

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT     |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement |

**CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type                         |
|------------------------------|----------|----------------|-------------------------------------|
| Springs Window Fashions, LLC |          | 05/31/2011     | LIMITED LIABILITY COMPANY: DELAWARE |
| Springs Industries, Inc.     |          | 05/31/2011     | CORPORATION: SOUTH CAROLINA         |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | JPMorgan Chase Bank, N.A., as Administrative Agent |
| <b>Street Address:</b> | P.O. BOX 2558                                      |
| <b>City:</b>           | Houston  |
| <b>State/Country:</b>  | TEXAS  |
| <b>Postal Code:</b>    | 77252-2558   |
| <b>Entity Type:</b>    | Association: UNITED STATES                         |

**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        |
| Registration Number: | 0795044 | CONTRACK       |
| Registration Number: | 1631633 | CRYSTALPLEAT   |
| Registration Number: | 1296354 | CUSTOMISER     |
| Registration Number: | 1910103 | DAUPHINE       |

**OP \$1140.00 3093694**

|                      |          |                          |
|----------------------|----------|--------------------------|
| 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                |
| Registration Number: | 3503979  | WOOD IMAGES              |
| Serial Number:       | 77312955 | BALI WINDOW SOLUTIONS    |

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 004599 FRAME: 0373**

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: | 37260                |
| NAME OF SUBMITTER:      | Penelope J.A. Agodoa |
| Signature:              | /pja/                |
| Date:                   | 08/05/2011           |

Total Attachments: 7  
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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):**

Springs Window Fashions, LLC, a Delaware Limited Liability Company

Springs Industries, Inc., South Carolina Corporation

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

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: P.O. BOX 2558

City: Houston

State: Texas

Country: United States

Zip: 77252-2558

- Association      Citizenship United States  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 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)

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

Execution Date(s) May 31, 2011

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

**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 9, 2011

Date

Jordana Dreyfuss

Name of Person Signing

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

7

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

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2011 (this "Agreement"), among SPRINGS INDUSTRIES, INC. ("Holdings"), SPRINGS WINDOW FASHIONS, LLC (the "Borrower"), the subsidiaries of the Borrower party hereto and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Administrative Agent (the "Administrative Agent").

Reference is made to the Security Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the subsidiaries of the Borrower party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified from time to time the "Credit Agreement"), by and among Holdings, the Borrower, the lenders party thereto (the "Lenders") and JPMCB, as administrative agent for the Lenders. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Documents, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in, or to any and all of the following assets and properties that are included in the Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby; and

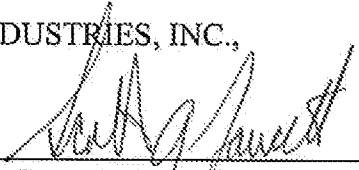
(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Documents. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Documents, the terms of the Security Documents shall govern.

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


SPRINGS INDUSTRIES, INC.,

by

  
Name: Scott A. Fawcett  
Title: President and CEO

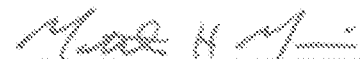
SPRINGS WINDOW FASHIONS, LLC,

by

  
Name: Scott A. Fawcett  
Title: President and CEO

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

By



Name: MATTHEW H. MASSIE

Title: MANAGING DIRECTOR



## 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     |
| 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     |

# TRADEMARKS

| Trademark                  | Registration No. | Registration Date | Renewal Date |
|----------------------------|------------------|-------------------|--------------|
| TRADITIONS                 | 3391713          | 3/4/08            | 3/4/18       |
| WINDOW IMAGES              | 2859751          | 07/06/04          | 07/06/14     |
| WINDOW IMAGE<br>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      |