

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
HSBC Bank USA, National Association (successor in security interest to Ableco Finance LLC)	07/14/2006
RECEIVING PARTY DATA	
Name:	Dan River, Inc.
Street Address:	2291 Memorial Drive
City:	Danville
State/Country:	VIRGINIA
Postal Code:	24543
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6861520
Patent Number:	2915164
CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-610-6100
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Correspondent Name:	David L. London
Address Line 1:	8300 Greensboro Drive, Suite 1100
Address Line 2:	Box Intellectual Property
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	25759.01
NAME OF SUBMITTER:	David L. London
Total Attachments: 8 source=IP Releases for Filing#page4.tif	

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PATENT
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RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE is given as of this 14 day of July, 2006 by HSBC Bank USA, National Association (the "Assignor"), in favor of each of Dan River Inc., a Georgia corporation, The Bibb Company LLC, a Delaware limited liability company, Dan River Factory Stores Inc., a Georgia corporation and Dan River International Inc., a Virginia corporation (collectively, the "Assignees"), as follows:

WHEREAS, Assignees entered into the following: (i) Security Agreement, dated February 11, 2005, as may have been amended, modified or supplemented, made by Dan River Inc., a Georgia corporation, The Bibb Company LLC, a Delaware limited liability company, Dan River International Ltd, a Virginia corporation and Dan River Factory Stores, Inc., a Georgia corporation, originally in favor of and for the benefit of Ableco Finance LLC, and as amended, in favor of and for the benefit of HSBC Bank USA, National Association and (ii) Security Agreement, dated February 11, 2005, as may have been amended, modified or supplemented, made by Dan River Inc., a Georgia corporation, The Bibb Company LLC, a Delaware limited liability company, Dan River International Ltd, a Virginia corporation and Dan River Factory Stores, Inc., a Georgia corporation in favor of and for the benefit of HSBC Bank USA, National Association (collectively (i) and (ii), the "Security Agreements") with the Assignor;

WHEREAS, pursuant to the Security Agreements, Assignees granted to Assignor a security interest in and continuing lien upon any and all right, title, and interest of Assignees in and to the patents set forth on Schedule A attached hereto (the "Patents"), among other collateral;

WHEREAS, Assignees have satisfied their obligations under the Security Agreements and Assignor desires to release its security interest in and continuing lien upon the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases its security interest in and lien on the Patents and reassigns any and all interest that it may have in the Patents to Assignees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE to be
duly executed by a duly authorized officer as of the date above first written.

ASSIGNOR

HSBC Bank USA, National Association
AS COLLATERAL AGENT

By: 
Name: ANDRES E. SERRANO
Title: VICE PRESIDENT

STATE OF) New York
) SS.
COUNTY OF) New York

I, a notary public, in and for the county and state aforesaid, do hereby
certify that Andres Serrano personally known to me to be the V.P.
of HSBC Bank USA, National Association appeared before me this day in person and
acknowledged that (s)he signed the above and foregoing instrument as his/her free and
voluntary act and as the free and voluntary act of said corporation pursuant to authority
granted to him/her by the board of directors of said corporation for the uses and purposes
therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal
this 14 day of July, 2006.


Notary Public

ECLIFF C. JACKMAN
No. 01JA6112150
Notary Public, State of New York
Qualified in New York County
My Commission Expires 06/28/08

My commission expires: _____

Schedule A To Release

Patent and Patent Applications Owned by Dan River Inc.

U.S. Patent Application No. 10/427,428 and U.S. Patent No. 6861520 granted March 1, 2005
(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).

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 Patents by the Company, dated as of February 11, 2005 (the "Assignment for Security Patents"), 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 Patents);

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 Patents.
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: _____


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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:

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

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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