

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		07/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Burlington Industries LLC		
Street Address:	804 Green Valley Road		
Internal Address:	Suite 300		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27408		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0138483	BURLINGTON	
Registration Number:	2482324	BURLINGTON	
CORRESPONDENCE DATA			
Fax Number:	3363785400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(336)378-5200		
Email:	wanda.armstrong@smithmoorelaw.com		
Correspondent Name:	Kimberly Bullock Gatling		
Address Line 1:	Smith Moore Leatherwood LLC		
Address Line 2:	P.O. Box 21927		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
ATTORNEY DOCKET NUMBER:	25250.1		
NAME OF SUBMITTER:	Kimberly Bullock Gatling		

TRADEMARK

Signature:	/kgb/
Date:	07/30/2012
Total Attachments: 6 source=SECURITY RELEASE - GE#page1.tif source=SECURITY RELEASE - GE#page2.tif source=SECURITY RELEASE - GE#page3.tif source=SECURITY RELEASE - GE#page4.tif source=SECURITY RELEASE - GE#page5.tif source=SECURITY RELEASE - GE#page6.tif	

**PARTIAL TERMINATION AND RELEASE
OF TRADEMARK SECURITY INTEREST**

THIS PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST (this "Partial Termination and Release") is dated as of July 24, 2012, from GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its individual capacity and as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (each as defined in the Guaranty and Security Agreement (as defined below)) from time to time party to the Credit Agreement (as defined below) to INTERNATIONAL TEXTILE GROUP, INC., a Delaware corporation ("ITG"). Unless otherwise specified herein, capitalized term used in this Partial Termination and Release shall have the meanings ascribed to them in the Credit Agreement (as hereafter defined).

R E C I T A L S:

WHEREAS, Borrowers, the other Credit Parties, the Agent and the Lenders entered into the Credit Agreement, dated as of December 29, 2006 (as amended and restated by that certain Amended and Restated Credit Agreement dated as of March 30, 2011, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, each Grantor entered into the Guaranty and Security Agreement date as of December 24, 2008 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, ITG and BI Properties I, Inc. (predecessor in interest to Burlington Industries LLC) entered into a Trademark Security Agreement dated as of January 1, 2007 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "2007 TSA") which was recorded in the Assignment Division of the United States Patent and Trademark Office ("USPTO") on January 16, 2007, at Reel 3462, Frame 0001;

WHEREAS, ITG and Burlington Industries LLC (successor in interest to BI Properties I, Inc.) entered into a Trademark Security Agreement dated as of December 24, 2008 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "2008 TSA" and together with the 2007 TSA and the Security Agreement, the "Security Agreements") which was recorded in the USPTO on December 29, 2008, at Reel 3909, Frame 0474;

WHEREAS, pursuant to the Security Agreements, each Grantor (as defined therein) granted to Agent a security interest in the Trademark Collateral (as defined in the 2007 TSA and 2008 TSA, respectively);

WHEREAS, ITG and Burlington Industries LLC (together, "Seller") propose to assign to Kayser-Roth Corporation certain trademark rights pursuant to the Trademark Assignment dated as of the date hereof;

WHEREAS, Agent is willing to consent to the Trademark Assignment and release its security interest in the Collateral described on Exhibit A (the "Released Trademark Collateral"); provided that (i) the Net Proceeds of the Trademark Assignment are not less than the amount set forth in the Consent and Amendment No. 7 to Credit Agreement dated as of the date hereof, and (ii) no later than one (1) Business

Day following receipt by the Credit Parties of such Net Proceeds, the Borrowers apply the entirety of such Net Proceeds to repay outstanding Revolving Loans without a permanent reduction of the Aggregate Revolving Loan Commitment;

NOW, THEREFORE, for good and valuable consideration, Agent hereby states as follows:

1. Release of Security Interest. Agent hereby terminates, releases and discharges the Security Interest in the Released Trademark Collateral, and any right, title or interest of the Agent in such Released Trademark Collateral shall hereby cease and become void. The Security Agreements shall continue in full force and effect as to all other Trademark Collateral covered therein.

2. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested to effect the release of the Security Interest in the Released Trademark Collateral contemplated hereby.

3. Remaining Rights Intact. The execution, delivery and effectiveness of this Partial Termination and Release shall not operate as a waiver of any right, power or remedy of Agent or any Lender under the Credit Agreement or any other Loan Document, nor constitute amendment of any provision of the Credit Agreement or any other Loan Document, except as specifically set forth herein. Each Credit Party acknowledges and agrees that the amendments set forth herein are effective solely for the purposes set forth herein and that the execution and delivery by Agent and the Lenders of this Amendment shall not be deemed (i) except as expressly provided in this Amendment, to be a consent to any amendment, waiver or modification of any term or condition of the Credit Agreement or of any other Loan Document, (ii) to create a course of dealing or otherwise obligate Agent or Lenders to forbear, waive, consent or execute similar amendments under the same or similar circumstances in the future, or (iii) to amend, prejudice, relinquish or impair any right of Agent or Lenders to receive any indemnity or similar payment from any Person or entity as a result of any matter arising from or relating to this Amendment.

