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
WLR Cone Mills IP, Inc.		03/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3795019	
Registration Number:	3862195	BLACK SEED
Serial Number:	85096085	CONE
Serial Number:	85196278	CONE DECORATIVE
Serial Number:	77334437	CONE DEEPTONE DENIM
Serial Number:	77186228	S GENE
Serial Number:	77186255	WHITE OAK
Registration Number:	2209454	XX
Registration Number:	2211475	XXX
Registration Number:	3855092	BLACK SEED
Registration Number:	0839642	POLYSPORT

OP $290.00 3795019

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	312-993-2998
Email:	magdalini.rizakos@lw.com
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins
Address Line 1:	233 South Wacker Drive, Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	03/31/2011

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2011 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined below) and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated concurrently herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among International Textile Group, Inc., a Delaware corporation ("ITG"), Burlington Industries LLC, a Delaware limited liability company ("Burlington"), Carlisle Finishing LLC, a Delaware limited liability company ("Carlisle"), Cone Denim LLC, a Delaware limited liability company ("Denim"), Cone Jacquards LLC, a Delaware limited liability company ("Jacquards"), Safety Components Fabric Technologies, Inc., a Delaware corporation ("SCFTI"), Narricot Industries LLC, a Delaware limited liability company ("Narricot") (ITG, Burlington, Carlisle, Jacquards, SCFTI and Narricot, collectively, the "Borrowers"), the other Persons party thereto that are designated as a "Credit Party", General Electric Capital Corporation, a Delaware corporation, in its capacity as Agent for the several financial institutions from time to time party to thereto (collectively, the "Lenders" and individually each a "Lender") and for itself as a Lender (including as Swingline Lender) and L/C Issuer, and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 29, 2006 in favor of the Agent, as amended by the Pledge Amendment dated as of April 15, 2008 between ITG and the Agent, as supplemented by the Joinder Agreement dated as of April 15, 2008 between Narricot and the Agent, and as reaffirmed and amended by the Master Reaffirmation and Amendment Agreement dated concurrently herewith in favor of the Agent (as further amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the

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Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

a. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute

one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

BURLINGTON INDUSTRIES, LLC
WLR CONE MILLS IP, INC.
SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC.

By: _____
Name: Craig J. Hart
Title: Vice President and Treasurer

NARRICOT INDUSTRIES LLC
By: International Textile Group, Inc.,
Its: sole member

By: Russell M. Robinson III
Name: Russell M. Robinson III
Title: Vice President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: DONALD J. CAVANAGH
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Appln. No.	Filed	Regn. No.	Regn. Date
Burlington Industries LLC		78/631677	5/17/05	3843156	8/31/10
Burlington Industries LLC		77/803052	8/12/09	n/a	n/a
Burlington Industries LLC	SIGMA	77/765787	6/23/09	3883759	11/30/10
Burlington Industries LLC	Environ	76/574106	2/4/04	3085887	4/25/06
Burlington Industries LLC		75/624021	1/21/99	2342955	4/18/00
Burlington Industries LLC	Monsanto	72/288595	1/11/68	858995	10/22/68
Narricot Industries LLC	Narricot	85/029016	5/3/10	n/a	n/a
WLR Cone Mills IP, Inc.		78/709668	9/9/05	3795019	5/25/10
Burlington Industries LLC	3-D	74/263607	4/7/92	1733146	11/17/92
Burlington Industries LLC	BIOGUARD	77/597417	10/21/08		
Burlington Industries LLC	BIOGUARD	76/287497	7/19/01	2860689	7/6/04
WLR Cone Mills IP, Inc.	BLACK SEED	78/969222	9/7/06	3862195	10/12/10
Burlington Industries LLC	BODYSHIELD	75/606307	12/16/98	2831049	4/13/04
Burlington Industries LLC	BURLINGTON CONTRACT FABRICS	78/201950	1/10/03	2887672	9/21/04

