

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Reaffirmation and Modification Agreement regarding security interest previously recorded at reel 14066/frame 0069 (Term Collateral Agent)

CONVEYING PARTY DATA

Name	Execution Date
Malden Mills Industries, Inc.	04/06/2006

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as collateral agent for Term Lenders
Street Address:	201 High Ridge Road
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06927

PROPERTY NUMBERS Total: 48

Property Type	Number
Patent Number:	6111233
Patent Number:	6389681
Application Number:	10339083
Patent Number:	6215111
Patent Number:	6160246
Patent Number:	6548789
Patent Number:	6373034
Patent Number:	6307189
Patent Number:	6414286
Patent Number:	6501055
Application Number:	10082465
Application Number:	10390248
Application Number:	09303856
Application Number:	09982720

CH \$1920.00 6111233

Application Number:	10122024
Application Number:	09619937
Application Number:	10349554
Application Number:	09974371
Application Number:	10082820
Application Number:	09378344
Patent Number:	5783277
Patent Number:	5817391
Patent Number:	5547733
Application Number:	09863852
Application Number:	10341309
Patent Number:	5855125
Application Number:	10047939
Application Number:	09963127
Patent Number:	6082147
Patent Number:	6164095
Patent Number:	5268212
Patent Number:	5364678
Patent Number:	6156406
Patent Number:	6116059
Patent Number:	5896758
Patent Number:	5413837
Patent Number:	6199410
Patent Number:	6196032
Application Number:	09624660
Patent Number:	5126182
Patent Number:	5204156
Patent Number:	5344698
Patent Number:	5312667
Patent Number:	6602811
Patent Number:	6194332
Patent Number:	6131419
Application Number:	60461353
Application Number:	60466360

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	20607-30160
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NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 13

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- source=Malden Mills-PA term loan#page13.tif

EXECUTION COPY

REAFFIRMATION AND MODIFICATION AGREEMENT

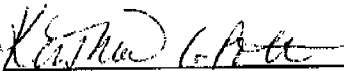
This Reaffirmation and Modification Agreement ("**Agreement**") is made as of the 6th day of April, 2006 by MALDEN MILLS INDUSTRIES, INC., a Delaware corporation (the "**Borrower**"), AES PROPERTIES LLC (formerly known as AES PROPERTIES CORP.), a Delaware limited liability company, ("**AES LLC**"), ADS PROPERTIES LLC (formerly known as ADS PROPERTIES CORP.), a Delaware limited liability company ("**ADS LLC**"), MALDEN MILLS DISTRIBUTORS CORP., a Delaware corporation ("**Malden Distributors**"), MALDEN MILLS GMBH HOLDING CORP., INC., a Delaware corporation ("**Holdings**") (Borrower, ADS LLC, AES LLC, Malden Distributors and Holdings are referred to collectively as the "**Grantors**"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Term Lenders under the Credit Agreement (the "**Term Collateral Agent**"). Undefined capitalized terms which are used herein shall have the meanings ascribed to such terms in the Credit Agreement as of October 17, 2003 among the Borrower, General Electric Capital Corporation, as the Revolving Collateral Agent, the Term Collateral Agent, and the Lenders party thereto (as amended, restated, supplemented or otherwise modified, the "**Credit Agreement**").

1. Reaffirmation of Patent Security Agreement. In connection with the execution and delivery of the Credit Agreement, the Grantors executed and delivered to the Term Collateral Agent a Patent Security Agreement dated as of October 17, 2003, a copy of which is attached hereto as Exhibit A (the "**Patent Security Agreement**"). Pursuant to the Patent Security Agreement and to secure the prompt and complete payment, performance and observance of all Term Loan Obligations and Related Obligations, each Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Term Collateral Agent for its benefit and for the benefit of each of the Term Lenders, a continuing first priority Lien in all of its right, title and interest in, to and under the "Patent Collateral" (as defined in the Patent Security Agreement). Each Grantor hereby (a) ratifies and reaffirms such grant of, and remakes a grant of such, security interest and liens to the Term Collateral Agent for its benefit and for the benefit of each of the Term Lenders and confirms that such liens and security interests continue to secure the Obligations, (ii) agrees and acknowledges that such ratification and reaffirmation is not a condition to the continued effectiveness of such Patent Security Agreement and (iii) agrees that neither such ratification and reaffirmation, nor any solicitation of such ratification and reaffirmation, constitutes a course of dealing giving rise to any obligation or condition requiring a similar or any other ratification or reaffirmation from any Grantor with respect to any subsequent modifications to the Patent Security Agreement. This Reaffirmation and Modification shall constitute a Loan Document for purposes of the Credit Agreement.


2. Modification of Patent Security Agreement. Each Grantor hereby agrees that (i) all references in the Patent Security Agreement to "AES Properties Corp., a Delaware corporation" shall hereafter mean and refer to "AES Properties LLC, a Delaware limited liability company" and (ii) all references in the Patent Security Agreement to "ADS Properties Corp., a Delaware corporation" shall hereafter mean and refer to "ADS Properties LLC, a Delaware limited liability company".

