

08-20-2001



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

101815784

To the Honorable of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WestPoint Stevens Inc.
WestPoint Stevens Inc., I (f/k/a West Point-
Pepperell Enterprises, Inc.)
P. Stevens Enterprises, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Bankers Trust CompanyInternal Address: 14th FloorStreet Address: 130 Liberty Street14th FloorCity: New York State: NY ZIP: 10006Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of
Name☐ Other _____Execution Date: June 29, 2001

4. Application Number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

SEE ATTACHED SCHEDULE A

B. Patent No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? ☐ Yes ☐ No

5. Name and Address of party to whom correspondence concerning document should be mailed:

Return To 34186**National Corporate Research, LTD.**
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved

117. Total fee (37 CFR 3.41).....\$ 440.00☐ Enclosed☐ Authorized to be charged 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.

Imole Ogowewo

Name of Person Signing

Signature

08/09/01

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required coversheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/17/2001 TBI/AZ1 00000055 5160503

01 FC:561

440.00 DP

Schedule A**WestPoint Stevens Inc. U.S. Patents**

Patent No.	Description	Issue Date	Expiration Date
5,160,503	Water-soluble blends of active methylene compounds and polyhydric alcohols as formaldehyde scavengers	11/3/92	11/13/09
5,194,674	Water-soluble active methylene as formaldehyde scavengers	3/16/93	3/16/10
5,268,502	Water-soluble blends of active methylene compounds & polyhydric alcohol as formaldehyde scavengers	12/7/93	12/7/10
5,446,195	Water-soluble active methylenes as formaldehyde scavengers	8/29/95	8/29/12
5,478,603	Methods for imparting stain-resistance to polyamide and wool textile products which are lightfast and durable to alkaline washing	12/26/95	12/26/12
5,599,613	Compositions for imparting stain-resistance to polyamide textile products which are lightfast and durable to alkaline washing	2/4/97	2/4/14
5,707,404	A formaldehyde free method for imparting permanent press properties to cotton & cotton blends	1/13/98	1/13/15
6,123,739	Novel method to impart wrinkle free properties to sheeting and other fabrics made from cotton	9/26/00	9/26/20

**WestPoint Stevens Inc. I (formerly West Point-Pepperell Enterprises, Inc.) U.S.
Patents**

Patent No.	Description	Issue Date	Expiration Date
4,511,463	Process for recovery of phosphate ore	4/16/85	4/16/02
4,667,882	Device for applying foam to textiles	5/26/87	5/26/04
5,328,766	Stain-resistant, lightfast polyamide textile products and woolen goods and compositions and processes therefor	7/12/94	7/12/11

GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (as amended, supplemented or otherwise modified from time to time, this "Grant") is made as of June 29, 2001 by WestPoint Stevens Inc. (the "Borrower"), WestPoint Stevens Inc. I (formerly known as West Point-Pepperell Enterprises, Inc.), and J.P. Stevens Enterprises, Inc., each a Delaware corporation (each sometimes referred to individually herein as "Grantor," and, collectively, as the "Grantors"), in favor of Bankers Trust Company, acting not in its individual capacity but solely as administrative agent (in such capacity, and together with any successors in such capacity, the "Administrative Agent") for the lending institutions (the "Lenders") from time to time party to the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Borrower, the Lenders and the Administrative Agent have contemporaneously with the execution and delivery of this Grant entered into that certain Credit Agreement dated as of June 29, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to make to or for the account of the Borrower a Loan (as defined in the Credit Agreement);

WHEREAS, contemporaneously with the execution and delivery of this Grant, the Grantors, certain affiliates of the Grantors and the Administrative Agent have entered into that certain Collateral Security Agreement dated as of June 29, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Security

Agreement;" capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Security Agreement);

WHEREAS, the Administrative Agent and the Lenders have required, as a condition, among others, to the making of the Loan, that Grantors execute and deliver this Grant; and

WHEREAS, this Grant is given by the Grantors in favor of the Administrative Agent for its benefit and for the benefit of the Lenders (collectively, the "Secured Parties") to secure the payment and performance of all of the Secured Debt.

