TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the extra trademark (MINOR DETAILS) that was inadvertently included in the schedule of secured marks previously recorded on Reel 004306 Frame 297. Assignor(s) hereby confirms the extra trademark (MINOR DETAILS) was inadvertently included in the schedule of secured marks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glenoit LLC		110/26/2010 I	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: 1

Property Type	Number	Word Mark
Serial Number:	77946210	MINOR DETAILS

CORRESPONDENCE DATA

(404)581-8330 Fax Number:

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

900176652

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 223194-615014

•	
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	11/04/2010
Total Attachments: 14	
source=Glenoit-TM-USPTO#page1.tif	
source=Glenoit-TM-USPTO#page2.tif	
source=Glenoit-TM-USPTO#page3.tif	
source=Glenoit-TM-USPTO#page4.tif	
source=Glenoit-TM-USPTO#page5.tif	
source=DLI_6325692_2_Glenoit LLCIP Se	curity Agreement (Trademarks) 102610#page1.tif
source=DLI_6325692_2_Glenoit LLCIP Se	curity Agreement (Trademarks) 102610#page2.tif
source=DLI_6325692_2_Glenoit LLCIP Se	curity Agreement (Trademarks) 102610#page3.tif
source=DLI_6325692_2_Glenoit LLCIP Se	curity Agreement (Trademarks) 102610#page4.tif
source=DLI_6325692_2_Glenoit LLCIP Se	curity Agreement (Trademarks) 102610#page5.tif
source=DLI_6325692_2_Glenoit LLC_IP Se	ecurity Agreement (Trademarks) 102610 Revised#page1.tif
source=DLI_6325692_2_Glenoit LLC_IP Se	ecurity Agreement (Trademarks) 102610 Revised#page2.tif
source=DLI_6325692_2_Glenoit LLC_IP Se	ecurity Agreement (Trademarks) 102610 Revised#page3.tif
source=DLI_6325692_2_Glenoit LLC_IP Se	ecurity Agreement (Trademarks) 102610 Revised#page4.tif

USPTO 10/28/2010 4:14:47 PM PAGE 4/005 Fax Server

TO:RICHARD U. CAMPBELL COMPANY:1420 PEACHTREE ST. NE

TRADEMARK ASSIGNMENT

Electronic Version v1.1 10/28/2010 Stylesheet Version v1.1 900175164

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
Gierion LLC		10/20/2010	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

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

ATTORNEY DOCKET NUMBER: 223194-615014 TRADEMARK
REEL: 004410 FRAME: 0772

1.00 7794621

0 065 H

USPTO 10/28/2010 4:14:47 PM PAGE 5/005 Fax Server

TO:RICHARD U. CAMPBELL COMPANY:1420 PEACHTREE ST. NE

NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	10/28/2010
source=DLI_6325692_2_Glenoit LLCIP Sec source=DLI_6325692_2_Glenoit LLCIP Sec source=DLI_6325692_2_Glenoit LLCIP Sec	curity Agreement (Trademarks) 102610#page1.tif curity Agreement (Trademarks) 102610#page2.tif curity Agreement (Trademarks) 102610#page3.tif curity Agreement (Trademarks) 102610#page4.tif curity 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 ("<u>Ex-Cell</u>"), 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 "<u>Credit Agreement</u>"), with PPAS, as Agent, and the lenders party thereto (the "<u>Lenders</u>"). 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. <u>Grant of Security</u>. 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 "<u>Collateral</u>"):
- (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. <u>Submission to Jurisdiction</u>. 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 <u>forum non conveniens</u>, 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. <u>Waiver of Jury Trial</u>. 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. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.
- Section 5. <u>Execution in Counterparts</u>. 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. <u>Conflict Provision</u>. 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.]

