



12-11-2002



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

1. Name of conveying party(ies): Hofmann Laces, Ltd. 12-5-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State New York Other

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

2. Name and address of receiving party(ies) Name: Wachovia Bank, National Association

Internal Address:

Street Address: 201 South College Street

City: Charlotte State: NC Zip: 28288

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State North Carolina Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: October 1, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1807608

Additional number(s) attached Yes No

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

Name: Scott Jaffee, Esq.

Internal Address: Morgan Lewis & Bockius LLP 46th Floor

Street Address: 101 Park Avenue

City: New York State: NY Zip: 10178-0060

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

13-4520

(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.

Ellen M. Baker

Name of Person Signing

Signature

Dec. 5, 2002

Date

Total number of pages including cover sheet, attachments, and document: 25

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/10/2002 6TOM11 00000097 1807608

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40.00 DP

TRADEMARK REEL: 002632 FRAME: 0191

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, GUILFORD MILLS, INC., a Delaware corporation (the "Borrower"), and each of the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrower and the Guarantors are collectively referred to as the "Pledgors"), now own or hold or may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, each Pledgor is party to a Credit, Security, Guaranty and Pledge Agreement dated as of October 1, 2002 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among the Borrower, the Guarantors referred to therein (the "Guarantors"), the Lenders referred to therein (the "Lenders"), Wachovia Bank, National Association as Administrative Agent and Issuing Bank, and Wachovia Bank, National Association as Collateral Agent for the Secured Parties defined therein (the "Collateral Agent"), to which reference is made for definitions of capitalized terms used and not otherwise defined herein;

WHEREAS, pursuant to the terms of the Credit Agreement, each of the Pledgors has granted to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all personal property of such Pledgor including, without limitation, all right, title and interest of such Pledgor in, to and under all of such Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of the Obligations (such term being used herein as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does, as security for the Obligations, hereby grant to the Collateral Agent (for the benefit of the Secured Parties) a continuing security interest in all of such Pledgor's right, title and interest in, to and under the

following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by any Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Each Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Collateral Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance satisfactory to the Collateral Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Collateral Agent, to carry out the provisions and purposes of Article 8 of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens (as defined in the Credit Agreement) of the Collateral Agent for the benefit of the Secured Parties under the Security Agreement and this Trademark Security Agreement, in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any acts which the Collateral Agent believes constitute an infringement of any Trademark, or violate or infringe any right of a Pledgor or the Lenders therein or if any person, firm, corporation or other entity shall do or perform any acts which the Collateral Agent believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon 30 days' prior written notice to such Pledgor while an Event of Default (as defined in the Credit Agreement) is continuing, the Collateral Agent may and shall have the right to take such steps and institute such suits or proceedings as the Collateral Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Collateral Agent may take such steps or institute such suits or proceedings in its own name or in the name of the applicable Pledgor or in the names of the parties jointly. The Collateral Agent hereby agrees to give the applicable Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Collateral Agent pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent (for the benefit of the Secured Parties) with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations have been indefeasibly repaid in full, all the Commitments under the Credit Agreement (including any commitment to issue any Letter of Credit) shall have terminated and all Letters of Credit issued under the Credit Agreement shall have expired or been terminated or cancelled, the Collateral Agent (on behalf of the Secured Parties), shall execute and deliver to such Pledgors, at Borrower's or the applicable Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, each Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of October 1, 2002.

PLEDGORS:

BORROWER:

GUILFORD MILLS, INC.

By: _____
Name:
Title:

GUARANTORS:

CURTAINS AND FABRICS, INC.
GOLD MILLS, INC.
RASCHEL FASHION INTERKNITTING,
LTD.
GFD FABRICS, INC.
GFD SERVICES, INC.
MEXICAN INDUSTRIES OF
NORTH CAROLINA, INC.
HOFMANN LACES, LTD.
ADVISORY RESEARCH SERVICES, INC.
GUILFORD MILLS (MICHIGAN), INC.
GUILFORD AIRMONT, INC.
GOLD MILL FARMS, INC.
GMI COMPUTER SALES, INC.
TWIN RIVERS TEXTILE PRINTING AND
FINISHING

By: _____
Name:
Title:

ACCEPTED:

WACHOVIA BANK,
NATIONAL ASSOCIATION
as Collateral Agent

By: Colleen McCullum
Name: Colleen McCullum
Title: Director

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of ~~September 1~~, 2002.
October

PLEDGORS:

BORROWER:

GUILFORD MILLS, INC.

