

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glen Raven, Inc.		10/06/2011	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	100 North Main Street
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1967401	COMFORT SLING
Registration Number:	0670286	GLEN RAVEN
Registration Number:	0670292	GLEN RAVEN
Registration Number:	2163131	RAVEN
Registration Number:	3502085	RAVEN
Registration Number:	3957379	SUNSHARP
Registration Number:	3167136	SUR LAST
Serial Number:	85213111	LET ENDLESS POSSIBILITIES BEGIN
Registration Number:	1243686	ARGONAUT
Registration Number:	1763710	COASTGUARD
Registration Number:	3826312	FIRESIST
Registration Number:	2273052	NITE-LITE
Registration Number:	3528343	SHEER GENIUS
Registration Number:	0709110	SUNBRELLA

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Registration Number:	1815959	SUNBRELLA
Registration Number:	3652524	SUNBRELLA
Registration Number:	3731230	SUNBRELLA
Serial Number:	77556137	SUNBRELLA
Registration Number:	2028355	SUNBRELLAS
Registration Number:	2170346	SUNBRITE
Registration Number:	2190788	COOL GLO
Registration Number:	1516902	MARITIME
Registration Number:	2366809	MAYFIELD COLLECTION
Registration Number:	1181824	SOLAIR
Registration Number:	2306009	STARFIRE
Registration Number:	3535226	TRI VANTAGE
Registration Number:	3502833	
Registration Number:	3584116	
Registration Number:	3601320	AUTOGUARD
Registration Number:	3590184	HARBOR-TIME
Registration Number:	3750359	LITELOK
Registration Number:	3495910	MAIN STREET
Registration Number:	3527501	MASTERWEAVE
Registration Number:	3979336	MINEMESH
Registration Number:	3684973	PATIO 500
Registration Number:	3684975	SEA-SPRAÉ
Registration Number:	1347843	SIGNMASTER
Registration Number:	2559029	SUNBRITE
Registration Number:	1932932	SUNSHARP
Registration Number:	2302347	CARTBRELLA
Registration Number:	2425712	ERADI-LITE
Registration Number:	2713987	G L E N R A V E N
Registration Number:	0720713	GLENSPUN
Registration Number:	1922124	GLENTOUCH
Registration Number:	1729437	GLEN TUFF
Registration Number:	1812196	NOTHING'S BETTER UNDER THE SUN
Registration Number:	1640537	PRO-TEC
Registration Number:	2684236	
Registration Number:	1652405	STRATA GRID

85287701

GLENFLOW

CORRESPONDENCE DATA

Fax Number: (704)353-3698

Phone: 7043315792

Email: donna.millard@klgates.com

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

Correspondent Name: Karl S.Sawyer, Jr.

Address Line 1: Post Office Box 33144

Address Line 2: K & L Gates LLP

Address Line 4: Charlotte, NORTH CAROLINA 28233

ATTORNEY DOCKET NUMBER:

2812412.00097WELLSFARGO

NAME OF SUBMITTER:

Karl S. Sawyer, Jr.

Signature:

/ Karl S. Sawyer, Jr. /

Date:

10/12/2011

Total Attachments: 8

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**SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of October 12, 2011 by and between (i) GLEN RAVEN, INC., a North Carolina corporation (the "Grantor"), and (ii) WELLS FARGO BANK, N.A. (successor in interest by merger to Wachovia Bank, National Association), as Agent (in such capacity, the "Agent"), for the ratable benefit of itself and the Secured Parties.

STATEMENT OF PURPOSE

The Grantor, certain Subsidiaries of the Grantor, the Agent and certain other parties are parties to that certain Trademark Security Agreement, dated as of May 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Trademark Security Agreement"), which was entered into in connection with the Existing Credit Agreement (as defined in the Credit Agreement).

The Grantor, certain subsidiaries and affiliates of the Grantor, the Agent and the Lenders have agreed to amend and restate the Existing Credit Agreement pursuant to that certain Fifth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, Ravenwood International Corp., Quintin I Holding B.V., Quintin II S.A.S., the Agent, the Lenders and the other parties thereto.

As a condition precedent to the obligation of the Lenders to make and continue to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor has (i) entered into that certain Amended and Restated Collateral Agreement dated as of the date hereof in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") and (ii) agreed to supplement the Existing Trademark Security Agreement in the form hereof. This Agreement supplements the Existing Trademark Security Agreement, forms a part thereof and is subject to the terms thereof. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement or the Credit Agreement, as applicable:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. The Grantor hereby grants, pledges and collaterally assigns to the Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired: (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A; (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B; (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or

Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and (iv) all products and proceeds of the foregoing.

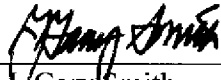
2. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. This Agreement constitutes a supplement of the Existing Trademark Security Agreement, as amended, effective from and after the Closing Date. The execution and delivery of this Agreement shall not constitute a novation of any indebtedness, the security interest (or priority thereof) or other obligations owing to the Lenders or the Agent of the Existing Trademark Security Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

GLEN RAVEN, INC., as the Grantor

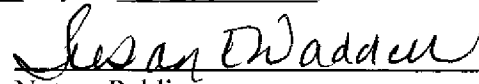
By: 
Name: Gary Smith
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF North Carolina
Alamance COUNTY

I, Susan E. Waddell, a Notary Public for said County and State, do hereby certify that J. Gary Smith personally appeared before me this day and stated that he is the Senior Vice President of Glen Raven, Inc. and acknowledged, on behalf of Glen Raven, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of October, 2011.


