

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WP IP LLC	06/16/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	300 Galleria Parkway, Suite 800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10551043
Application Number:	60726043
Patent Number:	5707404
Patent Number:	6123739
Patent Number:	5478603
Patent Number:	5194674
Patent Number:	5268502
Patent Number:	5446195
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)522-8409
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
<b>Phone:</b>	404-420-5527
<b>Email:</b>	rbirdwell@phrd.com
<b>Correspondent Name:</b>	Rhonda J. Birdwell, Paralegal
<b>Address Line 1:</b>	285 Peachtree Center Avenue, Ste 1500
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303

**OP \$320.00 10551043**

**PATENT**

**500117947**

**REEL: 017823 FRAME: 0358**

ATTORNEY DOCKET NUMBER:

1809-45

NAME OF SUBMITTER:

Mitchell Purvis

**Total Attachments: 8**

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## LICENSOR AGREEMENT

As of June 16, 2006

Bank of America, N.A., as Agent  
300 Galleria Parkway, NW  
Suite 800  
Atlanta, Georgia 30339  
Attention: Mr. John Yankauskas

Ladies and Gentlemen:

WP IP LLC, a Nevada limited liability company (together with its successors and assigns, "Licensor"), is the owner of certain trademarks and patents described on Exhibit A attached hereto (collectively, the "Licensed Intellectual Property"). Licensor has granted to WestPoint Home, Inc., a Delaware corporation ("Licensee") that is Licensor's parent corporation, a royalty-free, worldwide license ("License") to use the Licensed Intellectual Property. The License is not evidenced by a written license agreement.

Licensor understands that Licensee has entered or is about to enter into a certain Loan and Security Agreement with Bank of America, N.A., as Administrative Agent (together with its successors in such capacity, "Agent") for certain lenders (together with their successors and assigns, "Lenders"), and such Lenders (as at any time amended, restated, extended or supplemented, the "Loan Agreement"), pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Licensee secured by assets and properties of Licensee, including, among other things, certain equipment and the inventory and other goods of Licensee which may be manufactured using, or may bear or use the Licensed Intellectual Property. In the Loan Agreement, Licensee has granted in favor of Agent and Lenders a security interest in and lien upon all of Licensee's right in and to the Licensed Intellectual Property. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

Licensor and Licensee agree in favor of Agent and Lenders as follows:

1. Licensor hereby acknowledges and consents to the Loan Agreement and the Lien granted by Licensee therein, and hereby acknowledges and agrees that as of the date hereof the License is in full force and effect, no default exists thereunder and Licensee is the sole licensee thereunder with the right to use the Licensed Intellectual Property.

2. Licensor hereby grants to Agent an irrevocable, non-exclusive license and right to use or sub-license (exercisable without payment of royalty or other compensation to Licensor or any other Person) any or all of the Licensed Intellectual Property to the extent Agent deems it necessary or desirable in connection with the exercise of its rights and remedies under the Loan Documents, including, without limitation, for the purpose of completing the manufacture, marketing, selling or otherwise disposing of, collecting or dealing with, any Collateral. The use by Agent of the Licensed Intellectual Property shall not constitute an assumption by Agent or any Lender of any obligations of Licensee to Licensor or to any other Person, and in no event

shall Agent or any Lender be liable for any such obligations of Licensee to Licensor or to any other Person.

3. During the term of this letter agreement, Licensor shall not enter into any license agreement relating to any of the Licensed Intellectual Property with any Person or otherwise become a party to any agreement with any Person that, in either case, is inconsistent with Licensor's obligations under this Agreement or which could have the effect of impairing Agent in the exercise of, or restricting or interfering with, Agent's rights under this Agreement.

4. If, during the term of this letter agreement, Licensor shall obtain rights to any new trademarks or patents used or useful in connection with any Collateral or file any trademark or patent application or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Licensor shall give to Agent prompt notice thereof in writing.

5. If Licensor and Licensee enter into a written license agreement with respect to all or any of the Licensed Intellectual Property, Licensor shall deliver a copy of such written license agreement to Agent contemporaneously with its execution.

6. Notwithstanding anything to the contrary contained in the License or otherwise, no written license agreement, no default under the License or any written license agreement and no termination of the License will affect the rights of Agent to continue to use the Licensed Intellectual Property for the uses permitted hereunder.

7. Agent and Lenders are relying upon this letter agreement in providing financing to Licensee, and this letter agreement will be binding upon the Licensor and its successors and assigns and inure to the benefit of Agent and Lenders and their respective successors and assigns (and including any lender or lenders that refinance the obligations of Licensee to Agent and Lenders). This letter agreement cannot be changed, modified or terminated orally or by course of conduct, but only by a written agreement signed by Agent and Licensor.

