

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Galey & Lord, LLC		08/25/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Patriarch Partners Agency Services, LLC
<b>Street Address:</b>	32 Avenue of the Americas
<b>Internal Address:</b>	17th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	789755	ABSTRACT
Registration Number:	824138	BANDMASTER
Registration Number:	794857	BOOSTER
Registration Number:	789752	BULKHEAD
Registration Number:	792303	CHALKTONES
Registration Number:	969237	CONCEPT
Registration Number:	814097	CONCEPT
Registration Number:	1228533	COTTINGTON
Registration Number:	1595453	CRAMERTON
Registration Number:	797865	CROSSFIRE
Registration Number:	794859	CRUISER
Registration Number:	782500	DOUBLE DUTY
Registration Number:	1364555	DOUBLE FEATURE

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Registration Number:	789749	DOUBLE TIME
Registration Number:	1471448	FLAMEX
Registration Number:	3266009	G
Registration Number:	574751	GALEY & LORD
Registration Number:	393817	GUNCLUB
Registration Number:	3619095	H2TECH
Registration Number:	1653696	INDESTRUCTIBLE
Registration Number:	794858	INSIGHT
Registration Number:	789738	KEYNOTE
Registration Number:	794130	LYNSHIRE
Registration Number:	620940	PERFORMANCE
Registration Number:	734988	RIPCORD
Registration Number:	1063924	SHAGBARK
Registration Number:	1475022	SUPER ULTRA VINO
Registration Number:	3442348	SWIFT GALEY
Registration Number:	657178	TARPOON
Registration Number:	3171526	TRIGGER
Registration Number:	897906	UTOPIA
Registration Number:	740695	WHIPPED CREAM

**CORRESPONDENCE DATA**

Fax Number: (404)581-8330

Phone: 4045818052

Email: rcampbell@jonesday.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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:	223194-615011
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	09/19/2011

Total Attachments: 9

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**TRADEMARK**  
**REEL: 004625 FRAME: 0581**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of Aug 25 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 8, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower and all of the Grantors are party to an Amended and Restated Security Agreement of April 1, 2011, with the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

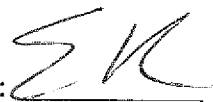
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Galey & Lord, LLC  
as Grantor

By:   
Name: Edward W. Piccitt  
Title: CEO

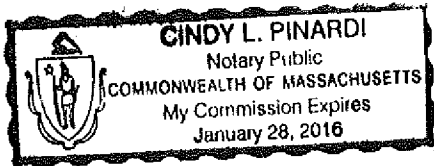
ACKNOWLEDGMENT OF GRANTOR

STATE OF MA )  
COUNTY OF Bristol ) ss.

On this 25 day of August, 2011 before me personally appeared Personally, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Galey & Lord, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Cindy L. Pinardi  
Notary Public

Cindy L. Pinardi - 8/25/11  
1/28/2016



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations and Applications**

**A. REGISTERED TRADEMARKS**

TITLE	REGISTRATION NO.	JURISDICTION	STATUS/INFO
ABSTRACT	789755	US	Registered 5/18/65
BANDMASTER	824138	US	Registered 2/14/67
BOOSTER	TMA176435	CANADA	Registered 5/28/71
	794857	US	Registered 8/24/65
BULKHEAD	789752	US	Registered 5/18/65
CHALKTONES (Stylized)	792303	US	Registered 7/6/65
CONCEPT	TMA173215	CANADA	Registered 12/11/70
	969237	US	Registered 9/25/73
	814097	US	Registered 8/30/66
COTTINGTON	1228533	US	Registered 2/22/83
CRAMERTON	126383	ISRAEL	Registered 5/8/00
	126487	ISRAEL	Registered 5/8/00
	1595453	US	Registered 5/8/90
CROSSFIRE	797865	US	Registered 10/19/65
CRUISER	794859	US	Registered 8/24/65
DOUBLE DUTY	782500	US	Registered 12/29/64
DOUBLE FEATURE	1364555	US	Registered 10/8/85
DOUBLE TIME	789749	US	Registered 5/18/65
FLAMEX	1471448	US	Registered 1/5/88