Grantor	Mark	Appln. No.	Filed	Regn. No.	Regn. Date
Burlington Industries LLC	BURLINGTON THE ORIGINAL (Stylized & Design)	77/805964	8/17/09	n/a	n/a
Burlington Industries LLC	C CLASS	76/263767	5/29/01	2658409	12/10/02
Burlington Industries LLC	C1	76/268664	6/8/01	2662094	2/17/02
Burlington Industries LLC	C2	76/343024	11/29/01	2723432	6/10/03
Burlington Industries LLC	C3	76/263714	5/29/01	2723246	6/10/03
Burlington Industries LLC	C4	76/263713	5/29/01	2662057	12/17/02
Burlington Industries LLC	C5	76/263774	5/29/01	2662058	12/17/02
Burlington Industries LLC	CA	76/263766	5/29/01	2658408	12/10/02
Burlington Industries LLC	CALYXA	73/049695	4/16/75	1033083	2/10/76
Burlington Industries LLC	CLEYN TINKER	78/550046	1/19/05	3041760	1/10/06
Burlington Industries LLC	COMFORTWEAVE	78/230040	3/26/03	2934071	3/15/05
WLR Cone Mills IP, Inc.	CONE	85/096085	7/29/10	n/a	n/a
WLR Cone Mills IP, Inc.	CONE DECORATIVE (Stylized & Design)	85/196278	12/13/10	n/a	n/a
WLR Cone Mills IP, Inc.	CONE DEEPTONE DENIM	77/334437	11/20/07	n/a	n/a
Burlington Industries LLC	ENVIRON	78/352499	1/15/04	3142930	9/12/06
Burlington Industries LLC	FLEXIQUE	73/216402	5/21/79	1145060	12/30/80
Burlington Industries LLC	FREESTYLE	72/422253	4/24/72	960992	6/12/73
Burlington Industries LLC	HYDROFUSION	75/603596	12/11/98	2418180	1/2/01
Burlington Industries LLC	HYDROVEIL	78/240101	4/21/03	2936931	3/29/05
Burlington Industries LLC	KLOPMAN	85/170355	11/5/10	n/a	n/a
Burlington Industries LLC	KLOPMAN	72/068149	2/20/59	697510	5/10/60
Burlington Industries LLC	MAXIMA	72/448954	2/14/73	978690	2/12/74
Burlington Industries LLC	MICROMOVE	74/291694	7/1/92	1797054	10/5/93
Burlington Industries LLC	MOISTURE-BLOC	78/172242	10/8/02	2893876	10/12/04

Grantor	Mark	Appln. No.	Filed	Regn. No.	Regn. Date
Burlington Industries LLC	NO FLY ZONE	78/741725	10/27/05	n/a	n/a
Burlington Industries LLC	PERFORMANCE CONTROL SYSTEM	76/482535	1/15/03	2883645	9/14/04
WLR Cone Mills IP, Inc.	POLYSPORT	72/272885	6/2/67	839642	11/28/67
Burlington Industries LLC	RAEFORD	85/018321	4/20/10	n/a	n/a
Burlington Industries LLC	RESTORA	72/153933	9/26/62	777463	9/22/64
WLR Cone Mills IP, Inc.	S GENE	77/186228	5/21/07	n/a	n/a
Safety Components Fabric Technologies, Inc.	SHADOW BOX	77/231737	7/17/07	3877240	11/16/10
Burlington Industries LLC	SUNSPARK	71/553450	3/31/48	520398	1/31/50
Burlington Industries LLC	THE MARK OF PROFESSIONAL IMAGE	75/557987	9/23/98	2423845	1/23/01
Burlington Industries LLC	VERSATECH	73/819777	8/17/89	1594293	5/1/90
WLR Cone Mills IP, Inc.	WHITE OAK	77/186255	5/21/07	n/a	n/a
WLR Cone Mills IP, Inc.	XX	75/123269	6/21/96	2209454	12/8/98
WLR Cone Mills IP, Inc.	XXX	75/123270	6/21/96	2211475	12/15/98
Burlington Industries LLC	BON VIVANT	72240150	3/04/66	825357	3/07/67
Burlington Industries LLC	COCOONA	72241634	3/23/66	824497	2/21/67
WLR Cone Mills IP, Inc.	BLACK SEED	78960401	8/25/06	3855092	9/28/10

2. IP LICENSES

Material IP Licenses

None.