Notary Public

My commission expires:

December 3, 2011


[Signature Pages Continue]

[Supplemental Trademark Security Agreement – Glen Raven, Inc.]

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Acknowledged by the Agent as of the day and year first written above:

WELLS FARGO BANK, N.A., as Agent

By: 
Name: Tim Sechrest
Title: Senior Vice President

[Supplemental Trademark Security Agreement – Glen Raven, Inc.]

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TRADEMARKS

Name	Trademark No.	Issue Date	Renewal Date
COMFORT SLING	1,967,401	4/9/1996	4/9/2016
GLEN RAVEN	0670286	11/25/1958	11/25/2018
GLEN RAVEN	0670292	11/25/1958	11/25/2018
RAVEN & design	2,163,131	6/9/1998	6/9/2018
RAVEN & design	3,502,085	9/16/2008	9/16/2018
SUNSHARP	3,957,379	5/10/2011	5/10/2021
SURLAST & Design	859,241 (US – Madrid Protocol)	4/27/2005	4/27/2015
LET ENDLESS POSSIBILITIES BEGIN	1,085,541 (Madrid Protocol)	3/28/2011	3/28/2021
ARGONAUT	1,243,686	6/28/1983	6/28/2013
COASTGUARD	1,763,710	4/6/1993	9/16/2016
FIRESIST	3,826,312	7/27/2010	7/27/2020
NITE-LITE	2,273,052	8/24/1999	8/24/2019
SHEER GENIUS	3,528,343	11/4/2008	11/4/2018
SUNBRELLA	709,110	12/27/1960	12/27/2020
SUNBRELLA	1,815,959	1/11/1994	1/11/2014
SUNBRELLA & design	3,652,524	7/7/2009	7/7/2018
New SUNBRELLA logo (color version)	3,731,230	12/29/2009	12/29/2018
SUNBRELLA (new logo)	989,916 (Madrid Protocol)	12/31/2008	12/31/2018
NEW SUNBRELLA logo	1,070,360 (Madrid Protocol)	1/25/2011	1/25/2021
NEW SUNBRELLA logo	1,074,092 (Madrid Protocol)	3/28/2011	3/28/2021
SUNBRELLAS	2,028,355	1/7/1997	1/7/2017

SUNBRITE	2,170,346	6/30/1998	6/30/2018
COOL GLO	2,190,788	9/22/1998	9/22/2017
MARITIME	1,516,902	12/13/1988	12/13/2017
MAYFIELD COLLECTION	2,366,809	7/11/2000	7/11/2020
SOLAIR	1,181,824	12/15/1981	5/12/2013
STARFIRE	2,306,009	1/4/2000	12/28/2015
TRI VANTAGE	3,535,226	11/18/2008	11/18/2018
TRI VANTAGE LOGO (B&W)	3,502,833	9/16/2008	9/16/2018
TRI VANTAGE LOGO (multicolor)	3,584,116	3/3/2009	3/3/2019
AUTOGUARD	3,601,320	4/7/2009	4/7/2019
HARBOR-TIME	3,590,184	3/17/2009	3/17/2019
LITELOK	3,750,359	2/16/2010	2/16/2019
Main Street	3,495,910	9/2/2008	9/2/2018
MASTERWEAVE	3,527,501	11/4/2008	11/4/2014
MINEMESH	3,979,336	6/14/2011	6/14/2021
Patio 500	3,684,973	9/22/2009	9/22/2018
SEA-SPRAE	3,684,975	9/22/2009	9/22/2019
SIGNMASTER	1,347,843	7/9/1985	7/20/2015
SUNBRITE	2,559,029	4/9/2002	4/9/2012
SUNSHARP	1,932,932	11/7/1995	11/7/2015
CARTBRELLA & Design	2,302,347	12/21/1999	12/21/2009
ERADI-LITE	2,425,712	1/30/2001	1/30/2021
GLENRAVEN	2,713,987	5/6/2003	5/6/2013
GLENSPUN	720,713	8/29/1961	8/29/2021
GLEN TOUCH & Logo	1,922,124	9/26/2005	9/26/2015
GLEN TUFF	1,729,437	11/3/1993	11/3/2012
NOTHING'S BETTER UNDER	1,812,196	12/21/1993	12/21/2003

[Trademark Security Agreement - Glen Raven]

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PRO-TEC	1,640,537	4/9/1991	6/21/2021
RIBBON RAVEN DESIGN	2,684,236	2/4/2003	2/4/2012
STRATA GRID	1,652,405	7/30/1991	7/30/2021
GLENFLOW	Application # 85/287,701	4/6/2011	N/A

[Trademark Security Agreement - Glen Raven]

TRADEMARK
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TRADEMARK SECURITY AGREEMENT

SCHEDULE B

TRADEMARK LICENSES

None.

[Trademark Security Agreement – Glen Raven]

RECORDED: 10/12/2011

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