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.


MALDEN MILLS INDUSTRIES, INC., as a Grantor

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY

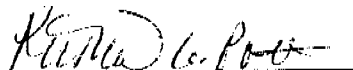
ADS PROPERTIES LLC, as a Grantor
By: MALDEN MILLS INDUSTRIES, INC., its Manager

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY


AES PROPERTIES LLC, as a Grantor
By: MALDEN MILLS INDUSTRIES, INC., its Manager

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY

MALDEN MILLS GMBH HOLDING, INC., as a Grantor

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY

MALDEN MILLS DISTRIBUTORS CORP., as a Grantor

By: 
Name: KATHLEEN A. POTTER
Title: SECRETARY

GENERAL ELECTRIC CAPITAL CORPORATION, as Term Collateral Agent

By: _____
Duly Authorized Signatory

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

MALDEN MILLS INDUSTRIES, INC., as a Grantor

By: _____
Name: _____
Title: _____

ADS PROPERTIES LLC, as a Grantor
By: MALDEN MILLS INDUSTRIES, INC., its Manager

By: _____
Name: _____
Title: _____

AES PROPERTIES LLC, as a Grantor
By: MALDEN MILLS INDUSTRIES, INC., its Manager

By: _____
Name: _____
Title: _____

MALDEN MILLS GMBH HOLDING, INC., as a Grantor

By: _____
Name: _____
Title: _____

MALDEN MILLS DISTRIBUTORS CORP., as a Grantor

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION, as Term Collateral Agent

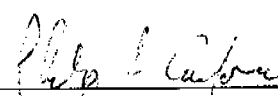
By: 
Duly Authorized Signatory

EXHIBIT A

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October 17, 2003, among MALDEN MILLS INDUSTRIES, INC., a Delaware corporation ("Borrower"), ADS PROPERTIES CORP., a Delaware corporation ("ADS"), AES PROPERTIES CORP., a Delaware corporation ("AES"), MALDEN MILLS DISTRIBUTORS CORP., a Delaware corporation ("Malden Distributors"), MALDEN MILLS GMBH HOLDING, INC., a Delaware corporation ("Holdings") (Borrower, ADS, AES, Malden Distributors and Holdings being referred to collectively as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as collateral agent for the Term Lenders under the Credit Agreement (the "Term Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Borrower, General Electric Capital Corporation, as Administrative Agent for the Lenders, the Term Collateral Agent, the Revolving Collateral Agent, and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and the Reorganization Plan, the Term Lenders have agreed to accept Terms Loans in partial satisfaction of the Borrower's obligations to such Lenders under the Pre-Petition Credit Agreement; and

WHEREAS, in order to induce (i) the Administrative Agent, the Term Collateral Agent and the Term Lenders to enter into the Credit Agreement and the other Loan Documents, and (ii) the Term Lenders to accept the Term Loans as provided for in the Credit Agreement, each Grantor has agreed to the Term Collateral Agent, for its benefit and the benefit of the Term Lenders, a continuing Lien on the Patent Collateral (as hereinafter defined) to secure the Term Loan Obligations and any Related Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Term Loan Obligations and Related Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Term Collateral Agent, for its benefit and the benefit of the Term Lenders, a continuing Lien (subject only to Liens in favor of the Revolving Collateral Agent) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

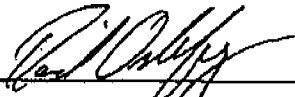
- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Term Collateral Agent, on behalf of itself and Term Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Term Collateral Agent with respect to the security interest in the Patent Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


MALDEN MILLS INDUSTRIES, INC.,
as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

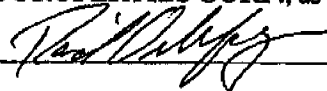
ADS PROPERTIES CORP., as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

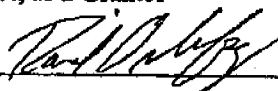
AES PROPERTIES CORP., as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

**MALDEN MILLS DISTRIBUTORS
CORP.,** as a Grantor

By: 

Name: David Orlofsky

Title: Vice President and Treasurer

Signature Page to Patent Security Agreement (Term Collateral Agent)

**MALDEN MILLS GMBH HOLDING,
INC., as a Grantor**

By:  _____

Name: David Orloffsky

Title: Vice President and Treasurer

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Term Collateral
Agent**

By: _____

Name: _____

Title: _____

Signature Page to Patent Security Agreement (Term Collateral Agent)

**MALDEN MILLS GMBH HOLDING,
INC., as a Grantor**

By: _____

Name: _____

Title: _____

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Term Collateral
Agent**

By: *Philip E. Carfora*

Name: PHILIP E. CARFORA

Title: DULY AUTHORIZED SIGNATORY

Signature Page to Patent Security Agreement (Term Collateral Agent)

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Mark Reg. No. Date

PATENT APPLICATIONS

PATENT LICENSES

Name of Agreement, Parties, Date of Agreement

SCHEDULE I - PATENTS

MALDEN MILLS INDUSTRIES, INC. (U.S. Patents)

