

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien 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

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. BOX 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252-2558
Entity Type:	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: 0397

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:	37265
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/05/2011

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN 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 Second Lien Security Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified from time to time, the "Second Lien 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 Second Lien Credit Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified from time to time the "Second Lien 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 Second Lien 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 Second Lien Security Agreement. The rules of construction specified in Section 1.01 of the Second Lien 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 Second Lien 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 Second Lien 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

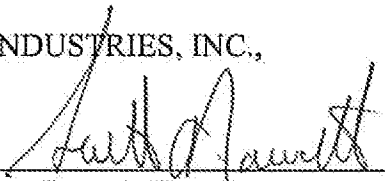
(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

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 Second Lien 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 Second Lien 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 Second Lien Security Documents, the terms of the Second Lien 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

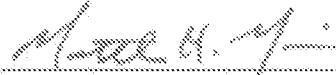
SPRINGS WINDOW FASHIONS, LLC,

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 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