

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Burlington Industries, LLC		07/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kayser-Roth Corporation		
<b>Street Address:</b>	102 Corporate Center Boulevard		
<b>City:</b>	Greensboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27408		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0138483	BURLINGTON	
<b>Registration Number:</b>	2482324	BURLINGTON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3363785400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	336-378-5200		
<b>Email:</b>	wanda.armstrong@smithmoorelaw.com		
<b>Correspondent Name:</b>	Kimberly Bullock Gatling		
<b>Address Line 1:</b>	Smith Moore Leatherwood LLP		
<b>Address Line 2:</b>	P.O. Box 21927		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27420		
<b>ATTORNEY DOCKET NUMBER:</b>	25250.100		
<b>NAME OF SUBMITTER:</b>	Kimberly Bullock Gatling		

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Signature:	/kg/
Date:	07/31/2012
Total Attachments: 5 source=TRADEMARK ASSIGNMENT - BURLINGTON TMS#page1.tif source=TRADEMARK ASSIGNMENT - BURLINGTON TMS#page2.tif source=TRADEMARK ASSIGNMENT - BURLINGTON TMS#page3.tif source=TRADEMARK ASSIGNMENT - BURLINGTON TMS#page4.tif source=TRADEMARK ASSIGNMENT - BURLINGTON TMS#page5.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is effective as of the 25th day of July, 2012 (the "Effective Date"), by and between Burlington Industries, LLC (a wholly-owned division of International Textile Group, Inc.) ("Assignor"), and Kayser-Roth Corporation ("Assignee");

### WITNESSETH:

WHEREAS, pursuant to a Coexistence Agreement executed by the parties contemporaneously herewith, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, interest and goodwill in the Assigned Trademarks (as defined below);

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Definitions.

1.1 For purposes of this Assignment, "Territory" means the United States and Puerto Rico.

1.2 For purposes of this Assignment, "KR Items" means the following items for men, women, boys and girls:

1.2.1 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);

1.2.2 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);

1.2.3 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; pants, shorts and briefs; pantyhose; parts of clothing, namely gussets for stockings, gussets for bathin 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);

1.2.4 Yoga pants and yoga shirts;

1.2.5 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);

1.2.6 Accessory categories (eyeglasses, handbags) (Class 9 and 18 respectively); and

1.2.7 Swimwear.

2. Assignor hereby irrevocably sells, assigns, transfers, and conveys over to Assignee the entire right, title and interest in and to the following (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

2.1 the "BURLINGTON" trademark for the KR Items, whether registered, unregistered, or arising by any applicable law of any jurisdiction throughout 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;

2.2 without limitation to the generality of Section 2.1, the trademark registrations set forth on Schedule 1 hereto, and all extensions and renewals thereof;

2.3 all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction in the Territory; and

2.4 any and all income, royalties or payments due or payable as of 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.

3. Further Actions and Recordation. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and

assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee may deem reasonably appropriate that may be secured under the laws now or hereafter in effect in the Territory; and (4) in the implementation or perfection of this Assignment in the Territory, including without limitation, requesting the Commissioner for Trademarks of the U.S. Patent and Trademark Office and any other national, federal and state government officials in the Territory to record and register this Assignment upon request by Assignee.

4. Modification. No amendment or modification of this Assignment is effective unless in writing and signed by both parties.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the laws of the state of North Carolina without giving effect to any choice or conflict of law provision or rule.

7. Entire Agreement. This Assignment, together with the Coexistence Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Burlington Industries LLC

Kaysen-Roth Corporation

By: Neil W. Koonce  
Name: Neil W. Koonce  
Title: Vice President & Secretary

By: \_\_\_\_\_  
Name:  
Title:

assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee may deem reasonably appropriate that may be secured under the laws now or hereafter in effect in the Territory; and (4) in the implementation or perfection of this Assignment in the Territory, including without limitation, requesting the Commissioner for Trademarks of the U.S. Patent and Trademark Office and any other national, federal and state government officials in the Territory to record and register this Assignment upon request by Assignee.

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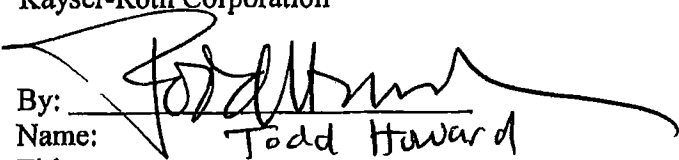
ASSIGNOR:

Burlington Industries LLC

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

Kayser-Roth Corporation

By:   
Name: Todd Howard  
Title: CFO

**SCHEDULE 1**

**Assigned Trademark Registrations**

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