

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American & Efid Enterprises, Inc.		06/21/2023	Corporation: NORTH CAROLINA
Burlington Industries LLC		06/21/2023	Limited Liability Company: DELAWARE
Safety Components Fabric Technologies, Inc.		06/21/2023	Corporation: DELAWARE
WLR Cone Mills IP, Inc.		06/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 126			
Property Type	Number	Word Mark	
Registration Number:	0695405	A & E	
Registration Number:	1192799	JASMINE	
Registration Number:	1192896	THREADS USA	
Registration Number:	1350705	TUFF TWINE	
Registration Number:	1646061	THREADS USA	
Registration Number:	1703350	MAXI-LOCK	
Registration Number:	1718231	EXCELL	
Registration Number:	1779698	SIGNATURE	
Registration Number:	1830394	PERMA CORE	
Registration Number:	1830395	ANEFIL POLY	
Registration Number:	1827519	ANECORD	
Registration Number:	1827520	D-CORE	
Registration Number:	1827521	WILDCAT	
Registration Number:	1827522	WILDCAT PLUS	

CH \$3165.00 0695405

Property Type	Number	Word Mark
Registration Number:	1889931	MAGIC
Registration Number:	1830396	ANEFIL NYLON
Registration Number:	1827525	ANECOT
Registration Number:	1827526	ANECOT PLUS
Registration Number:	1830397	PERMA SPUN
Registration Number:	1887201	AMERICANA
Registration Number:	2031163	ANETRAK
Registration Number:	1998381	BEST STRETCH
Registration Number:	2074087	RA
Registration Number:	2099015	AMERICAN & EFIRD
Registration Number:	2222816	CLEARLON
Registration Number:	2415908	ANEQUILT
Registration Number:	2449275	ANESYST
Registration Number:	2516932	ANECORD POLY
Registration Number:	2512257	ANECORD NYLON
Registration Number:	2498155	SIGNATURE
Registration Number:	2851549	LASERBRITE
Registration Number:	2837457	SUPER BRITE POLYESTER
Registration Number:	2713303	ROBISON - ANTON
Registration Number:	2749835	SUPER LUSTER
Registration Number:	2837458	SUPER STRENGTH RAYON
Registration Number:	2867446	PIXELLES
Registration Number:	2794444	MOONGLOW
Registration Number:	3468538	A&E
Registration Number:	3707582	TWISTER TWEED
Registration Number:	3776485	ECO-DRIVEN
Registration Number:	3809235	ECO-DRIVEN
Registration Number:	3955659	MAXI-LOCK STRETCH
Registration Number:	4032306	FILAN
Registration Number:	2756312	TEX KOOL
Registration Number:	2850722	SPUN KOOL
Registration Number:	2920713	LUDLOW
Registration Number:	3024516	ANECOLOR
Registration Number:	3101950	DESIGN-A-CORE
Registration Number:	3311698	MAXI-LOCK SWIRLS
Registration Number:	3070929	ANETEC
Registration Number:	3304222	SUNSTOP
Registration Number:	3244045	ANECALC

Property Type	Number	Word Mark
Registration Number:	3251505	A&E
Registration Number:	4298814	ANESAFE
Registration Number:	4298845	ANEGUARD
Registration Number:	4199905	ANESOFT
Registration Number:	4351775	T.H.R.E.A.D.
Registration Number:	4332961	INTRESSA
Registration Number:	4353726	SEE WHAT MATERIALIZES
Registration Number:	4461037	A&E CONSUMER PRODUCTS SEE WHAT MATERIALI
Registration Number:	4867044	ECO-DRIVEN
Registration Number:	2886662	VICTOR
Registration Number:	0855164	BURLINGTON
Registration Number:	0978690	MAXIMA
Registration Number:	1145060	FLEXIQUE
Registration Number:	1594293	VERSATECH
Registration Number:	1797054	MICROMOVE
Registration Number:	2147243	BURLINGTON
Registration Number:	2218338	M.C.S. MOISTURE CONTROL SYSTEM
Registration Number:	2342955	
Registration Number:	2374803	BURLINGTON
Registration Number:	2393660	M.C.S.
Registration Number:	2658408	CA
Registration Number:	2658409	C CLASS
Registration Number:	2662057	C4
Registration Number:	2662058	C5
Registration Number:	2662094	C1
Registration Number:	2723246	C3
Registration Number:	2723432	C2
Registration Number:	2831049	BODYSHIELD
Registration Number:	2860689	BIOGUARD
Registration Number:	3843156	
Registration Number:	3883759	SIGMA
Registration Number:	3983832	RAEFORD
Registration Number:	3990941	NO FLY ZONE
Registration Number:	4428993	BIOGUARD
Registration Number:	4682361	SYNATURAL
Registration Number:	5100549	BURLINGTON TECHNOLOGIES
Registration Number:	5166612	XALT
Registration Number:	5891445	BURLINGTON

