

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tietex International, Ltd.		03/31/2006	CORPORATION: SOUTH CAROLINA
Tietex Interiors		03/31/2006	general partnership: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2546943	MICROTEX
Registration Number:	1033077	TIETEX
Serial Number:	78695179	SLEEPFREE

CORRESPONDENCE DATA

Fax Number: (404)685-5231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 815-2231
 Email: heatherskinner@paulhastings.com
 Correspondent Name: Heather Skinner
 Address Line 1: 600 Peachtree Street, N.E.
 Address Line 2: Suite 2400
 Address Line 4: Atlanta, GEORGIA 30308-2222

CH \$90.00 2546943

ATTORNEY DOCKET NUMBER:	57325.00005
NAME OF SUBMITTER:	Chris D. Molen, Esq.
Signature:	/cdm/
Date:	04/10/2006
Total Attachments: 4 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of March, 2006, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF AMERICA, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Tietex International, Ltd., Tietex Interiors and the Lender, the Lender is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks, and service mark applications (the "Trademarks") and Trademark applications, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

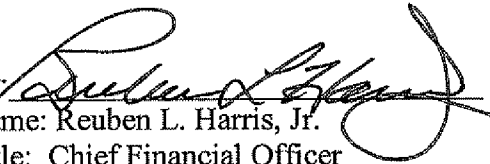
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TIETEX INTERNATIONAL, LTD., as
Grantor


By: 
Name: Reuben L. Harris, Jr.
Title: Chief Financial Officer

TIETEX INTERIORS, as Grantor

By: 
Name: Reed L. Cunningham
Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED
BY:**

BANK OF AMERICA, N.A., as the
Lender

By: 
Name: James S. Barwis
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

<u>Trademark</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
MICROTEX for Hunting Fabric	US 2546943	03/12/2002
TIETEX	US 1033077	02/10/1976
SLEEPFREE	US 78695179	08/18/05

Trade Names

Tietex Interiors