

09-26-2001

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101854650

the attached original documents or copy thereof.

9-24-01

To the Honorable Commission

1. Name of conveying party(ies):

American Fiber Industries, LLC
205 N. White Street
Fort Mill, SC 29715

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 5, 2001

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation
Suite 101

Street Address: 400 Seventh Street, N.W.

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 200

7. Total fee (37 CFR 3.41) \$ 15.15⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/25/2001 08:08:00 00000034 2129631

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 1475.00 OP

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.

MacKenzie C. Henry
Name of Person Signing

MacKenzie C. Henry
Signature

September 20, 2001
Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002368 FRAME: 0001

Schedule V

Trademarks

**AMERICAN FIBER INDUSTRIES, LLC
REGISTERED TRADEMARKS**

Trademark: 2 IN 1
Registration No.: 2,129,631
Registration Date: 1/13/98
Renewal Date: 1/13/08

Trademark: AMERICAN FIBER INDUSTRIES
Registration No.: 1,902,746
Registration Date: 7/4/95
Renewal Date: 7/4/05

Trademark: AMERICAN FIBER INDUSTRIES
Registration No.: 2,235,853
Registration Date: 3/30/99
Renewal Date: 3/30/09

Trademark: BASIC COMFORT
Registration No.: 2,123,657
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: BAYPORT
Registration No.: 2,142,643
Registration Date: 3/10/98
Renewal Date: 3/10/08

Trademark: BAYPORT
Registration No.: 2,328,437
Registration Date: 3/14/00
Renewal Date: 3/14/10

Trademark: BIG HUG
Registration No.: 2,125,485
Registration Date: 12/30/97
Renewal Date: 12/30/07

Trademark: BODY BOLSTER
Registration No.: 2,005,403
Registration Date: 10/1/96
Renewal Date: 10/1/06

Trademark: CENTRELLE
Registration No.: 2,214,470
Registration Date: 12/29/98
Renewal Date: 12/29/08

Trademark: CLUB HOUSE
Registration No.: 2,206,520
Registration Date: 12/1/98
Renewal Date: 12/1/08

Trademark: COMFORT BASICS
Registration No.: 2,167,277
Registration Date: 6/23/98
Renewal Date: 6/23/08

Trademark: COMFORT BASICS
Registration No.: 2,263,476
Registration Date: 7/20/99
Renewal Date: 7/20/09

Trademark: COMFORT BLEND
Registration No.: 2,140,917
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: COMFORT CASUALS
Registration No.: 2,283,308
Registration Date: 10/5/99
Renewal Date: 10/5/09

Trademark: COMFORT CLUSTER
Registration No.: 2,140,918
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: COMFORT PANEL
Registration No.: 2,197,785
Registration Date: 10/20/98
Renewal Date: 10/20/08

Trademark: COMFORT PANEL.
Registration No.: 2,291,101
Registration Date: 11/9/99
Renewal Date: 11/9/09

Trademark: COMFORT PLUMES
Registration No.: 2,150,785
Registration Date: 4/14/98
Renewal Date: 4/14/08

Trademark: COMFORT SPIRAL.
Registration No.: 2,140,919
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: COMFORTSCAPES
Registration No.: 2,247,280
Registration Date: 5/25/99
Renewal Date: 5/25/09

Trademark: COMFORTSCAPES
Registration No.: 2,279,920
Registration Date: 9/21/99
Renewal Date: 9/21/09

Trademark: CRAFTER'S CABIN
Registration No.: 1,677,675
Registration Date: 3/3/92
Renewal Date: 3/3/02

Trademark: CROWN ELITE
Registration No.: 1,965,631
Registration Date: 4/2/96
Renewal Date: 4/2/06

Trademark: CROWN ELITE
Registration No.: 2,228,985
Registration Date: 2/16/99
Renewal Date: 2/16/09

Trademark: CROWNING COMFORT
Registration No.: 2,140,930
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: CROWNING COMFORT
Registration No.: 2,322,102
Registration Date: 2/22/00
Renewal Date: 2/22/10

Trademark: DECORATOR'S TOUCH
Registration No.: 1,985,626
Registration Date: 7/9/96
Renewal Date: 7/9/06

Trademark: DEEP POCKETS
Registration No.: 2,339,257
Registration Date: 4/4/00
Renewal Date: 4/4/10

Trademark: DOUBLE COMFORT
Registration No.: 2,140,921
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: GREAT LENGTHS
Registration No.: 2,123,659
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: INDUR-ON
Registration No.: 1,885,020
Registration Date: 3/21/95
Renewal Date: 3/21/05

Trademark: KIDS HUG
Registration No.: 2,042,795
Registration Date: 3/11/97
Renewal Date: 3/11/07

Trademark: LIL' HUG
Registration No.: 2,123,661
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: NATURAL BEAUTY
Registration No.: 2,206,521
Registration Date: 12/1/98
Renewal Date: 12/1/08

Trademark: NATURE'S BASICS
Registration No.: 2,188,996
Registration Date: 9/15/98
Renewal Date: 9/15/08

Trademark: NATURESCAPES
Registration No.: 2,292,645
Registration Date: 11/16/99
Renewal Date: 11/16/09

Trademark: NIGHTSCAPES
Registration No.: 2,142,644
Registration Date: 3/10/98
Renewal Date: 3/10/08

Trademark: NIGHTSCAPES
Registration No.: 2,320,721
Registration Date: 2/22/00
Renewal Date: 2/22/10

Trademark: OPTIMUM COMFORT
Registration No.: 2,123,658
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: PANEL LUXE
Registration No.: 2,180,629
Registration Date: 8/11/98
Renewal Date: 8/11/08

