

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
Wells Fargo Bank, National Association		05/31/2011	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Springs Window Fashions, LLC
Street Address:	7549 Graber Road
City:	Middleton
State/Country:	WISCONSIN
Postal Code:	53562
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Springs Industries, Inc.
Street Address:	7549 Graber Road
City:	Middleton
State/Country:	WISCONSIN
Postal Code:	53562
Entity Type:	CORPORATION: SOUTH CAROLINA

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3093694	ARCADIA
Registration Number:	3093693	ARCADIA+
Registration Number:	1374799	BALI
Registration Number:	3531853	BALI
Registration Number:	3883285	BALI DIFFUSION
Registration Number:	3015938	BEST XPERIENCE
Registration Number:	3471723	BEX
Registration Number:	3026078	CAPITAL

OP \$1140.00 3093694

Registration Number:	0795044	CONTRACK
Registration Number:	1631633	CRYSTALPLEAT
Registration Number:	1296354	CUSTOMISER
Registration Number:	1910103	DAUPHINE
Registration Number:	2942712	DESIGN BASICS
Registration Number:	2971089	DURA-VUE
Registration Number:	1961174	EVENPLEAT
Registration Number:	1363420	FASHION PLEAT
Registration Number:	2784827	FRAMEWORKS
Registration Number:	2215187	FRESCO
Registration Number:	1999557	G-71 SUPER-VUE
Registration Number:	0980822	GRABER
Registration Number:	2063143	GRABER
Registration Number:	3616804	GRABER
Registration Number:	3616805	GRABER
Registration Number:	1135161	NANIK
Registration Number:	3026077	LAKE FOREST
Registration Number:	2923934	LIGHTWEAVES
Registration Number:	2952670	N
Registration Number:	2960356	NANIK
Registration Number:	1992453	NANIK NATURALS
Registration Number:	2037732	NEO
Registration Number:	1763697	NEAT PLEAT
Registration Number:	1875960	ONE TOUCH
Registration Number:	3904644	PANEL ACCENTS
Registration Number:	2948991	ROOM SCAPES
Registration Number:	3090630	SHEER ENCHANTMENT
Registration Number:	1994705	SIMPULL
Registration Number:	1945534	TIMBERLINE
Registration Number:	2877890	TRADEWINDS
Registration Number:	3319035	TRADITIONS
Registration Number:	3391713	TRADITIONS
Registration Number:	2859751	WINDOW IMAGES
Registration Number:	3877238	WINDOW IMAGES ESSENTIALS
Registration Number:	1683812	WINDSWEPT

	3503979	WOOD IMAGES
Serial Number:	77312955	BALI WINDOW SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37259
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/04/2011

Total Attachments: 9
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wells Fargo Bank, National Association

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 31, 2011

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Springs Window Fashions, I.L.C. a Delaware L.L.C. and Springs Industries, Inc. a South Carolina Corporation

Internal Address: _____

Street Address: 7549 GRABER ROAD

City: MIDDLETON

State: WI

Country: _____ Zip: 53562

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Jordana Dreyfuss
Signature

June 21, 2011
Date

Jordana Dreyfuss
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of May 31, 2011 (this "Release"), by WELLS FARGO BANK, NATIONAL ASSOCIATION (as successor in interest to Wachovia Bank, National Association), as Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the Amended and Restated Credit Agreement dated as of July 3, 2007, as further amended and restated as of December 18, 2009 (as further amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Springs Industries Inc. ("Holdings"), Springs Fashion Windows, LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), Wells Fargo Bank, National Association (as successor in interest to Wachovia Bank, National Association) ("Wells Fargo"), as administrative agent for the Term Lenders (as defined therein) and collateral agent and JPMorgan Chase Bank, N.A., as administrative agent for the Revolving Lenders (as defined therein), (ii) the Security Agreement, dated as of July 3, 2011 (as amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto and Wells Fargo, as collateral agent (the "Collateral Agent") and (iii) the Trademark Security Agreement dated as of July 3, 2007 (the "Trademark Security Agreement"), made by the Holdings, the Borrower and Springs Window Fashions Manufacturing Co. USA, Inc. (collectively, the "Grantors") in favor of the Collateral Agent (such documents set forth in clauses (i) through (iii), the "Collateral Agreements").