By: _____
Name:
Title:

GUARANTORS:

CURTAINS AND FABRICS, INC.
GOLD MILLS, INC.
RASCHEL FASHION INTERKNITTING,
LTD.
GFD FABRICS, INC.
GFD SERVICES, INC.
MEXICAN INDUSTRIES OF
NORTH CAROLINA, INC.
HOFMANN LACES, LTD.
ADVISORY RESEARCH SERVICES, INC.
GUILFORD MILLS (MICHIGAN), INC.
GUILFORD AIRMONT, INC.
GOLD MILL FARMS, INC.
GMI COMPUTER SALES, INC.
TWIN RIVERS TEXTILE PRINTING AND
FINISHING

By: _____
Name:
Title:

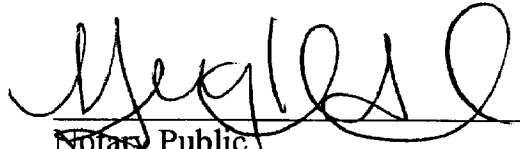
ACCEPTED:

WACHOVIA BANK,
NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name:
Title:

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the 1st day of October, in the year 2002, before me personally came David H. Taylor, to me known, who, being by me sworn, did say that s/he is the Interim CFO of Guilford Mills, Inc., which corporation is described in, and which corporation executed the above instrument, and that s/he signed his/her name by order of the Board of Directors of said corporation.




Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

MEYTAL KASHI
Notary Public, State of New York
No. 01KA6068475
Qualified in New York County
Commission Expires January 7, 2006

On the 1st day of October, in the year 2002, before me personally came David H. Taylor, to me known, who, being by me sworn, did say that s/he is the Interim CFO of each of the Guarantors defined herein, which corporation is described in, and which corporation executed the above instrument, and that s/he signed his/her name by order of the Board of Directors of said corporation.



Notary Public

MEYTAL KASHI
Notary Public, State of New York
No. 01KA6068475
Qualified in New York County
Commission Expires January 7, 2006

SCHEDULE A - TRADEMARKS

1. Trademarks¹

Trademark	Owner	Registration Office	Registration No. and Date
MATCHMAKERS	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,007,064 10/8/1996
CUDDLE TOUCH	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,011,075 10/22/1996
GUILFORD'S HEAVEN CLOTH	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,010,985 10/22/1996
METALION	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,219,179 12/07/1982
SWIM SENSATIONS (Owned by Guilford Mills, Inc.)	Guilford Mills, Inc.	United States Patent and Trademark Office	2,134,997 02/03/98
CONTOURSENSATIONS (Owned by Guilford Mills, Inc.)	Guilford Mills, Inc.	United States Patent and Trademark Office	2,055,287 04/22/1997
IT'S GOT TO BE GUILFORD FABRIC (& DESIGN)	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,161,152 06/02/98
FABRICS THAT MOVE, IDEAS THAT WORK	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,086,081 08/05/97
THERMA-SHELL	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,249,023 08/23/1983

¹ Please note that pursuant to a license agreement, dated June 20, 1996, as amended, GFD Fabrics, Inc. licenses to Guilford Mills, Inc. the right to use all trademarks issued or pending in the name of GFD Fabrics, Inc.