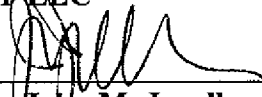
8. This letter agreement shall be deemed effective upon Agent's acceptance, notice of which is hereby waived, and shall continue in effect until the earlier to occur of the following: (i) the parties hereto in writing mutually agree to terminate this letter agreement; or (ii) Full Payment of the Obligations and termination of the Loan Agreement.

9. The validity, interpretation and enforcement of this letter agreement shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

10. This letter agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this letter agreement, it shall not be necessary to produce or account for more than one counterpart signed by each of the parties hereto. Delivery of a counterpart of this letter agreement by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.


Very truly yours,

**WP IP LLC**

By:   
Name: **John M. Jureller**  
Title: Vice President, Treasurer  
and Assistant Secretary

ACKNOWLEDGED AND AGREED:

**WESTFRONT HOME, LLC**

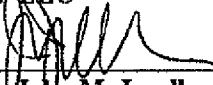
By:   
Name: **John M. Jureller**  
Title: Chief Financial Officer

**BANK OF AMERICA, N.A.**  
as Administrative Agent

By: \_\_\_\_\_  
Name: **John Yankauskas**  
Title: Senior Vice President

Very truly yours,

**WP IP SLC**

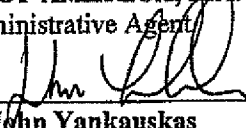
By:   
Name: **John M. Jureller**  
Title: Vice President, Treasurer  
and Assistant Secretary

ACKNOWLEDGED AND AGREED:

**WESTFRONT HOME, LLC**

By:   
Name: **John M. Jureller**  
Title: Chief Financial Officer

**BANK OF AMERICA, N.A.**  
as Administrative Agent

By:   
Name: **John Yankauskas**  
Title: Senior Vice President

**EXHIBIT A**

**List of Licensed Intellectual Property**

(See attached)

