

ORIGINAL

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▪ Asbill & ▪  
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ATTORNEYS AT LAW

02-06-2001



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1-30-01

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January 30, 2001

VIA MESSENGER

BOX ASSIGNMENTS, CG-4  
Assignment Division  
U.S. Patent and Trademark Office  
1213 Jefferson Davis Highway, Suite 320  
Arlington, Virginia 22202

Re: WestPoint Stevens Inc.  
Absolute Release of Trademarks Assignments  
Our File No. 88330.0028

Dear Sir or Madam:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05(d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed Absolute Release of Trademarks Assignments as set forth in paragraph 4 below:

1) Name of conveying party: Fleet National Bank, f/k/a BankBoston, N.A., f/k/a The First National Bank of Boston, as Agent

2) Name and address of receiving party:

CMI Industries, Inc. (a Delaware corporation)  
1301 Gervais Street  
Columbia, South Carolina 29201

3) Nature of conveyance: Absolute Release of Trademarks Assignments

4) Please record this Absolute Release against U.S. trademark registration No. 744,549.

02/05/2001 09:48:00 00000230 7-4879

01 FD:481

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Atlanta ▪ Austin ▪ New York ▪ Tallahassee ▪ Washington, DC

TRADEMARK  
REEL: 002230 FRAME: 0458

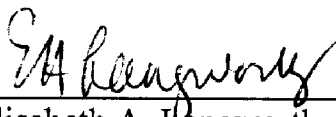
- 5) Name and address of party to whom correspondence concerning document should be mailed:

Elisabeth A. Langworthy, Esquire  
Sutherland Asbill & Brennan LLP  
1275 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2415

- 6) Total number of trademark registrations against which to record the Release: 1 (one).
- 7) Total fee enclosed: \$40.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) Total number of pages to be recorded: 5.
- 10) To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy of the document is a true copy of the document.

Respectfully submitted,

SUTHERLAND ASBILL & BRENNAN LLP

By:   
Elisabeth A. Langworthy

Enclosures

ABSOLUTE RELEASE OF TRADEMARKS ASSIGNMENTS

Reference is made to that certain Trademark Collateral Assignment and Security Agreement recorded as of June 20, 1988 in the United States Patent and Trademark Office at reel 0606, frame 0264, made by CMI Industries, Inc., a Delaware corporation ("CMI"), in favor of Fleet National Bank, f/k/a BankBoston, N.A., f/k/a The First National Bank of Boston (the "Agent").

WHEREAS, at CMI's request the Agent has agreed, on behalf of the Lenders, to release and terminate its security interests, if any, in the trademarks listed on the attached **Schedule A**;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby release to CMI, all of Agent's right, title and interest in and to the trademarks listed on Schedule A hereto, and the goodwill associated therewith, and all rights pertaining thereto, without recourse, representation or warranty of any kind.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its authorized officer or agent as of January 5, 2001.

FLEET NATIONAL BANK f/k/a  
BankBoston, N.A., f/k/a The First National  
Bank of Boston, as Agent

By: Robert G. Rose III  
Name: Robert G. Rose  
Title: Authorized Officer

State of Georgia )

County of Cobb )

ss

On this 5<sup>th</sup> day of January, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared Robert G Rose III, a duly authorized officer at Fleet National Bank, who acknowledged the execution of the foregoing instrument as his own free and voluntary act for and on behalf of such entity and stated his execution on behalf of such entity was duly authorized and approved by all appropriate action of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Monica Brasington  
Notary Public

Notary Public, Cobb County, Georgia.  
My Commission Expires July 30, 2002.

My commission expires \_\_\_\_\_

[NOTARIAL SEAL]

# SCHEDULE A

Trademark Collateral Assignment and Security Agreement  
Recorded in U.S. Patent and Trademark Office on June 20, 1988  
At Reel/Frame 0606/0264

<b>Mark</b>	<b>Reg. No.</b>
BUNNYLAND	381287
KENWOOD CLOTH	149954
SANICEL	744549