Property Type	Number	Word Mark
Registration Number:	7026320	ODORBLOCK
Registration Number:	6747070	WHAT GOES AROUND, COMES AROUND
Registration Number:	6316086	RESTORA
Registration Number:	6296085	RAEFLEX
Registration Number:	6206255	RESTORA
Registration Number:	2317280	GLIDE II
Registration Number:	2433957	FUSION
Registration Number:	2933751	WEATHERMAX
Registration Number:	3366261	HYDROMAX
Registration Number:	2927550	FUSION Z
Registration Number:	3877240	SHADOW BOX
Registration Number:	6365643	PF ZERO
Registration Number:	6521214	DISTILLED INDIGO
Registration Number:	6119698	CONE DEEPTONE DENIM
Registration Number:	2306233	CONE
Registration Number:	3722707	WHITE OAK
Registration Number:	4038761	S GENE
Registration Number:	4038762	WHITE OAK
Registration Number:	3687474	CONE DENIM
Registration Number:	3723781	CONE
Registration Number:	3795019	
Registration Number:	4033621	CONE
Registration Number:	4908949	SUSTAINBLUE
Registration Number:	5329906	CONEGARD
Registration Number:	5807071	CONE
Registration Number:	5891488	CONE
Registration Number:	6037348	CONESTRONG
Registration Number:	6037349	TRUTONE
Registration Number:	6136499	CONE DEEPTONE DENIM
Registration Number:	5840049	CARLISLE COTTON COMPANY
Serial Number:	88749725	ODORBLOCK
Serial Number:	90556999	SURGSHIELD HC LEVEL 4
Serial Number:	90557003	SURGSHIELD
Serial Number:	97777830	ELEVATE TEXTILES
Serial Number:	97229187	OUTDOOR SYNTHETIC WOOL
Serial Number:	97229113	HAVEN

CORRESPONDENCE DATA

**TRADEMARK
REEL: 008108 FRAME: 0004**

Fax Number: 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06694-00001
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NAME OF SUBMITTER:	Stephanie Kann
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SIGNATURE:	/stephanie kann/
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DATE SIGNED:	06/23/2023
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Total Attachments: 10

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of Wilmington Savings Fund Society FSB, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of June 21, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the ABL Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the ABL Intercreditor Agreement and this Trademark Security Agreement, the terms of ABL Intercreditor Agreement shall govern.

[signature page follows]

Acknowledged and agreed:

GRANTORS:

AMERICAN & EFIRD ENTERPRISES, INC.
BURLINGTON INDUSTRIES LLC
SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC.
WLR CONE MILLS IP, INC.

By: 
Name: Elliott Barker
Title: Chief Financial Officer

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY FSB,
as Collateral Agent

By: 
Name: Raye Goldsborough
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 008108 FRAME: 0009