## U.S. TRADEMARKS

Title	Status	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Class
AIRLOOM	Registered	WP IP, LLC	71567234	20-Oct-1948	514279	23-Aug-1949	24
ATELIER MARTEX	Registered	WP IP, LLC	72465340	14-Aug-1973	997623	05-Nov-1974	24
BABY MARTEX	Registered	WP IP, LLC	75459932	31-Mar-1998	2438867	27-Mar-2001	24
BUNNY	Registered	WP IP, LLC	71030396	03-Oct-1907	67044	14-Jan-1908	24
BUNNY ESMOND	Registered	WP IP, LLC	72251188	28-Jul-1966	829522	30-May-1967	24
CHATHAM (and design)	Registered	WP IP, LLC	73337142	13-Nov-1981	1248861	23-Aug-1983	10, 24
CHROMATHERAPY	Published	WP IP, LLC	78525212	01-Dec-2004			21, 24
COLOR VISIONS	Registered	WP IP, LLC	75863106	30-Nov-1999	2619397	17-Sep-2002	24
DESIGN OF GRIFFIN	Registered	WP IP, LLC	72259612	28-Nov-1966	835144	12-Sep-1967	24
ECOPURE	Published	WP IP, LLC	78556027	28-Jan-2005			20, 24
ENERGY SAVER & design	Pending	WP IP, LLC	78745146	02-Nov-2005			11, 24
EURASIAN	Pending	WP IP, LLC	78601255	04-Apr-2005			20, 24
EVENSONG	Registered	WP IP, LLC	72262126	09-Jan-1967	847905	23-Apr-1968	24
EXPECTATIONS BY BABY MARTEX	Registered	WP IP, LLC	78184036	12-Nov-2002	2885133	14-Sep-2004	24
FAHRENHEIT	Registered	WP IP, LLC	78279752	28-Jul-2003	2895596	19-Oct-2004	11
FARLON	Registered	WP IP, LLC	73644862	17-Feb-1987	1456581	08-Sep-1987	24
FASCINATION	Registered	WP IP, LLC	72267612	27-Mar-1967	843749	06-Feb-1968	24
FIBER-FIX	Registered	WP IP, LLC	72135567	11-Jan-1962	746706	12-Mar-1963	24
FIBER WOVEN	Registered	WP IP, LLC	72096091	29-Apr-1960	762804	07-Jan-1964	24
FIBER WOVEN	Registered	WP IP, LLC	73199122	04-Jan-1979	1134689	06-May-1980	24
FIVE STAR HOTEL COLLECTION	Registered	WP IP, LLC	75820706	12-Oct-1999	2881959	07-Sep-2004	20, 24, 27
FREE HEAT	Registered	WP IP, LLC	76262379	25-May-2001	2703107	01-Apr-2003	24
FUTURA	Registered	WP IP, LLC	72278465	17-Aug-1967	851120	18-Jun-1968	24
GLACIAL	Pending	WP IP, LLC	78601266	04-Apr-2005			20, 24
GP FOR GRAND PATRICIAN	Published	WP IP, LLC	78313718	15-Oct-2003			20, 24, 27
GP KIDS	Pending	WP IP, LLC	78788349	10-Jan-2006			20, 21, 24
GRAND PATRICIAN	Registered	WP IP, LLC	75167307	17-Sep-1996	2143522	10-Mar-1998	24
GRAND PATRICIAN (and design)	Registered	WP IP, LLC	75819885	12-Oct-1999	2550667	19-Mar-2002	20, 24, 27
GRIFFTEX	Registered	WP IP, LLC	73326297	01-Sep-1981	1268442	2/28//4	01
HANG R SHEETS	Published	WP IP, LLC	78527728	06-Dec-2004			24
ICELANDIC	Published	WP IP, LLC	78601279	04-Apr-2005			20, 24
JOY	Registered	WP IP, LLC	72325464	24-Apr-1969	882957	23-Dec-1969	24
KENWOOD	Registered	WP IP, LLC	71278505	26-Jan-1929	257049	28-May-1929	24
Lady Pepperell	Registered	WP IP, LLC	73536646	09-May-1985	1366718	22-Oct-1985	20, 24
LIFESTYLE	Registered	WP IP, LLC	73613126	05-Aug-1986	1452224	11-Aug-1987	24
LIFETIME	Registered	WP IP, LLC	73104531	27-Oct-1976	1073204	13-Sep-1977	24
LUXOR	Registered	WP IP, LLC	78194515	13-Dec-2002	2872720	10-Aug-2004	27
LUXOR	Registered	WP IP, LLC	72050331	24-Apr-1958	738713	02-Oct-1962	24
LUXURY LIVING BY MARTEX	Registered	WP IP, LLC	76078505	27-Jun-2000	2608065	13-Aug-2002	24
MARTEX	Registered	WP IP, LLC	73520038	31-Jan-1985	1351712	30-Jul-1985	20; 24
MARTEX	Registered	WP IP, LLC	72314839	18-Dec-1968	876631	09-Sep-1969	24
MARTEX	Pending	WP IP, LLC	78795958	10-Jan-2006			20
MARTEX BARE NECESSITIES	Registered	WP IP, LLC	75832705	28-Oct-1999	2625660	24-Sep-2002	24, 27
MARTEX ELEGANCE	Registered	WP IP, LLC	78300384	15-Sep-2003	2979259	26-Jul-2005	20, 24
MICROMINK	Pending	WP IP, LLC	78771470	12-Dec-2005			11, 20, 24
MIPILLOW	Pending	WP IP, LLC	78732315	13-Oct-2005			09, 20
MIRALUX	Registered	WP IP, LLC	72245886	18-May-1966	860611	19-Nov-1968	24
MODERN LIVING	Registered	WP IP, LLC	75819884	12-Oct-1999	2483486	28-Aug-2001	24, 27
MODERN LIVING BY MARTEX	Registered	WP IP, LLC	76433631	24-Jul-2002	2715654	13-May-2003	24, 27
MY FIRST PILLOW	Registered	WP IP, LLC	74454323	04-Nov-1993	2042576	11-Mar-1997	24