4. GOVERNING LAW. THIS PARTIAL TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL, IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized officer as of the date first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: Donald J. Cavanagh
Name: DONALD CAVANAGH
Duly Authorized Signatory

[Signature Page to Partial Termination and Release of Trademark Security Interest]

TRADEMARK
REEL: 004831 FRAME: 0287

EXHIBIT A

RELEASED TRADEMARK COLLATERAL

The "BURLINGTON" trademark for the KR Items, whether registered, unregistered, or arising by any applicable law of any jurisdiction throughout the United States, Puerto Rico, Canada and Mexico (the "*Territory*"), and all registrations and applications for registration of such trademark for the KR Items in the Territory, any and all renewals and extensions of such registrations and applications, and all other corresponding proprietary rights, interests, and protections, however arising, pursuant to any such law in the Territory;

The trademark registrations set forth on Schedule 1 hereto, and all extensions and renewals thereof;

The trademark registration set forth on Schedule 2 hereto, and all extensions and renewals thereof, but only to the extent that the registration describes the KR Items (or if such registration is split into two separate registrations, then the registration that covers only KR Items);

All rights of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law of any jurisdiction in the Territory; and

Any and all income, royalties or payments due or payable as of July 24, 2012 (the "*Effective Date*") or thereafter, including, without limitation, any and all claims, and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

As used herein, "*KR Items*" shall mean the following items for men, women, boys and girls which fall within International Class 25 with the Territory:

- a. Socks and hosiery items including sheer hosiery, stockings, liners, inserts, insoles, shapers, shape wear, knee highs, trouser socks, socks (including socks for men, women, and children, and athletic and performance socks), tights, leggings, jeggings as merchandised in legwear departments, capri's as merchandised in legwear departments, legwarmers, and leotards (including the following from the U.S. Trademark Acceptable Identification of Goods and Services Manual: ankle socks, anklets [socks], anti-perspirant socks; body shapers; body stockings; body suits; capri pants and capris as merchandised in legwear departments; hosiery; Jeggings as merchandised in legwear departments, namely pants that are partially jeans and partially leggings; knee highs; knee high stockings; leg shapers; leg warmers; leggings; leggings [variant of leggings]; leg

warmers; men's dress socks; men's socks; non-slip socks; slipper socks; slipper soles; slippers; socks; socks and stockings; soles [inner]; spats [leggings]; sport stockings; stockings; stockings [sweat-absorbent]; sun leggings; thermal socks; water socks; woolen socks);

- b. Sleepwear, pajamas and slippers (including the following from the U.S. Trademark Acceptable Identification of Goods and Services Manual: pajama bottoms; pajamas; pajamas treated with fire and heat retardants; pyjamas (from tricot only); sleepwear; sleepwear treated with fire and heat retardants);;
- c. Underwear, sweat pants and sweat shirts-shirts (including the following from the U.S. Trademark Acceptable Identification of Goods and Services Manual: athletic tights; boxer briefs; boxer shorts; briefs; briefs [underwear]; knitted underwear; ladies underwear; leotards; leotards and tights for women, men and children of nylon, cotton or other textile fibers; long underwear; men's underwear; panties; panties, shorts and briefs; pantyhose; parts of clothing, namely gussets for stockings, gussets for bathing suits; gussets for underwear, gussets for leotards and gussets for footlets; shapewear, namely girdles, bras.; sweat pants; sweat shirts; sweat shorts; sweatpants; sweatshirts; sweatsocks; thermal underwear; tights; underpants; undershirts; underwear; underwear, namely boy shorts; woolen tights);
- d. Yoga pants and yoga shirts;
- e. Foot accessories (including the following from the U.S. Trademark Acceptable Identification of Goods and Services Manual: ballet shoes, ballet slippers; dance slippers; disposable slippers; flip flops [footwear]; viscous gel polymer sold as a component of finished custom cushioned footwear for non-orthopedic purposes and apparel);
- f. Accessory categories (eyeglasses, handbags) (Class 9 and 18 respectively); and
- g. Swimwear.

SCHEDULE I

Full Assignment

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
BURLINGTON	United States	2,482,324
BURLINGTON	United States	138,483
BURLINGTON	Canada	UCA33182
BURLINGTON	Puerto Rico	7250

SCHEDULE 2

Partial Assignment

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
BURLINGTON	Mexico	309640