Trademark	Owner	Registration Office	Registration No. and Date
MICROSENSATIONS	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,091,347 08/26/97
COOL FLEX	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,105,281 10/14/1997
HOFMANN LACES LIMITED (Owned by Hofmann Laces, Ltd.)	Hofmann Laces, Ltd.	United States Patent and Trademark Office	1,807,608 11/30/1993
PERFORMANCE RATED	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,265,382 01/24/1984
RAYNELL	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,145,464 03/17/1998
IMPALA	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,270,821 03/20/1984
THE UNPUNCHABLES (Owned by Guilford Mills, Inc.)	Guilford Mills, Inc.	United States Patent and Trademark Office	2,151,361 04/14/98
FANTASY	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,275,236 04/24/1984
MACHO MAN	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,276,212 05/01/1984
NATUR	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,291,145 08/21/1984
SUEDIANCE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,851,109 08/23/1994

Trademark	Owner	Registration Office	Registration No. and Date
SLUMBER SOFT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,853,116 09/06/1994
DRI-Q	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,191,466 09/22/98
PARFAIT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,297,637 09/25/1984
INTROTEX	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,857,010 10/04/1994
ETCHTEK	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,195,736 10/13/98
MEGASUEDE	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,202,155 11/03/98
EUROSUEDE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,879,800 02/21/1995
EN GARDE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,880,665 02/28/1995
ULTRILURE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,886,095 03/28/1995
XERON	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,335,607 05/14/1985
SUPER SPUN	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,895,608 05/23/1995
TRILON	GFD Fabrics, Inc.	United States Patent and Trademark Office	790,765 06/08/1965

Trademark	Owner	Registration Office	Registration No. and Date
ERA II (& DESIGN)	GFD Fabrics	United States Patent and Trademark Office	1,340,824 06/11/1985
INTIMATE MOODS	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,900,711 06/20/1995
VISCOUNT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,344,527 06/25/1985
DECOTUCK	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,347,999 06/09/1985
WINDECOR	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,347,986 07/09/1985
COOL FLEX	GFD Fabrics, Inc.	United States Patent and Trademark Office	2372070 08/01/2000
LIQUID SKIN	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,272,977 8/24/99
DYNA-MITE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,360,643 09/17/1985
I.AURA	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,931,050 10/31/1995
GULLTEC	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,372,661 11/16/1985
DECO PLEAT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,372,653 11/26/1985
GUILFORD'S VELTERRA	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,373,880 12/03/1985

Trademark	Owner	Registration Office	Registration No. and Date
SENSUA	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,373,881 12/03/1985
CANCEL STAT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,384,359 02/25/1986
GUILFORD COMFORT CONTROL	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,345,017 4/25/2000
DIAMOND BRITE	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,349,951 05/16/2000
GULLSUEDE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,399,507 07/01/1986
RAINBOWS	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,400,394 07/08/1986
FLANNEL FLANNEL II	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,400,388 07/08/1986
POLY ONE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,043,587 07/13/1976
FAHRENHEIT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,401,263 07/15/1986
HEAVENLY NIGHT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,401,265 07/15/1986
KITTEN KNIT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,401,270 07/15/1986
VERY VELOUR (STYLIZED)	GFD Fabrics	United States Patent and Trademark Office	1,401,269 07/15/1986

Trademark	Owner	Registration Office	Registration No. and Date
COLOR-LOK (& DESIGN)	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,401,268 07/15/1986
ORIGINAL GLIMMER	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,401,261 07/15/1986
VOYANT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,402,227 07/22/1986
FORTY WINKS	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,402,228 07/22/1986
ULTRAVELLE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,402,230 07/22/1986
LOOLOOP	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,383,472 09/05/2000
PAPER PERFECT	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,387,952 9/19/2000
MICRO BASICS	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,411,749 12/12/2000
GULLFORD CLASSIC	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,413,556 12/19/2000
GULLFORD'S TAKE CONTROL	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,423,616 01/23/2001
GULLFORD'S WPF12	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,424,069 01/23/2001
POLY SUEDE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,428,441 02/10/1987