NOW THEREFORE, in consideration of the premises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

1. Incorporation of the Collateral Security Agreement. The Collateral Security Agreement and its provisions are hereby incorporated herein in their entirety by this reference.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all Secured Debt and any interest accrued thereon, each Grantor hereby grants to the Administrative Agent (for the benefit of the Secured Parties) a security interest of the priority contemplated in the Collateral Security Agreement, effective immediately, in Grantor's entire right, title and interest in and to any and all of its now owned or existing and hereafter acquired or arising:

(i) patents and patent applications, whether in the United States or any foreign jurisdiction, including, without limitation, those listed on Schedule A (as may be amended from time to time) attached hereto and made a part hereof, and the inventions and improvements described and claimed therein and trade secrets and know-how, and any and all re-issues, divisions, renewals, extensions and continuations thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) trademarks, trademark registrations, trade names, and trademark applications, including, without limitation, the trademarks, trade names and applications listed on Schedule B (as may be amended from time to time) attached hereto and made a part hereof, and any and all renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto including, without limitation, damages, claims and payments for past, present and future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights and goodwill corresponding thereto and represented thereby throughout the world (all of the

foregoing being sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(iii) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

3. Assignment of Patents. Subject to Paragraph 6 below, in addition to all other rights granted to the Administrative Agent under the Collateral Security Agreement and this Grant, each Grantor hereby sells, assigns, transfers and sets over to the Administrative Agent (for the benefit of the Secured Parties) such Grantor's entire right, title and interest in and to all Patents and all of such Grantor's business forms and other paper products, work-in-process and raw materials covered by any United States or foreign Patent, and any renewal, re-issue, division, extension and continuation of such Patent including, without limitation, Patents that may pertain to the Collateral.

4. Assignment of Trademarks and Goodwill. Subject to Paragraph 6 below, in addition to all other rights granted to the Administrative Agent under the Collateral Security Agreement and this Grant, each Grantor hereby sells, assigns, transfers and sets over to the Administrative Agent (for the benefit of the Secured Parties) such Grantor's entire right, title and interest in and to all Trademarks and the goodwill of such Grantor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. Except as otherwise provided in this Agreement, each Grantor agrees that it will not take any action, or permit any ac-

tion to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforceability in any material respect of the rights transferred to the Administrative Agent under this Grant, and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever; provided, however, that the Borrower or any of its Subsidiaries may permit any Trademark or Patent filing to become inactive or sell or otherwise transfer any Trademark or Patent, if such action would not be reasonably likely to have a material adverse effect on the condition (financial or otherwise), properties, business or results of operations of the Borrower and its Subsidiaries or any Credit Party (as defined in the Credit Agreement), in each case taken as a whole. Each Grantor hereby covenants that it will notify the Administrative Agent no less frequently than every twelve (12) months if any Patent or Trademark shall at any time hereafter become subject to any agreement and that each Grantor will provide the Administrative Agent with full identification thereof and with such further documentation as the Administrative Agent may reasonably request to accomplish or assure the accomplishment of the purposes of this Grant.

6. Terms. The security interests granted herein shall subsist until the expiration of each of the respective Patents and Trademarks covered thereby, or until all Secured Debt and any interest accrued thereon, has been finally paid in full and the Credit Agreement, any notes issued pursuant thereto and the other agreements, documents and instruments executed in connection therewith, including, without limitation, the Guaranties (collectively, the "Credit Instruments") are terminated, whichever first occurs. The Administrative Agent hereby covenants and agrees that, notwithstanding

the existence of the rights of the Administrative Agent pursuant to the Collateral Security Agreement, the assignments pursuant to Paragraphs 3 and 4 hereinabove shall become actionable only upon the occurrence of an Event of Default, and prior to the occurrence of same, the Administrative Agent shall take no actions with respect to the property assigned hereunder except as expressly authorized herein.

Each Grantor hereby authorizes the Administrative Agent from and after the occurrence of an Event of Default to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Patents and Trademarks, (ii) take any other actions with respect to the Patents and Trademarks as the Administrative Agent deems in the best interest of the Administrative Agent and the Secured Parties, or (iii) grant or issue any exclusive or nonexclusive license under the Patents or Trademarks to anyone and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Trademarks, to anyone free and clear of any encumbrance upon title thereof created after the date of this Grant. This power of attorney, being coupled with an interest, shall be irrevocable unless and until all Secured Debt, and any interest thereon, has been finally paid in full and the Credit Instruments terminated.

1. Reports of Applications. The Patents and Trademarks listed on the Schedules attached hereto constitute all of the registered Patents and Trademarks currently owned by each Grantor, except for Patent and Trademarks owned by a Grantor that have been abandoned by such Grantor and are no longer used or valuable to such Grantor's current busi-

ness operations. Each Grantor shall provide the Administrative Agent with a list every twelve (12) months of all new registered Patents and Trademarks and all new applications for United States and foreign Letters Patent and United States and foreign registrations of Trademarks, and a list of the issuance of any Letters Patent and/or registrations of Trademarks and their applications, which new applications, Patents and Trademarks shall be subject to the terms and conditions of the Collateral Security Agreement and this Grant.