B. Pursuant to the Collateral Agreements, among other things, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantors set forth on Schedule I hereto (the "Trademarks").

C. The Trademark Security Agreement was recorded with the United States Patent & Trademark Office on August 24, 2007 at Reel/Frame 003608/0103 and August 24, 2007 at Reel/Frame 003608/084.

D. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Collateral Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of the Collateral Agent's right, title

and interest (including, without limitation, security interests) in and to the Trademarks shall automatically terminate as provided in the Collateral Agreements, and the Collateral Agent hereby terminates, releases and discharges its security interests in the Trademarks.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent,

By Christy Wright
Name: *Christy Wright*
Title: *Senior Vice President*

SCHEDULE I

Trademarks

I. Trademarks

Domestic Trademarks

Trademark	Registration No.	Registration Date	Renewal Date
ANSLEY PARK™ BY DESIGNVIEW®	Owned by The Home Depot		
ARBOUR COLLECTION	In Use		
ARCADIA	3093694	5/16/02	5/16/12
ARCADIA +	3093693	5/16/02	5/16/12
BALI	1374799	12/10/85	12/10/15
BALI & COLOR BAR DESIGN	3531853	11/11/2008	11/11/18
BALI DIFFUSION	3883285	11/30/10	11/30/20
BALI® WINDOW SOLUTIONS		10/23/07	
BEST XPERIENCE	3015938	11/15/05	11/15/15
BEx & DESIGN	3471723	7/22/08	7/22/18
CAPITAL	3026078	12/13/05	12/13/15
CONTRACK	795044	08/31/65	08/31/15
CRYSTALPLEAT	1631633	01/15/91	01/15/21
CUSTOMISER	1296354	09/18/84	09/18/14
DAUPHINE	1910103	08/05/95	08/05/15
DESIGN BASICS	2942712	04/19/05	04/19/15
DURAVUE Dura-Vue	2971089	07/19/05	07/19/15
EVENPLEAT	1961174	03/05/96	03/05/16
FASHION PLEAT	1363420	10/01/85	10/01/15
FRAMEWORKS	2784827	11/18/03	11/18/13
FRESCO	2215187	12/29/98	12/29/18
G-71 SUPER-VUE	1999557	09/10/96	09/10/16
GRABER	0980822	03/26/74	03/26/14
GRABER & NEW DESIGN	2063143	05/20/97	05/20/17
GRABER & NEW WINDOW DESIGN (HORIZONTAL)	3616804	5/5/2009	5/5/2019
GRABER & NEW WINDOW DESIGN (VERTICAL)	3616805	5/5/2009	5/5/2019
NANIK	1135161	05/13/80	05/13/20
LAKE FOREST	3026077	12/13/05	12/13/15
LIGHTWEAVES	2923934	02/01/05	02/01/15
N & DESIGN	2952670	05/17/05	05/17/15
NANIK (STYLIZED)	2960356	6/7/25	6/7/15
NANIK NATURALS	1992453	08/13/96	08/13/16
NEO	2037732	2/11/97	2/11/17
NEAT PLEAT	1763697	04/06/93	04/06/13
ONE TOUCH	1875960	01/24/95	01/24/15

Trademark	Registration No.	Registration Date	Renewal Date
PANEL ACCENTS	3904644	1/11/2011	1/11/2021
ROOMSCAPES	2948991	05/10/05	05/10/15
SHEER ENCHANTMENT	3090630	05/09/06	05/09/16
SIMPULL	1994705	08/20/96	08/20/16
TIMBERLINE	1945534	01/02/96	01/02/16
TRADEWINDS	2877890	08/24/04	08/24/14
TRADITIONS	3319035	10/23/07	10/23/17
TRADITIONS	3391713	3/4/08	3/4/18
WINDOW IMAGES	2859751	07/06/04	07/06/14
WINDOW IMAGE ESSENTIALS	3877238	11/16/2010	11/16/20
WINDSWEPT	1683812	04/21/92	04/21/12
WOOD IMAGES	3503979	9/23/08	9/23/18

