

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
Ex-Cell Home Fashions, Inc.		10/26/2010	CORPORATION: NEW YORK

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: 5

Property Type	Number	Word Mark
Serial Number:	78309333	DECK MATE
Serial Number:	74143362	DESIGN NETWORK
Serial Number:	77776797	DOUBLE TAKE
Serial Number:	77591461	ECO-SOFT
Registration Number:	2764764	WATERGARD

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

CH \$140.00 78309333

ATTORNEY DOCKET NUMBER:	223194-615014
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	10/29/2010
Total Attachments: 4 source=DOC053#page1.tif source=DOC053#page2.tif source=DOC053#page3.tif source=DOC053#page4.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 Ex-Cell Home Fashions, Inc., a New York corporation (the "Grantor"), in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Grantor and Glenoit LLC, a Delaware limited liability company ("Glenoit"), 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, Glenoit 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.

EX-CELL HOME FASHIONS, INC.

By:

A handwritten signature in black ink, appearing to be "Bill Austin", written over the printed name.

Name: Bill Austin
Title: CEO

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>
DECK MATE	United States	Ex-Cell Home Fashions, Inc.	296338	78/309,333	10/03/2003	2,963,939	06/28/2005	27 - Rugs, floor mats made primarily of natural and synthetic textile fibers for indoor and outdoor use (Int. 27).	06/28/2011 Affidavit of Use 06/28/2015 Renewal
DESIGN NETWORK	United States	Ex-Cell Home Fashions, Inc.	296339	74/143,362	03/01/1991	1,675,146	02/11/1992	24 - Towels, pot holders and kitchen ensembles; namely, oven mitts, dish cloths, placemats not of paper and tablecloths not of paper (Int. 24).	02/11/2012 Renewal
DOUBLE TAKE	United States	Ex-Cell Home Fashions, Inc.	376731	77/776,797	07/08/2009	3,749,418	02/16/2010	24 - Shower curtains (Int. 24).	02/16/2016 Affidavit of Use 02/16/2020 Renewal
ECO-SOFT	United States	Ex-Cell Home Fashions, Inc.	362065	77/591,461	10/13/2008			24 - Shower curtain liners (Int. 24).	
WATERGARD	United States	Ex-Cell Home Fashions, Inc.	331926	76/099,551	07/31/2000	2,764,764	09/16/2003	24 - Shower curtain and shower curtain liners (Int. 24)	09/16/2013 Renewal