2. Effect on Collateral Security Agreement; Cumulative Remedies. Each Grantor acknowledges and agrees that this Grant is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent under the Collateral Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. All of the Administrative Agent's rights and remedies with respect to the Patents and Trademarks, whether established hereby, by the Collateral Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

3. Representations and Warranties. Each Grantor hereby represents, warrants, covenants and agrees that:

(a) It is and will continue to be the sole owner of all right, title and interest in the Patents and Trademarks used in, or necessary for the conduct of, its business as currently conducted, which are material to the condition (financial or otherwise), properties, business or results of operations of the Borrower and its Subsidiaries or any Credit Party, in each case taken as a whole, so long as they shall continue in force, free from any security interest, lien or encumbrance in favor of any person except for the

security interest granted to the Administrative Agent and the lien in favor of the Senior Collateral Trustee securing the First Lien Indebtedness and, to the best of each Grantor's knowledge, free from any adverse claim which has or is reasonably likely to have a material adverse effect on the condition (financial or otherwise), properties, business, or results of operations of the Borrower and its Subsidiaries or any Credit Party, in each case taken as a whole.

(b) It has the full right and power to grant the security interest in its Patents and Trademarks made hereby.

(c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of its Patents and Trademarks, except for the assignments and transfers made in favor of the Senior Collateral Trustee pursuant to the Senior Collateral Trust Agreement.

(d) Except for those filings made in connection with the Senior Collateral Trust Agreement, there is no financing statement or other similar document or instrument now signed or on file in any public office covering any part of the Patents or Trademarks, except those showing the Administrative Agent as secured party, and so long as any Secured Debt and any interest thereon remains outstanding, Grantor will not execute, and there will not be on file in any public office, any such financing statement or other similar document or instruments, except as set forth herein.

(e) Each Grantor does not own any material copyrights.

4. Protection of Trademarks. Each Grantor agrees, in connection with its use of the Trademarks listed on Schedule B attached hereto used in, or necessary for the conduct of, its business as currently conducted, which are material to the condition (financial or otherwise), properties, business or results of operations of the Borrower and its Subsidiaries or any Credit Party, in each case taken as a whole, that it will (a) maintain the quality of the products covered by such Trademarks consistent with their usage as of the date of this Grant, (b) upon request of the Trustee, provide the Trustee with an officer's certificate certifying compliance with clause (a) hereof, (c) do all things reasonably necessary to preserve the goodwill associated with the Trademarks at a level at least as high as of the date of this Grant and (d) subject to the first sentence of this Paragraph 10, maintain the Trademarks in full force free from any claim of abandonment for nonuse, and will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated or unenforceable.

Each Grantor agrees that with respect to its use of all other Trademarks it will comply with this Paragraph 10 as appropriate in its reasonable business judgment.

1. Additional Duties of Grantor. Each Grantor shall have the duty (i) to prosecute diligently any application to register the Patents and Trademarks pending as of the date hereof or thereafter, as appropriate in its reasonable business judgment, until all Secured Debt and all interest thereon has been paid in full, (ii) to make application on unpatented but patentable inventions and on Trademarks as appropriate in its reasonable business judgment,

and (iii) to preserve and maintain all rights in all Patents and Trademarks and in all applications to register Patents and Trademarks and enforce against any infringements of such rights to the extent that enforcement is deemed appropriate in its reasonable business judgment. Any expenses incurred in connection with such applications shall be borne by each Grantor. Each Grantor agrees to retain a registered patent attorney for the filing and prosecution of all such applications and other proceedings subject to such Grantor's reasonable business judgment as provided elsewhere in this Grant.

If any Grantor fails to comply with any of the foregoing duties, the Administrative Agent may, but shall not be required to, do so in such Grantor's name to the extent permitted by law, but at such Grantor's expense, and each Grantor hereby agrees to reimburse the Administrative Agent in full for all expenses, including the reasonable fees and disbursements of counsel incurred by the Administrative Agent in so protecting, defending and maintaining the Patents and Trademarks. All moneys so paid out shall be Secured Debt repayable on demand, together with interest at the rate applicable to Secured Debt.

In the event any Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien, encumbrance or security interest prohibited hereby, or shall fail to comply with any other duty hereunder, the Administrative Agent may, but shall not be required to, pay, satisfy, discharge, or bond the same for the account of such Grantor, and all moneys so paid out shall be Secured Debt repayable on demand, together with interest at the rate applicable to the Secured Debt.

Within thirty (30) days of acquiring any material copyright, each Grantor will notify the Administrative Agent of such acquisition and, at the request of Administrative Agent, will, within thirty (30) days of such request, make an assignment of such copyright to the Administrative Agent on substantially the same terms and conditions as continued herein.

1. Administrative Agent's Right to Sue. In the event any Grantor fails to enforce the Patents and Trademarks following the Administrative Agent's reasonable demand that such Grantor do so, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name or in such Grantor's name to so enforce the Patents and Trademarks and if the Administrative Agent shall commence any such suit, such Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in and of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify the Trustee for all costs and expenses incurred by the Trustee in the exercise of its rights under this Paragraph 12. All moneys so paid out shall be Secured Debt repayable on demand, together with interest at the rate applicable to the Secured Debt.

