

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valdese Weavers, LLC		05/09/2016	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	214 N. Tryon Street, Suite 3900		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3734794	JACQFORM	
Registration Number:	2767650	R3 COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3122633600		
Email:	renee.lewis@hkllaw.com		
Correspondent Name:	Renee P. Lewis		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn Street, 30th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Renee P. Lewis		
SIGNATURE:	/Renee P. Lewis/		
DATE SIGNED:	05/12/2016		
Total Attachments: 8			
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SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY

THIS SECURITY INTEREST GRANT INTELLECTUAL PROPERTY (this "Grant"), is made as of May 9, 2016 by Valdese Weavers, LLC, a North Carolina limited liability company, C.V. Industries, Inc., a North Carolina corporation, Valdese Leasing, LLC, a North Carolina limited liability company, and Shuford Development, Inc., a North Carolina corporation (each a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A, whose address is 214 N. Tryon Street, Suite 3900, Charlotte, NC 28202 (the "Lender" and the "Grantee"), on behalf of the Lender and the other Secured Parties.

WHEREAS, the Grantors and Lender have entered into a Credit Agreement and a Pledge and Security Agreement, each dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, respectively the "Credit Agreement" and the "Security Agreement"; all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, each Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in various intangible assets, including the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Lender for the benefit of the Secured Parties a security interest in all of said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto

throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Grant 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 entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.

(Signature Page Follows)

IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer.

Effective as of the 9th day of May, 2016

GRANTORS:

VALDESE WEAVERS, LLC, a North Carolina limited liability company

By: C.V. Industries, Inc., a North Carolina corporation, its sole member

By: 

Name: L. Snyder Garrison, Jr.

Title: Treasurer

C.V. INDUSTRIES, INC., a North Carolina corporation

By: 

Name: L. Snyder Garrison, Jr.

Title: Treasurer

VALDESE LEASING, LLC, a North Carolina limited liability company

By: C.V. Industries, Inc., a North Carolina corporation, its sole member

By: 

Name: L. Snyder Garrison, Jr.

Title: Treasurer

SHUFORD DEVELOPMENT, INC., a North Carolina corporation

By: 

Name: L. Snyder Garrison, Jr.

Title: Treasurer

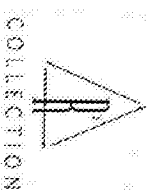
[Signature Page to Security Interest Grant Intellectual Property]

SCHEDULE A

PATENTS

Patent No.	Title	Country	Status	Owner	Filing Date	Issue Date
7350861	TEXTILE COMPONENT	United States	Active	Valdese Weavers, LLC	8/6/2004	4/1/2008

SCHEDULE B
TRADEMARKS

Graphic representation	Trademark	Country	Application number	Registration number	Trademark status	Owner	Application date	Registration date
JACQFORM	JACQFORM	United States	77431983	3734794	Registered	VALDESE WEAVERS, LLC	3/26/2008	1/5/2010
	R3 COLLECTION	United States	76321468	2767650	Ended	VALDESE WEAVERS, LLC	10/5/2001	9/23/2003

SCHEDULE C

COPYRIGHTS