	04/13/2016 Affidavit of Use 04/13/2020 Renewal