<u>Ref. No.</u>	<u>Type</u>	<u>Appl. Date</u>	<u>Appl. No.</u>	<u>Pat. Date</u>	<u>Pat. No.</u>	<u>Status</u>
002001	FCA	04/23/1999	09/298,722	08/29/2000	6,111,233	ISSUED
002002	DIV	09/02/1999	09/389,761	05/21/2002	6,389,681	ISSUED
020002	FCA	01/09/2003	10/339,083			PENDING
008001	CIP	12/21/1999	09/468,627	04/10/2001	6,215,111	ISSUED
003002	DIV	09/13/1999	09/395,326	12/12/2000	6,160,246	ISSUED
006001	CIP	06/12/2000	09/592,235	04/15/2003	6,548,789	ISSUED
013001	CIP	10/26/2000	09/697,100	04/16/2002	6,373,034	ISSUED
008002	DIV	10/31/2000	09/703,089	10/23/2001	6,307,189	ISSUED
024001	CIP	02/23/2001	09/791,237	07/02/2002	6,414,286	ISSUED
013002	DIV	03/22/2001	09/814,896	12/31/2002	6,501,055	ISSUED
027001	CIP	02/25/2002	10/082,465			PUBLISHED
006003	DIV	03/17/2003	10/390,248			PENDING
004001	CIP	05/03/1999	09/303,856			PENDING
025001	CIP	10/18/2001	09/982,720			PUBLISHED
029001	CIP	04/12/2002	10/122,024			PUBLISHED
007001	NEW	07/20/2000	09/619,937			PENDING
022002	CIP	01/23/2003	10/349,554			PENDING
021001	FCA	10/10/2001	09/974,371			PUBLISHED
010001	FCA	02/25/2002	10/082,820			PUBLISHED

<u>Ref. No.</u>	<u>Type</u>	<u>Appl. Date</u>	<u>Appl. No.</u>	<u>Pat. Date</u>	<u>Pat. No.</u>	<u>Status</u>
012001	FCA	02/25/2002	10/082,855			PUBLISHED
052001	FCA	08/20/1999	09/378,344			PENDING
038001	NEW	04/17/1997	08/839,296	07/21/1998	5,783,277	ISSUED
039001	NEW	04/17/1997	08/837,380	10/06/1998	5,817,391	ISSUED
043001	NEW	06/02/1995	08/459,615	08/20/1996	5,547,733	ISSUED
044001	CON	05/23/2001	09/863,852			PUBLISHED
044002	DIV	01/13/2003	10/341,309			PUBLISHED
046001	CIP	09/26/1997	08/939,078	01/05/1999	5,855,125	ISSUED
047001	NEW	10/23/2001	10/047,939			PUBLISHED
048001	NEW	09/24/2001	09/963,127			PUBLISHED
053001	CIP	11/17/1998	09/193,208	07/04/2000	6,082,147	ISSUED
054001	CIP	04/07/2000	09/546,351	12/26/2000	6,164,095	ISSUED
055001	CON	01/26/1993	08/009,153	12/07/1993	5,268,212	ISSUED
056001	CIP	12/06/1993	08/163,021	11/15/1994	5,364,678	ISSUED
042001	NEW	03/19/1998	09/044,623	12/05/2000	6,156,406	ISSUED
041002	CON	12/10/1998	09/209,524	09/12/2000	6,116,059	ISSUED
041001	NEW	04/17/1997	08/839,297	04/27/1999	5,896,758	ISSUED
040002	CON	04/04/1994	08/221,659	05/09/1995	5,413,837	ISSUED
034002	CON	11/12/1999	09/438,241	03/13/2001	6,199,410	ISSUED
034001	NEW	08/12/1998	09/133,786	03/06/2001	6,196,032	ISSUED
037001	NEW	07/25/2000	09/624,660			PENDING
036001	CIP	01/22/1990	07/468,027	06/30/1992	5,126,182	ISSUED

051001	CIP	11/07/1991	07/788,913	04/20/1993	5,204,156	ISSUED
<u>Ref. No.</u>	<u>Type</u>	<u>Appl. Date</u>	<u>Appl. No.</u>	<u>Pat. Date</u>	<u>Pat. No.</u>	<u>Status</u>
033001	NEW	11/24/1992	07/981,321	09/06/1994	5,344,698	ISSUED
032001	NEW	05/23/1991	07/704,781	05/17/1994	5,312,667	ISSUED
031001	CIP	07/25/2000	09/624,824	08/05/2003	6,602,811	ALLOWED
030001	NEW	12/23/1998	09/219,920	02/27/2001	6,194,332	ISSUED
049001	NEW	09/14/1998	09/152,965	10/17/2000	6,131,419	ISSUED
062P01	NEW	04/09/2003	60/461,353			PENDING
064P01	NEW	04/29/2003	60/466,360			PENDING
070001	NEW	TBA	08/07/2003			PENDING