Trademark	Location	Registration No.	Registration Date	Renewal Date
BALI	Benelux	617474	2/19/1997	2/19/2017
BALI	China P.R.	1165612	4/7/1998	4/6/2018
BALI	China P.R.	1172832	5/7/1998	5/6/2018
BALI (in Chinese Characters)	China P.R.	4395499	2/14/2008	2/14/2018
BALI	Colombia	132756	12/26/1990	12/26/2015
BALI	Community Trademark	000564237	7/2/1997	7/2/2017
BALI	Costa Rica	73576	11/8/1990	11/8/2020
BALI	Dominican Republic	44261	2/16/1988	2/16/2018
BALI	Ecuador	4054-97	12-01-97	12/01/2017
BALI	Hong Kong	300035838	6/20/2003	6/20/2013
BALI	Italy	995436	12/3/1993	7/15/2021
BALI	Mexico	971777	2/12/2007	7/13/2015
BALI	Mexico	312202	9/11/1985	4/17/2015
BALI	Panama	101786	10/4/2000	7/23/2025
BALI	Panama	101783	10/4/2000	7/23/2025
BALI	Taiwan	1306947	4/1/2008	3/31/2018
BALI	Taiwan	1326416	9/1/2008	8/31/2018
BALI	Venezuela	P-233365	8/27/2001	8/27/2026
BALI	Venezuela	1998-011980	6/29/1998	Application pending; published for opposition 1/8/99
BALI & Design	Colombia	132216	12/28/1990	12/27/2015
BALI & Design	Costa Rica	73577	11/8/1990	11/8/2020
BALI & Design	Dominican Republic	44262	2/16/1988	2/16/2018
BALI & Design	Ecuador	4055-97	12/01/1997	12/01/2017
BALI & Design	Colombia	336607	7/31/2007	7/31/2017

Trademark	Location	Registration No.	Registration Date	Renewal Date
CASCADE	Canada	TMA384656	5/17/1991	5/17/2021
CRYSTALPLEAT	Benelux	480915	6/18/1990	6/18/2020
CRYSTALPLEAT	Brazil	818772590	12/23/1997	12/23/2017
CRYSTALPLEAT	China P.R.	3640740	6/14/2005	6/13/2015
CRYSTALPLEAT	France	1635509	5/15/2000	8/21/2020
CRYSTALPLEAT	Hong Kong	300035829	6/20/2003	6/19/2013
CRYSTALPLEAT	Italy	605893	10/20/1993	9/18/2020
CRYSTALPLEAT	Japan	2484900	12/25/1992	12/25/2012
CRYSTALPLEAT	Mexico	474754	9/26/1994	8/17/2013
CRYSTALPLEAT	New Zealand	B202659	8/19/1994	6/18/2021
CRYSTALPLEAT	Taiwan	640002	5/16/1994	4/15/2014
FRAMEWORKS	Canada	TMA660332	3/07/2006	3/07/2021
FASHION PLEAT	Canada	TMA370082	6/29/1990	6/29/2020
GRABER	Australia	560676	3/28/1996	1/10/2020
GRABER	Austria	87 037	12/13/1977	12/31/2017
GRABER	Benelux	344768	10/13/1977	4/29/2017
GRABER	Canada	TMA229127	7/21/1978	7/21/2023
GRABER	Chile	774513	9/9/1996	9/9/2016
GRABER	China P.R.	997966	5/7/1997	5/6/2017
GRABER	China P.R.	967461	3/21/1997	3/21/2017
GRABER	China P.R.	956842	3/7/1997	3/7/2017
GRABER	Colombia	109985	4/25/1985	4/25/2020
GRABER	Colombia	109984	4/25/1985	4/24/2020
GRABER	Community Trademark	000564161	7/2/1997	7/2/2017
GRABER	Denmark	VR197703639	10/21/1977	10/21/2017
GRABER	Dominican Republic	26748	8/22/1977	8/22/2017
GRABER	Egypt	105299	4/29/2002	2/19/2017
GRABER	El Salvador	248 Book 62	11/5/1997	11/5/2017
GRABER	France	1525275	11/23/1977	10/22/2017
GRABER	Germany	39707936	1/20/1998	2/28/2017
GRABER	Greece	76795	3/28/1984	3/28/2014
GRABER	Guatemala	87830	10/7/1997	10/7/2017
GRABER	Honduras	102714	11-09-07	11/9/2017
GRABER	Hong Kong	300035847	6/20/2003	6/20/2013
GRABER	India	636436	8/10/1994	8/10/2018
GRABER	Ireland	B105073	2/18/1977	2/18/2018
GRABER	Italy	762485	2/4/1985	9/24/2016
GRABER	Jamaica	B18924	12/9/1976	12/9/2011
GRABER	Japan	4245695	3/5/1999	3/5/2019
GRABER	Japan	4416491	9/14/2000	9/14/2020
GRABER	Japan	4437934	12/8/2000	12/8/2020
GRABER	Malaysia	84002229	5/9/1984	5/9/2015
GRABER	Mexico	836206	6/4/2004	9/9/2013
GRABER	Mexico	1073616	11/24/2008	4/3/2018
GRABER	Netherlands	14959	8/22/1988	6/21/2018