2. Waivers. No course of dealing between the Grantors and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Collateral Security Agreement shall operate as a waiver of any right, power or privilege hereunder or preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

3. Binding Effect; Benefits. This Grant shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Administrative Agent and the Secured Parties and their respective nominees and assigns.

4. Applicable Law. THIS GRANT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (EXCLUDING CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW YORK EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS.

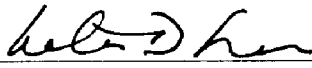
5. Relationship to Collateral Security Agreement. To the extent of any conflict between this Grant and the Collateral Security Agreement and with respect to matters not covered by this Grant, the rights of the Administrative Agent to the Patents and Trademarks of the Grantors and to the assignments pursuant to Paragraphs 3 and 4 hereinabove shall be governed by the Collateral Security Agreement.

6. Severability. Whenever possible, each provision of this Grant shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under a law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Grant.

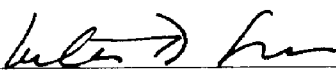
7. Intercreditor Agreement. Notwithstanding any provision to the contrary set forth herein, the enforcement of the rights, interests and remedies existing on behalf of or available to the Administrative Agent or any Secured Party hereunder is expressly subject to the terms and conditions of the Intercreditor Agreement for so long as the Intercreditor Agreement shall be in effect.

IT WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first
above written.


WESTPOINT STEVENS INC.

By: 
Name:
Title:

WESTPOINT STEVENS INC., I (formerly known as WEST POINT-
PEPPERELL ENTERPRISES, INC.)

By: 
Name:
Title:

J.P. STEVENS ENTERPRISES, INC.

By: 
Name:
Title:

Schedule A

WestPoint Stevens Inc. U.S. Patents

Patent No.	Description	Issue Date	Expiration Date
5,160,503	Water-soluble blends of active methylene compounds and polyhydric alcohols as formaldehyde scavengers	11/3/92	11/13/09
5,194,674	Water-soluble active methylene as formaldehyde scavengers	3/16/93	3/16/10
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5,446,195	Water-soluble active methylenes as formaldehyde scavengers	8/29/95	8/29/12
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6,123,739	Novel method to impart wrinkle free properties to sheeting and other fabrics made from cotton	9/26/00	9/26/20

**WestPoint Stevens Inc. I (formerly West Point-Pepperell Enterprises, Inc.) U.S.
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5,328,766	Stain-resistant, lightfast polyamide textile products and woolen goods and compositions and processes therefor	7/12/94	7/12/11

Schedule B

J.P. Stevens Enterprises, Inc.

U.S. Trademarks

Trademark	Trademark Number	Renewal Date
Cottoncale	R1176285	11/3/02
Pipeline and Design	R1162804	7/28/01
Pipeline	R1187737	1/26/02
Rosemary	R173269	9/18/03
Tastemaker	R776673	9/8/04
The Bed Set & Design	R1163797	8/4/01
Utica	R1166573	8/25/01
Utica Mohawk Block Letters	R720717	8/29/01

WestPoint Stevens Inc. I**U.S. Trademarks**

Trademark	Trademark Number	Renewal Date
Atelier Martex	R997623	11/5/04
Atelier Martex	R1325861	3/19/05
Baby Martex	R2438867	3/27/11
Carlin	R870146	5/27/09
Chattahoochee Valley Trading Company	R1772437	5/18/03
Grand Patrician	R2143522	3/10/08
Griffin	R835144	9/12/07
Grifftex	R1268442	2/28/04
Lady Pepperell	R1366718	10/22/05
Lady Pepperell	R411066	1/02/05
Lady Pepperell Wrinkle Free	R2058046	4/29/07
Luxor	R1208494	9/14/04
Luxor	R738713	10/2/02
Martex	R1351712	7/30/05
Martex	R876631	9/9/09
Martex	R103027	3/16/05
Martex	R284760	7/07/01
Martex Wrinkle Free	R2007161	10/8/06
Miralux	R860611	11/19/08
Naturally Neat	R2,155,199	5/5/08
Patrician	R2143523	3/10/08
Pepperell Fabrics	R729790	4/10/02
The Answer Blanket	R1119668	6/5/09
Soft and Cozy	R2093888	9/2/07
Stevens	R2031810	1/21/07
Stevens Mohawk	R782145	2/22/04
Stevens Wrinkle Free	R2082033	7/22/07
Vellux	R936147	6/20/02
Vellux	R990242	8/6/04
Vellux/Royal	R987952	7/9/04
WestPoint Stevens & Griffin Design	R1991548	8/6/06