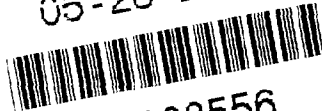


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-23-02 Joan Fabrics Corporation
Individual(s) Association General Partnership Limited Partnership
[X] Corporation-State Delaware Other
Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies)
Name: Main Street Textiles, L.P.
Internal Address:
Street Address: 100 Vesper Executive Park
City: Tyngsboro State: MA Zip: 01879-2710
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State
[X] Other Delaware Limited Partnership
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [] No [X]
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes [] No [X]

3. Nature of conveyance:
[X] Assignment Merger Security Agreement Change of Name Other
Execution Date: April 30, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Reg. No. 1,197,963 - ENDURANCE
Additional number(s) attached Yes [] No [X]

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Floyd A. Gibson, Esq. Alston & Bird LLP
Internal Address: Bank of America Plaza
Street Address: 101 S. Tryon Street Suite 4000
City: Charlotte State: NC Zip: 28280

7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number: 16-0605
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Floyd A. Gibson Signature
May 10, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT OF UNITED STATES
TRADEMARK REGISTRATION

WHEREAS, Joan Fabrics Corporation, a Delaware corporation, having a principal place of business at 100 Vesper Executive Park, Tyngsboro, MA 01879-2710, (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the trademark and the corresponding official United States Trademark Registration therefor:

Mark: **ENDURANCE**
Reg. No.: 1,197,963
Reg: June 15, 1982
Class: 24

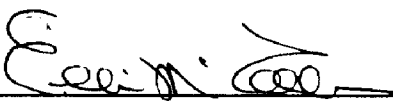
WHEREAS, Main Street Textiles, L.P., a Delaware Limited Partnership, having a principal place of business at 100 Vesper Executive Park, Tyngsboro, MA 01879-2710, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the trademark and the corresponding official United States Trademark Registration therefor:

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the trademark and the corresponding United States Trademark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said trademark, and said corresponding official United States Trademark Registration therefor, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 30th day of April, 2002.

JOAN FABRICS CORPORATION



Elkin McCallum
Chairman/CEO

CLT01/4530431v1