Trademark	Location	Registration No.	Registration Date	Renewal Date
GRABER	Antilles New Zealand	193932	4/14/1992	6/14/2020
GRABER	Panama	027997	3/2/1982	3/2/2012
GRABER	Singapore	T81/04728G	10/22/1981	10/22/2012
GRABER	South Korea	171869	6/13/1989	6/13/2019
GRABER	Spain	2092059	7/16/1998	5/14/2017
GRABER	Spain	2241398	2/7/2000	6/16/2019
GRABER	Switzerland	2P291111	1/23/1978	7/20/2017
GRABER	Taiwan	173676	4/1/1982	2/29/2012
GRABER	Taiwan	704037	1/16/1996	1/15/2016
GRABER	Thailand	Kor45398	9/8/1995	9/7/2015
GRABER	United Kingdom	1068936	9/30/1976	9/30/2017
GRABER	Venezuela	F090589	4/4/1979	4/4/2014
GRABER & Design	Australia	A557393	3/29/1995	6/11/2018
GRABER & Design	Australia	A557394	10/11/1995	6/11/2018
GRABER & Design	Chile	635075	7/4/2002	7/4/2012
GRABER & Design	Costa Rica	61997	3/25/1983	3/25/2013
GRABER & Design	Egypt	62910	4/18/1988	9/1/2013
GRABER & Design	Honduras	41550	3/4/1983	3/4/2013
GRABER & Design	Mexico	362117	5/19/1989	9/9/2013
GRABER & Design	New Zealand	B162988	12/7/1989	1/7/2017
GRABER & Design	Peru	71457	11/4/1987	11/4/2012
GRABER & Design	Thailand	Kor36243	7/26/1994	7/25/2014
GRABER & Design	Uruguay	345633	2/11/1983	2/11/2013
GRABER & Design	Venezuela	F101989	4/15/1983	4/15/2018
GRABER & Design	Brazil	818886650	4/9/2002	4/9/2012
GRABER & New Design	Brazil	818886641	4/9/2002	4/9/2012
GRABER & New Design	Brazil	818886471	8/18/1998	8/18/2018
GRABER & New Design	Colombia	191027	11/19/1996	11/19/2016

Trademark	Location	Registration No.	Registration Date	Renewal Date
GRABER & New Design	Dominican Republic	82036	2/15/1996	2/15/2016
GRABER & New Design	Ecuador	20202	9/24/2002	9/24/2012
GRABER & New Design	Ecuador	1395-09	4/2/2008	4/2/2018
GRABER & New Design	Egypt	177337	5/19/2008	7/17/2015
GRABER & Design	Taiwan	704015	1/16/1996	1/15/2016
LASERGUARD	Canada	TMA511910	09/11/1997	5/17/2014
LASERWAND	Canada	TMA499338	3/06/1997	8/26/2013
MAESTRO	Canada	TMA530361	7/21/2000	7/21/2015
MAGNAFIX	Canada	TMA523691	12/7/1998	2/24/2015
NANIK	Benelux	620116	2/19/1997	2/19/2017
NANIK	Canada	TMA346035	10/17/1988	10/07/2018
NANIK	Community Trademark	000563866	7/2/1997	7/2/2017
NANIK	South Korea	612652	3/25/2005	3/25/2015
NANIK	Canada	TMA498184	7/31/1998	7/31/2013
NATURALS	Canada	TMA345373	9/30/1988	9/30/2018
OPTIX	Canada	TMA520370	12/07/1999	2/24/2014
SIMPULL	Canada	TMA518905	10/28/1999	10/28/2014
TIMBERLINE	Canada	TMA518905	10/28/1999	10/28/2014

II. Trademark Applications

None.