DLI-6325692v2 2

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 Austii Title: CFO

DLI-6325692v2

Exhibit A: Trademarks

PRETALLS United States Glenoit LLC 1894399 7779-946,210 (0226-2010) Gree-Acate Internet States and creatings candidates supports, sides, and creating candidates and creatings candidates and creating candidates and candidates and creating candid	Mark	Country	Owner	Matter	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods/Services	Due Dates
and to the control of	MINOR DETAILS			384339	77/946,210				06 - Metal hardware for use with	03/28/2011
S 'S									draperies and curtains, namely, tubing and tracks, brackets, supports, slides,	Statement of Use 03/28/2011
Approximate places and most and the most and an investigation of more metal above; certain finest and most and										File ITU Extension
man metal shower central nings, tand man metal shower central nings, tand currant, annely, reds, poles, unlag pole rings, sides, and cert pulsys pole rings, sides, and cert pulsys pole rings, index, and cert pulsys annels, shower centan books; metal mandys, there with darperies and currains, annels, reds, poles, finish, and pole rings (int. 20). 21. Balteroun accessories, namely, soon delshes, conditionals bolders, vanelabatics, lathroom unablers, long purp depentions of the annely, and sizes, bolders; bulleroun accessories, namely, way dishes, to softeness bolders; the force and context, annely, sizes, bolders; bulleroun certs, conditions to reds, annely, and sizes, bolders; bull to size conditions, consulted, contingent conditions, consulted, contingent conditions, consulted, contingent conditions, consulted, contingent contingent convert, quills, and coverlete built coverts, and the owners, and wash ones and contingent coverting, annely, contingent coverting									20 - Decorative pillows, non-metal	
ment handware for disperse cannot make the control of c									shower curtain hooks, and metal and	
and tenche, finish, bracker, supports, the content of tenche, finish, bracker, supports, profe times, tiskes, and root pulses; independent and content of tenches, and the pulses; metal hardware for the with furportes; and hardware for the with furportes; and curtatins, many by, rods, polies, finish, and pole ring (Ha. 20); 2. I - Hardware for the with furportes and tiskes hardware and tiskes holders wasterbases, hardware and tiskes holders wasterbases, hardware manely, and tiskes holders to that on the content of the content									non-metal shower curtain rings; non- metal hardware for draneries and	
pole triggs, sides, and cord pulleys; pole triggs, sides, and cord pulleys; Induction an excessories made of metal mandy, shower curtain hooks; metal curtains amonby; rods, ro									curtains, namely, rods, poles, tubing	
huttoom accessories mate of metal, mutukwar for use with dispersive and chuttoom accessories mate of metal, mutukwar for use with dispersive and chuttowar for use with dispersive and chuttowar for use with dispersive and chutton, smaley, sware finales, condensation blodges, fanals, and pode mage flut 20); 21 - Bathroom accessories, namely, swarehostes, chuttoom numbers, long dishes, tooding numb dispersers sold en psy, and tissue hodges; buttoom numbers, swarehostes, choton numbers, dispersers and confronter covers, duest, duest choton, faither downer converts, duest choton; faither downer converts, duest, duest choton, faither downer converts, duest, duest choton, faither downer converts, duest, duest choton, faither downer converts, duest, choton, faither downer converts, duest, manchy, curtains, curtain the coverts, and could number, and cold number, and cold number, and cold number, and cold number, and swarehoster, chuttors, valuers, manchy, curtains, curtain the choton, and cold number, and cold numbers, and cold number								·	and tracks, finials, brackets, supports,	
munch); Alowar crutini hooks; much hooks; much hooks or much hooks or much hooks; hoo									pole rings, slides, and cord pulleys;	