Trademark	Owner	Registration Office	Registration No. and Date
FR CHEM-FREE FABRICS	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,428,439 02/10/1987
PRINTEK	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,428,435 02/13/2001
ULTRILON	GFD Fabrics, Inc.	United States Patent and Trademark Office	824,137 02/14/1967
GUILFORD COMFORT	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,451,633 05/15/2001
ULTRILURE	GFD Fabrics, Inc.	United States Patent and Trademark Office	829,166 05/23/1967
GUILFAST	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,462,802 06/19/01
GUILFORD's SMOOTH SENSATIONS	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,461,184 06/19/01
CARESS	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,445,231 06/30/1987
GUILFORD'S WEATHER MATE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,446,488 07/07/1987
ONE TOUCH	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,469,653 07/17/01
WARM GLOW	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,453,240 08/18/1987

Trademark	Owner	Registration Office	Registration No. and Date
GUILFORD's ENCHANTMENT COLLECTION	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,503,714 11/06/2001
AUTO TEX	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,464,614 11/10/1987
VAN GARD	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,464,615 11/10/1987
NATURSNIT	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,509,855 11/20/2001
LUSTURA	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,469,112 12/15/1987
ULTRA LITE BY GUILFORD	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,521,971 12/25/2001
GUILTEC	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,527,249 01/08/2002
GUILFAST SELECT	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,527,014 01/08/2002
SENSATABLES	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,571,417 5/21/2002
GUILFLEX	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,583,571 6/18/2002
GUILFORD'S ACTION FLEECE	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,581,239 6/18/2002

Trademark	Owner	Registration Office	Registration No. and Date
TUCLACTOE	GFD Fabrics, Inc.	United States Patent and Trademark Office	2,605,610 8/6/2002
GUIL-TUF	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,513,635 11/22/1988
GUILFORD'S CAVLON	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,519,888 01/10/1989
PEARLESCENCE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,554,760 09/05/1989
DESIREE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,125,996 10/16/1979
SHEER SILVER	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,599,657 06/05/1990
LUSTRELLE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,613,909 09/18/1990
INTIMA	GFD Fabrics, Inc.	United States Patent and Trademark Office	901,859 11/03/1970
GUIL KNITS (& DESIGN)	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,145,052 12/30/1980
BRILLIANT	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,155,996 05/26/1981
EN GARDE	GFD Fabrics, Inc.	United States Patent and Trademark Office	1,169,388 09/15/1981
GUILFORD	GFD Fabrics, Inc.	Benelux	586,259 12/05/95

Trademark	Owner	Registration Office	Registration No. and Date
GUILFORD	GFD Fabrics, Inc.	Benelux	439,479 12/23/87
GUILFORD	GFD Fabrics, Inc.	Brazil	09/18/97
GUILFORD	GFD Fabrics, Inc.	Brazil	820215562 09/18/97
GUILFORD	GFD Fabrics, Inc.	Brazil	09/18/97
GUILFORD'S CLAIRE VOLLE	GFD Fabrics, Inc.	Canada	TMA404,469 07/19/90
GUILFORD	GFD Fabrics, Inc.	Canada	432,027 06/03/93
GUILFORD	GFD Fabrics, Inc.	China	1441021 06/01/99
GUILFORD	GFD Fabrics, Inc.	China	1438278 06/01/99
GUILFORD	GFD Fabrics, Inc.	Colombia	209914 07/15/97
GUILFORD	GFD Fabrics, Inc.	Colombia	209915 07/15/97
GUILFORD	GFD Fabrics, Inc.	Costa Rica	110985 08/08/97
GUILFORD	GFD Fabrics, Inc.	Costa Rica	108313 08/08/97
GUILFORD	GFD Fabrics, Inc.	Czech Republic	231,606 05/05/99
GUILFORD	GFD Fabrics, Inc.	Czech Republic	231,606 05/05/99
GUILFORD	GFD Fabrics, Inc.	Dominican Rep.	93,047 08/20/97
GUILFORD	GFD Fabrics, Inc.	Dominican Rep.	93,071 08/20/97

