

07-13-1999



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NOTE: The following appendix did not appear in the Code

APPENDIX B

6-15-99

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FORM PTO-1595 1-31-92 RECORDATION FORM COVER SHEET PATENTS ONLY U.S. DEPARTMENT OF COMMERCE 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): Thomaston Mills 115 East Main Street P.O. Box 1131 Thomaston, GA 30286 Additional name(s) of conveying party(ies) attached? [] yes [X] no

2. Name and address of receiving party(ies): Name: Wachovia Bank, N.A. Internal Address: Street Address: 191 Peachtree Street City Atlanta State GA ZIP 30303 Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of Conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: August 19, 1998

Street Address: 191 Peachtree Street City Atlanta State GA ZIP 30303 Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No(s) B. Patent No(s) 4,382,301 Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Pamela Allen Internal Address: King & Spalding Street Address: 191 Peachtree Street City Atlanta State GA ZIP 30303

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [X] Enclosed \$40.00 [] Authorized to be changed to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Pamela A. Allen Name of Person Signing Signature Date 5/19/99 Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94) Do not detach this portion

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231 40.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

COLLATERAL ASSIGNMENT AND PATENT SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND PATENT SECURITY AGREEMENT (this "Agreement"), made as of the 19th day of August, 1998, by THOMASTON MILLS, INC., a Georgia corporation ("Grantor"), in favor of WACHOVIA BANK, N.A., a national bank ("Wachovia"), not individually but in its capacity as "Collateral Agent" for the ratable benefit of the "Agents," "Issuers" and "Lenders" identified as such in the Credit Agreement described below (Wachovia, acting in such agency capacity, herein called "Collateral Agent").

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain patents which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Patent Rights"); and

WHEREAS, Grantor has entered into a certain Credit and Security Agreement, dated of even date herewith, with the Collateral Agent, among others (herein, as it may be supplemented, amended or modified from time to time, called the "Security Agreement"; capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Security Agreement), and this Agreement is being executed in supplementation thereof;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Collateral Agent a security interest in, and makes to Collateral Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Patent Rights. The Patent Rights shall serve as collateral security for the payment of all Obligations, shall constitute a part of the Collateral, and shall be subject to all of the terms and conditions of the Security Agreement.

Notwithstanding the foregoing, unless and until Collateral Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Patent Rights, Grantor shall own, and may use and enjoy the Patent Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that Collateral Agent shall not have any obligation or responsibility to protect or defend the Patent Rights and Grantor shall at its own expense protect,

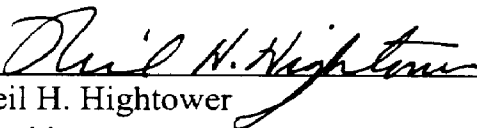
defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Collateral Agent in writing of infringements of the Patent Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Collateral Agent may do so in Grantor's name or in Collateral Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Collateral Agent for all expenses, including attorneys' fees, incurred by Collateral Agent in protecting, defending and maintaining the Patent Rights owned by Grantor.

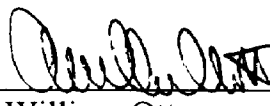
The security interest in and collateral assignment of the Patent Rights granted hereunder shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Obligations. At such time Collateral Agent shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Collateral Agent's interest in the Patent Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Collateral Agent and its successors and assigns and bind Grantor and its successors and assigns.

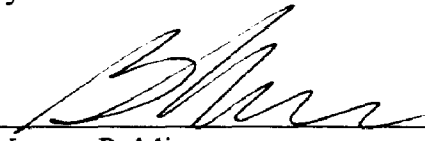
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

THOMASTON MILLS, INC.

By: 
Neil H. Hightower
President

Attest: 
A. William Ott
Vice President-Finance

On this August 19, 1998, before me appeared the person(s) who signed the within and foregoing Collateral Assignment and Patent Security Agreement in his (their) capacity(ies) as a (the) representative(s) having the title(s) inscribed above of Thomaston Mills, Inc., a Georgia corporation, who acknowledged that he (they) signed same as his (their) free act(s) for and on behalf of the identified company with authority to do so.



Notary Public



Exhibit A

<u>Patent</u>	U.S. Patent No. <u>Number</u>	Issue <u>Date</u>
Snake Proof Chaps	4-382-301	5/10/83

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