

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/08/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
J.P. Stevens Enterprises, Inc.		08/05/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	WP Trademarks, LLC
Street Address:	507 West 10th Street
Internal Address:	P. O. Box 71
City:	West Point
State/Country:	GEORGIA
Postal Code:	31833
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1176285	COTTONCALE
Registration Number:	1187737	PIPELINE
Registration Number:	1166573	UTICA

**CORRESPONDENCE DATA**

Fax Number: (706)645-4396  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 706 645-4771  
 Email: mccloud.shornden@wphome.com  
 Correspondent Name: Shornden McCloud  
 Address Line 1: 507 West 10th Street  
 Address Line 2: P O Box 71  
 Address Line 4: West Point, GEORGIA 31833

NAME OF SUBMITTER:	Shornden McCloud
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**TRADEMARK**

Signature:	/Shornden McCloud/
Date:	11/01/2005
Total Attachments: 4 source=WPTrademarks#page1.tif source=WPTrademarks#page2.tif source=WPTrademarks#page3.tif source=WPTrademarks#page4.tif	

**TRADEMARK ASSIGNMENT**

Reference is made to that certain (i) Asset Purchase Agreement dated as of June 23, 2005 (the "APA") by and among Westpoint Stevens Inc., Westpoint Stevens Inc. I, Westpoint Stevens Stores Inc., J.P. Stevens Enterprises Inc., WS Textile Co., Inc., New Textile One, Inc., New Textile Two, Inc. and Textile Co., Inc. (n/k/a "WestPoint Home, Inc.", and hereinafter, "WestPoint Home") and (ii) Inter-Company Assignment and Assumption Agreement, of even date herewith, by and among WestPoint Home and its permitted assignees under the APA that are party thereto (the "Permitted Assignees"), pursuant to which WestPoint Home assigned to the Permitted Assignees, all of its right, title and interest to acquire, inter alia, certain Intellectual Property included in the Purchased Assets from the Assignors, and the Permitted Assignees agreed to assume the obligations of WestPoint Home thereunder.

WHEREAS, J.P. Stevens Enterprises, Inc., a Delaware corporation ("Assignor"), is the owner of the trademarks (including any registrations and applications therefor) listed on Schedule A attached hereto (collectively, the "Marks");

WHEREAS, WP Trademarks, LLC ("Assignee"), a Delaware corporation, is desirous of acquiring said Marks, and the registrations and applications therefor, and the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring the Marks, and the registrations and applications therefor, and the goodwill associated therewith.

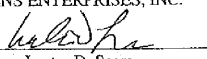
NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest, pursuant and subject to the provisions of the APA, in, to and under said Marks and the registrations and applications therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks; and together with all causes of action for the infringement of such Marks.

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the 8th day of August, 2005.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

J.P. STEVENS ENTERPRISES, INC.

By:   
Name: Lester D. Sears  
Title: President

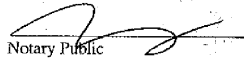
ACKNOWLEDGEMENT

STATE OF New York

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COUNTY OF New York

Be it remembered on this 5<sup>th</sup> day of August, 2005, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Lester D. Sears, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof President of J.P. STEVENS ENTERPRISES, INC., the ASSIGNOR in the foregoing instrument; and that he signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

  
Notary Public

JOHN ELLSWORTH  
Notary Public, State of New York  
No. 01EL4895735  
Qualified in New York County  
Commission Expires June 6, 2006

**SCHEDULE A**

**U.S. Trademarks**

<u>Title</u>	<u>Status</u>	<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>
COTTONCALE	Registered	U.S.A.	J.P. Stevens Enterprises, Inc.	73239977	11/20/79	1176285	11/03/81	24
PIPELINE	Registered	U.S.A.	J.P. Stevens Enterprises, Inc.	73287995	12/01/80	1187737	01/26/82	24
UTICA	Registered	U.S.A.	J.P. Stevens Enterprises, Inc.	73203948	02/15/79	1166573	08/25/81	24, 27

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**RECORDED: 11/01/2005**

**TRADEMARK  
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