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
American & Efird Enterprises, Inc.	0695405	A & E
American & Efird Enterprises, Inc.	1192799	JASMINE
American & Efird Enterprises, Inc.	1192896	THREADS USA
American & Efird Enterprises, Inc.	1350705	TUFF TWINE
American & Efird Enterprises, Inc.	1646061	THREADS USA
American & Efird Enterprises, Inc.	1703350	MAXI-LOCK
American & Efird Enterprises, Inc.	1718231	EXCELL
American & Efird Enterprises, Inc.	1779698	SIGNATURE
American & Efird Enterprises, Inc.	1830394	PERMA CORE
American & Efird Enterprises, Inc.	1830395	ANEFIL POLY
American & Efird Enterprises, Inc.	1827519	ANECORD
American & Efird Enterprises, Inc.	1827520	D-CORE
American & Efird Enterprises, Inc.	1827521	WILDCAT
American & Efird Enterprises, Inc.	1827522	WILDCAT PLUS
American & Efird Enterprises, Inc.	1889931	MAGIC
American & Efird Enterprises, Inc.	1830396	ANEFIL NYLON
American & Efird Enterprises, Inc.	1827525	ANECOT
American & Efird Enterprises, Inc.	1827526	ANECOT PLUS
American & Efird Enterprises, Inc.	1830397	PERMA SPUN
American & Efird Enterprises, Inc.	1887201	AMERICANA
American & Efird Enterprises, Inc.	2031163	ANETRAK

American & Efird Enterprises, Inc.	1998381	BEST STRETCH
American & Efird Enterprises, Inc.	2074087	RA
American & Efird Enterprises, Inc.	2099015	AMERICAN & EFIRD
American & Efird Enterprises, Inc.	2222816	CLEARLON
American & Efird Enterprises, Inc.	2415908	ANEQUILT
American & Efird Enterprises, Inc.	2449275	ANESYST
American & Efird Enterprises, Inc.	2516932	ANECORD POLY
American & Efird Enterprises, Inc.	2512257	ANECORD NYLON
American & Efird Enterprises, Inc.	2498155	SIGNATURE
American & Efird Enterprises, Inc.	2851549	LASERBRITE
American & Efird Enterprises, Inc.	2837457	SUPER BRITE POLYESTER
American & Efird Enterprises, Inc.	2713303	ROBISON - ANTON
American & Efird Enterprises, Inc.	2749835	SUPER LUSTER
American & Efird Enterprises, Inc.	2837458	SUPER STRENGTH RAYON
American & Efird Enterprises, Inc.	2867446	PIXELLES
American & Efird Enterprises, Inc.	2794444	MOONGLOW
American & Efird Enterprises, Inc.	3468538	A&E
American & Efird Enterprises, Inc.	3707582	TWISTER TWEED
American & Efird Enterprises, Inc.	3776485	ECO-DRIVEN
American & Efird Enterprises, Inc.	3809235	ECO-DRIVEN
American & Efird Enterprises, Inc.	3955659	MAX-I-LOCK STRETCH
American & Efird Enterprises, Inc.	4032306	FILAN
American & Efird Enterprises, Inc.	2756312	TEX KOOL
American & Efird Enterprises, Inc.	2850722	SPUN KOOL
American & Efird Enterprises, Inc.	2920713	LUDLOW
American & Efird Enterprises, Inc.	3024516	ANECOLOR

American & Efirm Enterprises, Inc.	3101950	DESIGN-A-CORE
American & Efirm Enterprises, Inc.	3311698	MAXI-LOCK SWIRLS
American & Efirm Enterprises, Inc.	3070929	ANETIC
American & Efirm Enterprises, Inc.	3304222	SUNSTOP
American & Efirm Enterprises, Inc.	3244045	ANECALC
American & Efirm Enterprises, Inc.	3251505	A&E
American & Efirm Enterprises, Inc.	4298814	ANESAFE
American & Efirm Enterprises, Inc.	4298845	ANEGUARD
American & Efirm Enterprises, Inc.	4199905	ANESOFT
American & Efirm Enterprises, Inc.	4351775	T.H.R.E.A.D.
American & Efirm Enterprises, Inc.	4332961	INTRESSA
American & Efirm Enterprises, Inc.	4353726	SEE WHAT MATERIALIZES
American & Efirm Enterprises, Inc.	4461037	A&E CONSUMER PRODUCTS SEE WHAT MATERIALIZES EST. 1891
American & Efirm Enterprises, Inc.	4867044	ECO-DRIVEN
American & Efirm Enterprises, Inc. ¹	2886662	VICTOR
Burlington Industries LLC	855164	BURLINGTON
Burlington Industries LLC	978690	MAXIMA
Burlington Industries LLC	1145060	FLEXIQUE
Burlington Industries LLC	1594293	VERSATECH
Burlington Industries LLC	1797054	MICROMOVE
Burlington Industries LLC	2147243	BURLINGTON
Burlington Industries LLC	2218338	M.C.S. MOISTURE CONTROL SYSTEM
Burlington Industries LLC	2342955	design
Burlington Industries LLC	2374803	BURLINGTON

¹ Owner name is misspelled in the US Patent and Trademark Office database.