curtains, namely, rosk, poles, finials, and pote rings (tat. 20); 21 – Bathroom accessories, namely, sosk objects, wastebaskes, bathroom unwhers, longon pump dispersers sold empty, and tissue holders, wastebaskes, bathroom unwhers, longon pump dispersers sold empty, and tissue holders thatroom accessories made of metal, amerly, soop dishes, condrotash holders, wastebaskes, louknoom unwhers, longon pump dispersers sold empty, itsue holders (far. 21); 21 – Bed linna, amerly, took beers, pillow shams, bod sheers, pillow stans, bod sheers, considers, and that sheet, and waste deduction of the covers, and stans, bod sheers, covers, and stans, bod sheers, covers, and stans, bod sheers, covers, and sheers, and waste deduction in the chart, and waste, and waste, cuttain in the chart, and waste further linears, bud cuttain, and chart mars, and chart mars, and the mars (fair, 27); and (fair, 27); and									namely shower curtain hooks: metal	
curtains, namely, rode, poles, finisk, and pole rings (fut. 20); 21 - Bathroom accessories, namely, soughes, condends holders, wastebackets, buthroom tumblers, level on the poles, condends to the poles, condends holders, wastebacket, level no meal, manely, soag diets, condends holders, wastebacket, close holders; buthroom the cessories made of metal, manely, soag derney, tissue holders; buthroom decessories made of metal, manely, soag derney, tissue holders; buthroom decessories manely, bed shreet, pullow whene, cold shreet, pullow whene, cold shreet, dust mittles, buthroot, and coverage, pullow whene, conference, confere									hardware for use with draperies and	
21 - Badhroom accessories, namely, soasp dishes, tootherous holders, westelestes, behaviour numbers, louison pump dispersers sold empty, and sissue holders; bathroom accessories made for finedal namely, sevessories made for finedal namely, sevessories made for finedal namely, sevespories made for finedal namely, swap dishes, tootherus holders; swap dishes, tootherus holders, wastelestes, loutou pump dispensers sold empty, steas holders (Int. 21); 24 - Bed linens, namely, bed sheets, pilotes, swap dishes, confirens, comforters covers, quilts, and coveries, but the towels, and what folds; had towels and what folds; flabries shower curtains; that we had well and with the leavest extrains; that we had well and with the leavest extrains; that we had not an extrain the leavest extrains; that we had not an extrain the leavest extrains; that we had not an extrain the leavest extrains; that we had not an extrain the leavest extrains; that we had not an extrain the leavest extrains; that we had not an extrain the leavest extrains; that we had not an extrain the leavest extrains; that we had not an extrain that the leavest extrains and extend in the numery. Placemas, and cloth numbries (Int. 24); and									curtains, namely, rods, poles, finials,	
21 - Bathroom accessories, namely, sopp distince, toothorabe holders, wasterbaskers, buttoom tumblers, lotton pump dispensers old empty, and tissue holders; buttoom tumblers, accessories make of metal, namely, soap dishes, toothrush holders, wasterbaskers, lotton pump dispensers sold empty, tissue holders; buttoom dispensers sold empty, tissue holders; buttoom dispensers sold empty, tissue holders, the lotters, pullow eases, pillow shame, bed skirts, pullow ease, downed, sund wast cloths; finder independent treatments, namely, cuttains, curtain tie-backs, deperters, valances, window punk, kutchen lowers, and dish chocked, talk owage, kitchen lumes, namely, talkbecholks, talk enumers, placemats, and cloth napkins (fut. 24); and cloth napkins (fut. 24); and									and pole rings (Int. 20);	
soup distants holders, wastebaskets, halthcom tumblers, lotion pump dispursers sold empty, and tissue holders; hathroom accessories made of ment, namely, soop distant holders, wastebaskets, lotion pump dispursers wastebaskets, lotion pump dispursers yellow cases, pillow thans. bed skirts, pillow cases, pillow thans. bed skirts, dust ruffes, bed handers, thanks, connected covers, advest, duves, duves, throw, hedspreads, connoficers, covers, quills, and covels, and waste clobis; there is a made to the covers, and waste clobis; there is a made, kitchen thems, and waste, ticken thems, and cloth anpkins (Int. 24); tablecloths, table manes; placemats, and cloth anpkins (Int. 24); and (Int. 27); and									21 - Bathroom accessories, namely,	
wastebases, buthoom unablers, lotion pump dispensers sold empty, and issue holders; buthroom a cessories made of metal, namely, soap dishes, toothortesh holders, wastebaskes, lotion pump dispensers sold empty, itsue holders (int. 21); 22 - Bed linens, namely, bot sheets, pillow cases, pillow damms, bed skirs, das ruffie, bed balances, balanct throws, bedspreads, conforters, conforters, conforters, conforters, conforters, conforters, davet covers, quites, and coverles; balanct throws, bedspreads, conforters, davet covers, quites, and coverles; balanct throws, bedspreads, conforters, and towels, and towels, and weah cloths; fabric shower curtains fabric window treatments, namely, curtains, curtain tic-backs, capteries; wildow pundes, and swags; kitchen linens, mamely, kitchen towels and dish cloths; table cumers, pitcernats, and cloth napkins (Int. 24); and (Int. 27); and									soap dishes, toothbrush holders,	