Title	Status	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Class
MY FIRST PILLOW	Registered	WP IP, LLC	74475662	29-Dec-1993	2145561	24-Mar-1998	20
NORTHLON	Registered	WP IP, LLC	72283098	23-Oct-1967	854719	13-Aug-1968	24
ORGANIC STYLE	Pending	WP IP, LLC	78788070	10-Jan-2006			20, 21, 24, 25
PATRICIAN	Registered	WP IP, LLC	75167308	17-Sep-1996	2143523	10-Mar-1998	24
POLARIS	Registered	WP IP, LLC	72282057	09-Oct-1967	854711	13-Aug-1968	24
PURE LIVING	Pending	WP IP, LLC	78788077	10-Jan-2006			20, 21, 24, 25
PURREY POLYESTER	Registered	WP IP, LLC	72296116	22-Apr-1968	865059	18-Feb-1969	24
REST SECURE	Registered	WP IP, LLC	73487839	02-Jul-1984	1349480	16-Jul-1985	24
RESTWARMER	Registered	WP IP, LLC	73401379	01-Nov-1982	1266242	07-Feb-1984	24
SEDUCTION	Registered	WP IP, LLC	76130119	18-Sep-2000	2562505	16-Apr-2002	24
SEDUCTION	Published	WP IP, LLC	76500892	24-Mar-2003			20, 21, 24, 27
SENSATION BY GRAND PATRICIAN	Published	WP IP, LLC	78351915	14-Jan-2004			27
SENSATION BY GRAND PATRICIAN	Published	WP IP, LLC	78351861	14-Jan-2004			20
SENSATION BY GRAND PATRICIAN	Published	WP IP, LLC	78351877	14-Jan-2004			21
SENSATION BY GRAND PATRICIAN	Pending	WP IP, LLC	78351904	14-Jan-2004			24
SIMPLY COTTON	Pending	WP IP, LLC	78784768	05-Jan-2006			20, 21, 24
SLEEP SECURE	Registered	WP IP, LLC	75923579	19-Feb-2000	2619471	17-Sep-2002	20, 24
SMOOTH FLEX	Registered	WP IP, LLC	76162161	13-Nov-2000	2815339	17-Feb-2004	24
SOFT SEAL FOR THE SOFTEST FEEL	Published	WP IP, LLC	78310345	07-Oct-2003			20, 24, 27
SOVEREIGN	Registered	WP IP, LLC	72374729	29-Oct-1970	934519	23-May-1972	24
SPIRAL LOFT	Registered	WP IP, LLC	73747816	23-Aug-1988	1657429	17-Sep-1991	24
TECHTOUCH	Published	WP IP, LLC	78624021	05-May-2005			20, 21, 24, 27
THE ANSWER BED	Registered	WP IP, LLC	76210473	15-Feb-2001	2546869	12-Mar-2002	24
THE ANSWER BLANKET	Registered	WP IP, LLC	73148698	15-Nov-1977	1119668	05-Jun-1979	24
THE ANSWER TOWEL	Registered	WP IP, LLC	76130120	18-Sep-2000	2562506	16-Apr-2002	24
THE TOUGH ONE	Registered	WP IP, LLC	73616172	22-Aug-1986	1432007	10-Mar-1987	24
ULTRA TOUCH	Published	WP IP, LLC	78184046	12-Nov-2002			24
VELLUX	Registered	WP IP, LLC	72390158	23-Apr-1971	936147	20-Jun-1972	24
VELLUX/ROYAL	Registered	WP IP, LLC	72455468	24-Apr-1973	987952	09-Jul-1974	24
WARMWEAVE	Registered	WP IP, LLC	72291133	15-Feb-1968	863971	21-Jan-1969	24
WONDER-FIL	Registered	WP IP, LLC	73156471	25-Jan-1978	1103075	26-Sep-1978	22
WRAPTURE	Published	WP IP, LLC	78549745	19-Jan-2005			24

**SCHEDULE  
PATENTS**

June 1, 2006

Name	App. No.	File Date	Reg. No.	Registration Date	Country	Status	Next Renewal Date
A PACKAGING DEVICE ("Feel Through" Package)	10/551043	27-Sep-2005			U.S.	Pending	
ELECTRIC BLANKET CONTROLLER	60/726043	12-Oct-2005			U.S.	Provisional	
FORMALDEHYDE FREE METHOD FOR IMPARTING PERMANENT PRESS PROPERTIES TO COTTON AND COTTON BLENDS	181501	14-Jan-1994	5707404	13-Jan-1998	U.S.	Registered	13-Jan-2015
METHOD TO IMPART WRINKLE FREE PROPERTIES TO SHEETING AND OTHER FABRICS MADE FROM COTTON	08/492,266	19-Jun-1995	6123739	26-Sep-2000	U.S.	Active	26-Sep-2020
METHODS FOR IMPARTING STAIN-RESISTANCE TO POLYAMIDE AND WOOL TEXTILE PRODUCTS WHICH ARE LIGHTFAST AN	215986	22-Mar-1994	5478603	26-Dec-1995	U.S.	Registered	26-Dec-2012
WATER-SOLUBLE ACTIVE METHYLENES AS FORMALDEHYDE SCAVENGERS	713546	07-Jun-1991	5194674	16-Mar-1993	U.S.	Registered	16-Mar-2010
WATER-SOLUBLE ACTIVE METHYLENES AS FORMALDEHYDE SCAVENGERS	981470	25-Nov-1992	5268502	07-Dec-1993	U.S.	Registered	07-Dec-2010
WATER-SOLUBLE ACTIVE METHYLENES AS FORMALDEHYDE SCAVENGERS	981581	25-Nov-1992	5446195	29-Aug-1995	U.S.	Registered	29-Aug-2012

trademarks052506Patents

**PATENT**

**RECORDED: 06/21/2006**

**REEL: 017823 FRAME: 0367**