Burlington Industries LLC	2393660	M.C.S.
Burlington Industries LLC	2658408	CA
Burlington Industries LLC	2658409	C CLASS
Burlington Industries LLC	2662057	C4
Burlington Industries LLC	2662058	C5
Burlington Industries LLC	2662094	C1
Burlington Industries LLC	2723246	C3
Burlington Industries LLC	2723432	C2
Burlington Industries LLC	2831049	BODYSHIELD
Burlington Industries LLC	2860689	BIOGUARD
Burlington Industries LLC	3843156	design
Burlington Industries LLC	3883759	SIGMA
Burlington Industries LLC	3983832	RAEFORD
Burlington Industries LLC	3990941	NO FLY ZONE
Burlington Industries LLC	4428993	BIOGUARD
Burlington Industries LLC	4682361	SYNATURAL
Burlington Industries LLC	5100549	BURLINGTON TECHNOLOGIES
Burlington Industries LLC	5166612	XALT
Burlington Industries LLC	5891445	BURLINGTON
Burlington Industries LLC	7026320	ODORBLOCK
Burlington Industries LLC	6747070	WHAT GOES AROUND, COMES AROUND
Burlington Industries LLC	6316086	RESTORA
Burlington Industries LLC	6296085	RAEFLEX
Burlington Industries LLC	6206255	RESTORA
Safety Components Fabric Technologies, Inc.	2317280	GLIDE II

Safety Components Fabric Technologies, Inc.	2433957	FUSION
Safety Components Fabric Technologies, Inc.	2933751	WEATHERMAX
Safety Components Fabric Technologies, Inc.	3366261	HYDROMAX
Safety Components Fabric Technologies, Inc.	2927550	FUSION Z
Safety Components Fabric Technologies, Inc.	3877240	SHADOW BOX
Safety Components Fabric Technologies, Inc.	6365643	PF ZERO
WLR Cone Mills IP, Inc.	6521214	DISTILLED INDIGO
WLR Cone Mills IP, Inc.	6119698	CONE DEEPTONE DENIM
WLR Cone Mills IP, Inc.	2306233	CONE
WLR Cone Mills IP, Inc.	3722707	WHITE OAK
WLR Cone Mills IP, Inc.	4038761	S GENE
WLR Cone Mills IP, Inc.	4038762	WHITE OAK
WLR Cone Mills IP, Inc.	3687474	CONE DENIM
WLR Cone Mills IP, Inc.	3723781	CONE
WLR Cone Mills IP, Inc.	3795019	(Design Only)
WLR Cone Mills IP, Inc.	4033621	CONE
WLR Cone Mills IP, Inc.	4908949	SUSTAINBLUE
WLR Cone Mills IP, Inc.	5329906	CONEGARD
WLR Cone Mills IP, Inc.	5807071	CONE
WLR Cone Mills IP, Inc.	5891488	CONE
WLR Cone Mills IP, Inc.	6037348	CONESTRONG
WLR Cone Mills IP, Inc.	6037349	TRUTONE

WLR Cone Mills IP, Inc.	6136499	CONE DEEPTONE DENIM
WLR Cone Mills IP, Inc.	5840049	CARLISLE COTTON COMPANY

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Burlington Industries LLC	88749725	ODORBLOCK
Burlington Industries LLC	90556999	SURGSHIELD HC LEVEL 4
Burlington Industries LLC	90557003	SURGSHIELD
Elevate Textiles, Inc.	97777830	ELEVATE TEXTILES
Safety Components Fabric Technologies, Inc.	97229187	OUTDOOR SYNTHETIC WOOL
Safety Components Fabric Technologies, Inc.	97229113	HAVEN