and tissue holders; lathroom accessories made of metal, namely, soap dishes, toothrush holders, wastebaskets, totoo pump dispensers sold empty, tissue holders (Int. 21); 24 - Bed Jinens, namely, bed sheets, pillow easters, pillow shatms, bed skirte, dust ruffles, bed blankets, blanket throws, bedspreads, conforters, conforter covers, dutters, duest duves duvet covers, quilit, and coverlets; but covers, man coverlets; but covers, and coverlets; but covers, man coverlets; but covers,									wastebaskets, bathroom tumblers,	
accessories made of metal, namely, soop dishes, coohbrank holders, wastebaskets, lotion pump dispensers valed empty, tissue holders (Int. 21); 24 - Bed linens, namely, bed sheets, pillow cases, "Jellow shams, bed skirts, dast ruffles, bed binkets, blanket throws, bedspreads, comforters, comforter covers, durest, and evores, durest, bath towerls, mad overless, bath towerls, mad overless, bath towerls, mad overless, bath towerls, mad overless, bath towerls, mad repetites, valuances, undow preatments, namely, curtains, curtain tie-backs, adverties, valuances, undow panels, and swags; kitchen linens, namely, table innens, panels, and swags; kitchen linens, and cloth napkins (Int. 24); and cloth napkins (Int. 27); and (Int. 27); and									lotion pump dispensers sold empty, and tissue holders; bathroom	
wastebaskets, foiton pump dispensers sold empty, tissue holders, that it is a sold empty, tissue holders (Int. 21); 24 - Bed linens, namely, bed sheets, pillow cases, pillow starms, bed skirts, dultow starms, bed sheets, pillow cases, pillow starms, bed skirts, dutows, bedspreads, comforters, conforter cowers, quits, and coverles, bath towals, hand towals, and wast cloths; fabric shower curtains; fabric window treatments, analy, curtains in the backs, draperies, valances, window panels, and swags; kitchen linens, marriely, kitchen towels and dish cloths; table linens of textile, namely, tathasis, and cloths table tunners; placemats, and cloth napkins (Int. 24); and (Int. 27); and								-	accessories made of metal, namely,	
waterbaskets, lotion pump dispensers sold empty, itsue holders (Int. 21); 24 - Bed linears, namely, bed sheets, pillow cases, pillow shams, bed skirts, dust ruffles, bed blankets blanket throws. Bedspreased, comforters, conditorter covers, duvest, curvent, covers, quilis, and coverles; buth towels, hand towels, and wash cloths; fabric shower curtains; labric window treatments, namely, curtain tie-backs, draperies, valances, window panels, and swags; kitchen linens, namely, dicthen lowest and dish, cloths; table linens of lexifie, namely, tablectoths, table rumers, placemats, and cloth napkins (Int. 24); 27 - Rugs, buth rugs, and bath mats (Int. 27); and									soap dishes, toothbrush holders,	
24 - Bed linens, namely, bed sheets, pillow cases, pillow cases, pillow cases, pillow cases, pillow chanker, banker throws, bed sharker, blanker throws, bed blankers, blanker throws, bed blankers, blanker covers, divers, daver covers, quilis, and coverles; bath coverles; bath coverles; bath coverles; bath coverles; dath coverles; bath									wastebaskets, lotion pump dispensers	
24 - Bed linens, namely, bed sheets, pillow cases, pillow shams, bed skirts, dust ruffles, bed blanket; blanket throws, bedspreads, comforters, comforter covers, duvet covers, duvet covers, quiet, and coverters; lath towers, hand loweds, and howels, and swages, kitchen tinens, pamely, kitchen towels and dish cloths; table linens of textile, namely, table-cloths, table numers, placemats, and cloth napkins (Int. 24); and cloth napkins (Int. 27); and (Int. 27); and (Int. 27); and									sold emply, ussue nolders (inc. 21);	
pillow cases, pillow shams, bed skirts, dust ruffles, bed blankets, blanket throws, bedspreads, conflorters, comforter covers, duvets, duvet covers, quills, and coverles; bath towels, hand towels, and wash cloths; fabric shower curtains; fabric window treatments, namely, curtain, tie-backs, caperies, valances, window paneles, and swags; kitchen inens, namely, kitchen towels and dish cloths; table linens of textile, namely, tableclotts, table runers, placemats, and cloth napkins (Int. 24); 27 - Rugs, bath rugs, and bath mats (Int. 27); and									24 - Bed linens, namely, bed sheets,	