Trademark	Owner	Registration Office	Registration No. and Date
GUILFORD	GFD Fabrics, Inc.	Dominican Rep.	93,094 08/20/97
GUILFORD	GFD Fabrics, Inc.	Ecuador	6090-98 07/25/97
GUILFORD	GFD Fabrics, Inc.	Ecuador	6089-98 07/25/97
GUILFORD	GFD Fabrics, Inc.	El Salvador	50/86 07/23/97
GUILFORD	GFD Fabrics, Inc.	El Salvador	51 07/23/97
GUILFORD	GFD Fabrics, Inc.	EU	124735 04/01/96
GUILFORD	GFD Fabrics, Inc.	EU	04/01/96
GUILFORD	GFD Fabrics, Inc.	Guatemala	94989 08/04/97
GUILFORD	GFD Fabrics, Inc.	Guatemala	94990 08/04/97
GUILFORD	GFD Fabrics, Inc.	Honduras	71.559 07/10/97
GUILFORD	GFD Fabrics, Inc.	Honduras	71.200 07/10/97
GUILFORD	GFD Fabrics, Inc.	India	05/07/99
GUILFORD	GFD Fabrics, Inc.	India ²	05/07/99
GUILFORD	GFD Fabrics, Inc.	Japan	3237656 07/14/93
GUILFORD	GFD Fabrics, Inc.	Japan	3237657 07/14/93

² Pending.

Trademark	Owner	Registration Office	Registration No. and Date
GUILFORD	GFD Fabrics, Inc.	Mexico	463454 08/02/93
GF	GFD Fabrics, Inc.	Mexico	485571 03/01/94
GUILFORD	GFD Fabrics, Inc.	Mexico	621,098 09/25/97
GUILFORD	GFD Fabrics, Inc.	Mexico	563,160 09/25/97
DRI-Q	GFD Fabrics, Inc.	Mexico	632,803 10/14/99
NUSTART	GFD Fabrics, Inc.	Mexico	642,337 01/10/00
GUILFORD	GFD Fabrics, Inc.	Nicaragua	38,369 08/06/97
GUILFORD	GFD Fabrics, Inc.	Nicaragua	38,370 08/07/97
GUILFORD	GFD Fabrics, Inc.	Panama	89240 08/05/97
GUILFORD	GFD Fabrics, Inc.	Panama	89239 08/05/97
GUILFORD	GFD Fabrics, Inc.	Paraguay ³	07/25/97
GUILFORD	GFD Fabrics, Inc.	Paraguay ⁴	07/25/97
GUILFORD	GFD Fabrics, Inc.	Peru	41669 07/16/97
GUILFORD	GFD Fabrics, Inc.	Peru	43989 07/16/97

³ Pending.

⁴ Pending.

Trademark	Owner	Registration Office	Registration No. and Date
GUILFORD	GFD Fabrics, Inc.	Poland ⁵	05/14/99
GUILFORD	GFD Fabrics, Inc.	Poland ⁶	05/14/99
GUILFORD	GFD Fabrics, Inc.	Russian Fed.	209616 05/05/99
GUILFORD	GFD Fabrics, Inc.	Russian Fed.	209616 05/05/99
GUILFORD	GFD Fabrics, Inc.	South Africa	05/03/99
GUILFORD	GFD Fabrics, Inc.	South Africa	05/03/99
GUILFORD	GFD Fabrics, Inc.	Thailand	126098 11/06/90
GUILFORD	GFD Fabrics, Inc.	United Kingdom	09/29/94
GUILFORD	GFD Fabrics, Inc.	Uruguay ⁷	08/12/97
GUILFORD	GFD Fabrics, Inc.	Venezuela	08/01/97
GUILFORD	GFD Fabrics, Inc.	Venezuela	08/01/97

⁵ Pending.

⁶ Pending.

⁷ Pending.

