

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Narricot Industries, LLC		09/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AEC Virginia, LLC		
Street Address:	150 N Park Street		
City:	Asheboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27203		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4139628	NARRICOT	
CORRESPONDENCE DATA			
Fax Number:	3363785400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336 378 5200		
Email:	wanda.armstrong@smithmoorelaw.com		
Correspondent Name:	Evan Kent Auberry		
Address Line 1:	Smith Moore Leatherwood LLP		
Address Line 2:	PO Box 21927		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
ATTORNEY DOCKET NUMBER:	5017146.1		
NAME OF SUBMITTER:	Evan Kent Auberry		
SIGNATURE:	/eka/		
DATE SIGNED:	10/10/2014		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of September 23, 2014, is made by NARRICOT INDUSTRIES, LLC, a Delaware limited liability company ("**Assignor**"), in favor of AEC Virginia, LLC, a North Carolina limited liability company ("**Assignee**").

WHEREAS, the Assignor and its parent, International Textile Group, Inc., a Delaware corporation ("**Assignor Parent**"), entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "**Purchase Agreement**") with Assignee, its parent, Asheboro Elastics Corp., a North Carolina corporation ("**Asheboro Elastic**"), and its affiliate, Boykins Holdings, LLC, a North Carolina limited liability company ("**Boykins**"); providing for the sale of the Assets (as this term is defined in the Purchase Agreement) by the Assignee to Assignor, Asheboro Elastics and Boykins, including all of Assignor's trademarks and service marks and certain other specified intellectual property rights;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) registrations of the internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Applicability of Purchase Agreement. The representations and warranties of the Assignor and Assignor Parent in the Purchase Agreement are incorporated herein by reference, but such representations and warranties remain subject to all of the remaining terms and conditions of the Purchase Agreement, including the limitations set forth therein. The execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Assignee or Assignor in or under the Purchase Agreement and such execution and delivery shall not be deemed a waiver or modification of, or supplement to, any provision of the Purchase Agreement in any respect.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with the Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, 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.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment

delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor [and Assignee] [has/have] duly executed and delivered this Trademark Assignment as of the date first above written.

NARRICOT INDUSTRIES, LLC

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

AGREED TO AND ACCEPTED:

AEC Virginia LLC

By _____

Name:

Title:

IN WITNESS WHEREOF, Assignor [and Assignee] [has/have] duly executed and delivered this Trademark Assignment as of the date first above written.

NARRICOT INDUSTRIES, LLC

By _____

Name:

Title:

AGREED TO AND ACCEPTED:

AEC Virginia LLC

By Lawrence F. Himes

Name: Lawrence F. Himes

Title: Manager

SCHEDULE 1

ASSIGNED TRADEMARKS

NARRICOT US REG NO. 4139628

COMMON LAW TRADEMARKS

NARRICOT



SCHEDULE 2
ASSIGNED DOMAIN NAMES

www.narricot.com