

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tri Vantage, LLC		10/06/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, N.A.
<b>Street Address:</b>	100 North Main Street
<b>City:</b>	Winston-Salem
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27101
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1955106	AQUALON
Registration Number:	1840293	ASTRUP
Registration Number:	0953721	ASTRUP MARINER
Registration Number:	1757657	AWNTEX
Registration Number:	3269050	HIGH POINT COLLECTION
Registration Number:	1675909	PREMIER
Registration Number:	1696145	REFLECTIONS
Registration Number:	1970066	TRITON
Registration Number:	1516902	MARITIME

**CORRESPONDENCE DATA**

Fax Number: (704)353-3698  
 Phone: 7043315792  
 Email: donna.millard@klgates.com

**900204460**

**TRADEMARK  
 REEL: 004640 FRAME: 0498**

**OP \$240.00 1955106**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Karl S.Sawyer, Jr.  
Address Line 1: Post Office Box 33144  
Address Line 2: K & L Gates LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28233

ATTORNEY DOCKET NUMBER:	2812412.00097WELLSFARGO
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	10/12/2011

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of October 12, 2011 by and between (i) TRI VANTAGE, LLC (successor by merger to The Astrup Company, an Ohio corporation), a North Carolina limited liability company (the "Grantor") and (ii) WELLS FARGO BANK, N.A. (successor in interest by merger to Wachovia Bank, National Association), as Agent (in such capacity, the "Agent"), for the ratable benefit of itself and the Secured Parties.

### STATEMENT OF PURPOSE

Glen Raven, Inc. and certain of its subsidiaries and affiliates (including, without limitation, the Grantor) have agreed to amend and restate their existing credit facility by executing that certain Fifth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Glen Raven, Inc., Ravenwood International Corp., Quintin I Holding B.V., Quintin II S.A.S., the Agent, the Lenders and the other parties thereto.

As a condition precedent to the obligation of the Lenders to make and continue to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor has agreed to enter into that certain Amended and Restated Collateral Agreement, dated as of the date hereof, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement or the Credit Agreement, as applicable.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. The Grantor hereby grants, pledges and collaterally assigns to the Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired: (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A; (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B; (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and (iv) all products and proceeds of the foregoing.


2. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all

terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

TRI VANTAGE, LLC, as Grantor


By:   
Name: J. Gary Smith  
Title: Vice President

ACKNOWLEDGMENT

STATE OF North Carolina  
Alamance COUNTY

I, Susan E. Waddell, a Notary Public for said County and State, do hereby certify that J. Gary Smith personally appeared before me this day and stated that he is the Vice President of Tri Vantage, LLC and acknowledged, on behalf of Tri Vantage, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 6<sup>th</sup> day of October, 2011.

  
Notary Public

My commission expires:

December 3, 2011


[Signature Pages Continue]

[Trademark Security Agreement - Tri Vantage, LLC]

TRADEMARK  
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Acknowledged by the Agent as of the day and  
year first written above:

WELLS FARGO BANK, N.A., as Agent

By: \_\_\_\_\_

Name: Tim Sechrest

Title: Senior Vice President

*[Trademark Security Agreement - Tri Vantage, LLC]*

**TRADEMARK**  
**REEL: 004640 FRAME: 0503**

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TRADEMARKS

Name	Trademark No.	Issue Date	Renewal Date
AQUALON	1,955,106	2/6/1996	4/26/2016
ASTRUP	1,840,293	6/21/1994	6/21/2014
ASTRUP MARINER	0953721	2/20/1973	2/6/2013
AWNTEX	1,757,657	3/9/1993	4/2/2013
HIGH POINT COLLECTION	3,269,050	7/24/2007	7/24/2013
PREMIER	1,675,909	2/18/1992	4/3/2012
REFLECTION	1,696,145	6/23/1992	4/3/2012
TRITON	1,970,066	4/23/1996	6/23/2016
MARITIME	1,516,902	12/13/1988	12/13/2017

TRADEMARK SECURITY AGREEMENT

SCHEDULE B

TRADEMARK LICENSES

None.

[Trademark Security Agreement - TRI VANTAGE]

RECORDED: 10/12/2011

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