Trademarks – United States Pending Applications⁸

Trademark	Owner	Registration Office	Application Serial No. Appln. Filing Date
GUILFORD FABRIC (STYLIZED)	GFD Fabrics, Inc.	United States Patent and Trademark Office	74/365,015 3/05/93
TAKE CONTROL	GFD Fabrics, Inc.	United States Patent and Trademark Office	75/159,184 9/3/96
PRINTEK BY GUILFORD	GFD Fabrics, Inc.	United States Patent and Trademark Office	75/282,343 4/28/97
STAT STAR	GFD Fabrics, Inc.	United States Patent and Trademark Office	75/514,638 07/07/98
GUILFORD'S WINTERSCAPES FLEECE COLLECTION	GFD Fabrics, Inc.	United States Patent and Trademark Office	75/610,904 12/23/98
EXTENDED LINK	GFD Fabrics, Inc.	United States Patent and Trademark Office	75/623,842 01/21/99
GUILFORD'S TAHOE	GFD Fabrics, Inc.	United States Patent and Trademark Office	75/636,185 2/8/99
GUILFORD'S GENESIS COLLECTION	GFD Fabrics, Inc.	United States Patent and Trademark Office	75/858,186 11/26/99
GUILFORD'S DURASUEDE	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/020,231 04/07/00
GUILFORD'S ELOQUENCE	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/020,229 04/07/00
GUILFAST LITE	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/073284 06/15/00

⁸ Please note that pursuant to a license agreement, dated June 20, 1996, as amended, GFD Fabrics, Inc. licenses to Guilford Mills, Inc. the right to use all trademarks issued or pending in the name of GFD Fabrics, Inc.

Trademark	Owner	Registration Office	Application Serial No. Appln. Filing Date
GUIL GRID	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/098014 7/27/00
ATF ADVANCED TECHNOLOGY FIBERS	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/137114 9/29/00
GUILFORD'S SENSESATIONS	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/147152 10/10/00
GUILFORD'S WEATHER GARD	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/169236 11/20/00
GUILFORD'S SPUNFLEX	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/181170 12/13/00
GTT - GUILFORD TECHNICAL TEXTILES	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/179324 12/13/00
BOUDOIR	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/219801 03/05/01
WINDOWS OF THE WORLD	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/219803 03/05/01
AN AMERICAN CLASSIC	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/236552 04/05/01
SOF KLEEN	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/254574 05/09/01
REDI-WIPES	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/267152 06/05/01
GUIL-WIPES	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/267153 06/05/01
FRE-FLO PCT	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/274738 06/19/01
WEATHER SMART	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/274737 06/19/01
SPACECRAFTER FABRICS	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/275086 06/22/01

Trademark	Owner	Registration Office	Application Serial No. Appln. Filing Date
COMFORT IN A BAG	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/294829 8/6/01
READY SET DUVET	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/294828 8/6/01
SENSATIABLES	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/312251 9/12/01
STORM SHIELD	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/348495 12/31/01
GTT MEDTEX	GFD Fabrics, Inc.	United States Patent and Trademark Office	76/363640 01/25/02

SCHEDULE B-TRADEMARK LICENSES

None.

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Morgan Lewis
C O U N S E L O R S A T L A W

Ellen M. Baker
Legal Assistant
(202) 739-5758
ebaker@morganlewis.com

December 5, 2002

VIA HAND DELIVERY

Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, Virginia 22202-3513
Attention: Assignment Branch

Re: Recordation of Trademark Security Agreement
Conveying Party: Hofmann Laces, Ltd.
Our Ref: 66397-0000-0001

Dear Madam:

We enclose for recording at the Assignment Branch an original document entitled "Trademark Security Agreement." The document is being filed to update record title to the 1 U.S. Federal trademark listed on the Recordation Form Cover Sheet.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. We also enclose a check in the amount of \$40.00 to cover the filing fee for this request. Any additional fees should be charged to the deposit account of Morgan, Lewis & Bockius LLP, Deposit Account No. 13-4520.

Please call me if you have any questions concerning this filing. Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Ellen M. Baker".

Ellen M. Baker
Legal Assistant

Enclosures

cc: Scott Jaffee (w/partial encls.)
Ariella Jasper (w/partial encls.)
Sarah McConville (w/partial encls.)

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh
Princeton Northern Virginia London Brussels Frankfurt Tokyo

E-WA/1907793.1

RECORDED: 12/05/2002

TRADEMARK
REEL: 002632 FRAME: 0216