G (& DESIGN)	5083636 300554193 944719 3266009	CHINA HONG KONG MEXICO US	Registered 5/28/09 Registered 12/22/05 Registered 11/18/06 Registered 7/17/07
GALEY & LORD	642113 156.108 556885 818395001 TMA463744 455984 921944 478094 188366 08596/1994 8807166 94/540975 2902334 123.230 B07295/1996 143 004 642870 94900 690044 3282876 6034 94/11742 497595 B241738 170.609 128773 74285 137824 9260/94	AUSTRALIA AUSTRIA BENELUX BRAZIL CANADA CHILE CHINA CONGO CZECH REPUBLIC DENMARK EUROPEAN FRANCE GERMANY GREECE HONG KONG HUNGARY INDIA ISRAEL ITALY JAPAN JORDAN MALAYSIA MEXICO NEW ZEALAND NORWAY PAKISTAN PANAMA RUSSIAN FED. SINGAPORE	Registered 10/3/94 Registered 1/23/95 Registered 9/30/94 Registered 5/6/97 Registered 9/27/96 Registered 1/19/96 Registered 12/28/96 Registered 11/7/94 Registered 10/3/94 Registered 12/9/94 Registered 5/7/10 Registered 10/19/94 Registered 10/4/94 Registered 10/17/97 Registered 1/5/95 Registered 10/10/94 Registered 10/12/94 Registered 5/1/96 Registered 10/16/96 Registered 4/18/97 Registered 3/7/95 Registered 12/15/94 Registered 2/8/95 Registered 10/6/94 Registered 1/4/96 Registered 2/12/95 Registered 9/4/96 Registered 2/15/96 Registered 10/25/94

	1994/10835	SOUTH AFRICA	Registered 10/6/94
GALEY & LORD (CONT)	0331178 1936374 423412 157502 1586078 574751 P188755 1465/94	SOUTH KOREA SPAIN SWITZERLAND TURKEY UNITED KINGDOM US VENEZUELA ZIMBABWE	Registered 1/12/96 Registered 12/14/94 Registered 5/30/96 Registered 11/8/94 Registered 9/27/94 Registered 5/19/53 Registered 4/26/06 Registered 10/7/94
GALEY & LORD DRY GOODS PREMIUM FABRICS WORLDWIDE & DESIGN	8882789	EUROPEAN	Registered 8/10/10
GRAND VINO	TMA171462	CANADA	Registered 9/19/70
GUNCLUB (Stylized)	393817	US	Registered 3/3/42
H2TECH	3619095	US	Registered 5/12/09
INDESTRUCTIBLE	1653696	US	Registered 8/13/91
INSIGHT	794858	US	Registered 8/24/65
KEYNOTE	789738	US	Registered 5/18/65
LYNSHIRE (Stylized)	794130	US	Registered 8/10/65
PERFORMANCE	620940	US	Registered 2/7/56
RESPECT	1092434	MEXICO	Registered 3/27/09
RIPCORD	734988	US	Registered 7/24/62
SHAGBARK	1063924	US	Registered 4/19/77
SODA POP DENIM	TMA506444	CANADA	Registered 1/12/99
SODA POP DENIM & Design	TMA506445 335081	CANADA JAPAN	Registered 1/12/99 Registered 10/24/97
SUPER ULTRA VINO	1475022	US	Registered 2/2/88
SUPER VINO	TMA171463	CANADA	Registered 9/18/70

SWIFT & Bird Design	819011231 454403 184937 528429	BRAZIL CHILE COLUMBIA MEXICO	Registered 3/4/08 Registered 12/18/95 Registered 3/1/96 Registered 1/6/95
SWIFT DENIM	TMA511780 5083635 200001290 1015074	CANADA CHINA HONG KONG MEXICO	Registered 5/13/99 Registered 6/28/09 Registered 10/7/98 Registered 1/18/06
SWIFT DENIM SINCE 1882 & Design	TMA741312 5083634 200014689 200014688 4-1998-005931	CANADA CHINA HONG KONG HONG KONG PHILIPPINES	Registered 6/2/09 Registered 8/7/09 Registered 8/21/88 Registered 8/21/88 Registered 1/6/06
SWIFT GALEY	5083637 300554210 1004344 344348	CHINA HONG KONG MEXICO US	Registered 5/28/09 Registered 12/22/05 Registered 1/18/06 Registered 6/3/08
SWIFT TEXTILES	385/1977	DENMARK	Registered 12/28/87
SWIFT TEXTILES & Bird Design	85937 413771 413771 345430 413771 1400812 975197 413771 413771 42907 345.226 413771 413771 154.327	AUSTRIA AUSTRIA BENELUX BENELUX FRANCE FRANCE GERMANY GERMANY INTERNATIONAL (WIPO) IRAN ITALY ITALY SPAIN SWEDEN	Registered 7/7/97 Registered 2/28/75 Registered 2/28/75 Registered 3/22/97 Registered 2/28/75 Registered 3/27/87 Registered 3/21/77 Registered 2/28/75 Registered 2/28/75 Registered 6/21/75 Registered 3/24/77 Registered 2/28/75 Registered 2/28/75 Registered 2/13/76

	413771 2P-287706	SWITZERLAND SWITZERLAND	Registered 2/28/75 Registered 3/17/77
TARPOON	TMA111599 657178	CANADA US	Registered 9/19/58 Registered 1/14/58
TRIGGER	3171526	US	Registered 11/14/06
ULTRA VINO	TMA171464	CANADA	Registered 9/18/70
UTOPIA	TMA174578 897906	CANADA US	Registered 2/19/71 Registered 9/1/70
WHIPPED CREAM	740695	US	Registered 11/13/62

**B. TRADEMARK APPLICATIONS**

None