

Form PTO-1595 (Rev. 07/05)
OMB No. 0551-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

ABLECO FINANCE LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/30/2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: HSBC BANK USA, NATIONAL ASSOCIATION

Internal Address: _____

Street Address: 10 EAST 40th STREET

City: New York

State: New York

Country: US Zip: 10016

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/427,428

B. Patent No.(s)

D465,922

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: HANS-PETER G. HOFFMANN

Internal Address: Kelley Drye & Warren LLP

Intellectual Property Department

Street Address: Two Stamford Plaza

281 Tresser Boulevard

City: Stamford

State: CT Zip: 06901-3229

Phone Number: 203-351-8011

Fax Number: 203-327-2669

Email Address: hhoffmann@kelleydrye.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

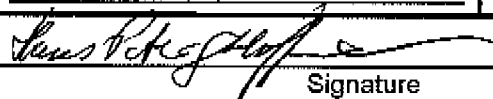
8. Payment Information

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 11-0404

Authorized User Name Kelley Drye & Warren LLP

9. Signature:


 Signature

April 25, 2006
 Date

HANS-PETER G. HOFFMANN, Reg. No. 35,372

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$80.00 110404 10427428

EXECUTION VERSION**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of December 30, 2005 between ABLECO FINANCE LLC, a Delaware limited liability company (the "Assignor"), and HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association (the "Assignee").

Reference is made to the Financing Agreement by and among Dan River, Inc., a Georgia corporation (the "Company"), as Borrower, The Bibb Company LLC, Dan River International Ltd. and Dan River Factory Stores, Inc., as Guarantors, the lenders from time to time party thereto, as Lenders, Ableco Finance LLC, as Collateral Agent and Wachovia Bank, National Association, as Administrative Agent, dated as of February 11, 2005 (as amended, the "Financing Agreement");

WHEREAS, pursuant to that certain Assignment for Security Trademarks by the Company, dated as of February 11, 2005 (the "Assignment for Security Trademarks"), the Company granted to the Assignor, for the benefit of the Agents and Lenders (as such terms are defined in the Financing Agreement), a continuing security interest in all right, title and interest of the Company in the Collateral (as defined in the Assignment for Security Trademarks);

WHEREAS, effective as of the date hereof, (i) the Assignor resigned as Collateral Agent under the Financing Agreement and (ii) the Assignee became successor Collateral Agent under the Financing Agreement;

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All terms used, but not defined herein shall have the meaning given to such terms in the Assignment for Security Trademarks.
2. Assignor does hereby, without recourse, representation or warranty, grant, bargain, convey, transfer, assign and deliver to Assignee, to and for Assignee's use and benefit forever, to have and to hold all of the right, title and interest of Assignor in and to the Collateral. Assignee hereby assumes all of Assignor's obligations and liabilities under the Collateral from the date hereof or arising out of events occurring after the date hereof, and hereby agrees to promptly and completely pay and perform such obligations and liabilities.
3. The assignment, transfer, acceptance, covenants and assumptions contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
5. The parties acknowledge that this Agreement will be governed by the laws, other than the rules governing conflicts of laws, of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor

By: _____

Name: KEVIN GENDA

Title: SVP

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

DAN RIVER, INC.

By: _____

Name: _____

Title: _____


NY01/PALLA/1081538.2

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor

By: _____
Name:
Title:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: 
Name: STEPHEN FERRERA
Title: VICE PRESIDENT

Acknowledged and Accepted:

DAN RIVER, INC.

By: _____
Name:
Title:

NY01/PALLA/1081538.2

PATENT
REEL: 017537 FRAME: 0351

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor


By: _____
Name:
Title:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: _____
Name:
Title:

Acknowledged and Accepted:

DAN RIVER, INC.

By: 

Name: Scott D. Batson

Title: Senior Vice President-Chief Financial Officer

NY01/PALJA/1081538.2

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**Patent And Patent Applications Owned By Dan River Inc.**

U.S. Patent Application No. 10/427,428 (Process for Chemically Bonding an Odor-Encapsulating Agent to Textiles and Textiles Formed by the Process).

U.S. Design Patent No. US D465,922 Serial Number 29151649 Granted November 26, 2002 (Bag, preferably for Bedding/Ensemble).

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