dust futnes, bed banket throws, bedspeads, comforters, comforter covers, duvels, duvet covers, quilts, and coverlets; bath towels, hand towels, and wash cloths; fabric shower curtains; fabric window treatments, namely, curtain, curtain tie-backs, draperies, valances, window panels, and swags; kitchen linens, namely, kitchen towels and dish cloths; table linens of textile, namely, tablecloths, table tunners, placemats, and cloth napkins (Int. 24); (Int. 27); and								,	pillow cases, pillow shams, bed skirts,	
conforte covers, divides, divides and coverles, bath towels, and 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, tablechosts, table runners, placemats, and cloth napkins (Int. 24); 27 - Rugs, bath rugs, and bath mats (Int. 27); and									dust ruffles, bed blankets, blanket throws bedsoreads comforters	
covers, quilts, and coverlets; bath towels, hand towels, and wash cloths; fibabic shower curtains; fabric window treatments, namely, curtain tic-backs, draperies, valances, window panels, and swage; kitchen linens, namely, kitchen towels and dish cloths; table linens of textile, namely, tablecloths, table numers; placemats, and cloth napkins (Int. 24); 27 - Rugs, bath rugs, and bath mats (Int. 27); and									comforter covers, duvets	
towels, hand towels, and wash cloths; fabric shower curtains; fabric window treatments, namely, curtain, curtain tic-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); 27 - Rugs, bath rugs, and bath mats (Int. 27); and									covers, quilts, and coverlets; bath	
treatments, and swaps; surfains treatments, curtain tie-backs, draperies, valances, window panels, and swaps; kitchen linens, namely, kitchen linens, namely, kitchen linens of textile, namely, table cloths; table linens of textile, namely, tablecloths, table unners, placemats, and cloth napkins (Int. 24); 27 - Rugs, bath rugs, and bath mats (Int. 27); and									towels, hand towels, and wash cloths;	
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); 27 - Rugs, bath rugs, and bath mats (int. 27); and									treatments, namely, curtain	
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); 27 - Rugs, bath rugs, and bath mats (Int. 27); and									tie-backs, draperies, valances, window	
namery, kitchen towers and usan cloths; table linens of textile, namely, tablecloths, table runners, placemats, and cloth napkins (int. 24); 27 - Rugs, bath rugs, and bath mats (int. 27); and								,	panels, and swags; kitchen linens,	
tablectoths, table runners, placemats, and cloth napkins (Int. 24); 27 - Rugs, bath rugs, and bath mats (Int. 27); and								•	cloths: table linens of textile, namely.	
and cloth napkins (Int. 24); 27 - Rugs, bath rugs, and bath mats (Int. 27); and									tablecloths, table runners, placemats,	
27 - Rugs, bath rugs, and bath mats (Int. 27); and									and cloth napkins (Int. 24);	
(Int. 27); and								•	77 Buce both more and both mote	
									(Int. 27); and	

DLI-632;

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

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 ("<u>Ex-Cell</u>"), 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 "<u>Credit Agreement</u>"), with PPAS, as Agent, and the lenders party thereto (the "<u>Lenders</u>"). 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. <u>Grant of Security</u>. 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 "<u>Collateral</u>"):
- (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. <u>Submission to Jurisdiction</u>. 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 <u>forum non conveniens</u>, 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. <u>Waiver of Jury Trial</u>. 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. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.
- Section 5. <u>Execution in Counterparts</u>. 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. <u>Conflict Provision</u>. 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.]

DLI-6325692v2 2

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: Chief Financial Officer

DLI-6325692v2

Exhibit A: Trademarks

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

RECORDED: 11/04/2010

DLI-63256