Trademark: PANEL-LOFT
Registration No.: 2,123,656
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: PREFERRED COMFORT
Registration No.: 2,140,922
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: PRIMARY COMFORT
Registration No.: 2,140,923
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: SLEEP BASICS
Registration No.: 2,183,453
Registration Date: 8/25/98
Renewal Date: 8/25/08

Trademark: SLEEPSTYLE
Registration No.: 1,682,978
Registration Date: 4/14/92
Renewal Date: 4/14/02

Trademark: SPRING BACK!
Registration No.: 2,290,180
Registration Date: 11/2/99
Renewal Date: 11/2/09

Trademark: SQUARE HUG
Registration No.: 2,123,660
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: SUPRA-LOFT
Registration No.: 2,051,887
Registration Date: 4/15/97
Renewal Date: 4/15/07
Trademark: THE BODY HUG
Registration No.: 2,028,235
Registration Date: 1/7/97
Renewal Date: 1/7/07

Trademark: THE GREAT MATTRESS PAD
Registration No.: 2,244,064
Registration Date: 5/4/99
Renewal Date: 5/4/09

Trademark: THE GREAT PILLOW
Registration No.: 2,174,082
Registration Date: 7/14/98
Renewal Date: 7/14/08

Trademark: THE T-SHIRT PILLOW
Registration No.: 2,252,859
Registration Date: 6/15/99
Renewal Date: 6/15/09

Trademark: ULTRA CROWN
Registration No.: 2,144,581
Registration Date: 3/17/98
Renewal Date: 3/17/08

Trademark: ULTRA DAMASK
Registration No.: 2,320,722
Registration Date: 2/22/00
Renewal Date: 2/22/10

Trademark: ULTRA SILK
Registration No.: 2,188,997
Registration Date: 9/15/98
Renewal Date: 9/15/08

Trademark: ULTRAREST
Registration No.: 1,965,632
Registration Date: 4/2/96
Renewal Date: 4/2/06

Trademark: WARM HUG
Registration No.: 2,123,662
Registration Date: 12/23/97
Renewal Date: 12/23/07

**AMERICAN FIBER INDUSTRIES, LLC
PENDING TRADEMARKS**

Trademark: DEEP POCKETS
Serial No.: 75/522,440
App. Date: 7/20/98

Trademark: FABRICS BY DESIGN -- BODY PILLOW
Serial No.: 76/062560
App. Date: 6/5/00

Trademark: THE JUMBO PILLOW
Serial No.: 76/062562
App. Date: 6/5/00

SECURITY AGREEMENT dated as of September 5, 2001, among SPRINGS INDUSTRIES, INC., a South Carolina corporation (the "Borrower"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of September 5, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "Issuing Bank"), and the other agent banks party thereto and (b) the Guarantee Agreement dated as of September 5, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Subsidiary Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower and the Subsidiaries, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement (upon the terms specified in the Guarantee Agreement). The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower and each Loan Party under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all obligations of the Borrower under each Hedging Agreement entered into with any counterparty that was a Lender or Lender Affiliate at the time such Hedging Agreement was entered into and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to any Lender, any Lender Affiliate, the Administrative Agent or the Collateral Agent arising from treasury, depository and cash management services or in connection with any automated clearinghouse transfer of funds (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement shall have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Collateral" shall mean all (a) Accounts, (b) Chattel Paper, (c) Deposit Accounts, (d) Documents, (e) Equipment, (f) General Intangibles, (g) Instruments, (h) Inventory, (i) Investment Property, (j) all books and records pertaining to the foregoing and (k) to the extent not otherwise included, all Proceeds and products of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that the term "Collateral" shall not include Excluded Assets.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Excluded Assets" shall mean (a) any asset, including, without limitation, Accounts and proceeds of Inventory, of any kind, to the extent that (i) such asset is sold (or intended to be sold) to the Receivables Subsidiary pursuant to the Permitted Receivables Financing and (ii) such sale or intended sale is permitted by Section 6.05(c) of the Credit Agreement, (b) any asset acquired, constructed or improved pursuant to a capital lease or purchase money indebtedness permitted by Section 6.01(a)(vi) of the Credit Agreement, (c) assets securing the Indebtedness identified as Industrial Revenue Bonds on the Closing Date as set forth in Schedule 6.01 to the Credit Agreement and extensions, renewals and replacements of such Indebtedness permitted by Section 6.01(a)(iii) of the Credit Agreement, (d) Excluded Contracts and (e) assets set forth on Schedule VI hereto.

"Excluded Contract" shall mean any contract or agreement to which a Grantor is a party or any governmental permit held by a Grantor to the extent that (a) the terms of such contract, agreement or permit prohibit or restrict the creation, incurrence or existence of the Security Interest therein or the assignment thereof without the consent of any party thereto other than such Grantor and (b) such prohibition or restriction is permitted under Section 6.10 of the Credit Agreement, provided that the term "Excluded Contract" shall not include any rights for any amounts due or to become due pursuant to any Excluded Contract; provided, further, that such Grantor shall use commercially reasonable efforts to obtain all consents or waivers necessary to permit the grant of the Security Interest in such Excluded Contract.

"FILOT Leases" shall mean, collectively, the leases set forth on Schedule VII hereto and entered into between (a) a Grantor and (b) the relevant state, county or local Governmental Authority in connection with a FILOT Arrangement.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases (including the FILOT Leases), whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts, including all goodwill, going concern value (other than any of the foregoing which relates to any Excluded Assets).

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"New York UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the Borrower.

"Proceeds" shall have the meaning specified in Section 9-102 of the New York UCC.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender or a Lender Affiliate at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document (g) the Administrative Agent or the Collateral Agent in respect of obligations owed to the Administrative Agent or the Collateral Agent arising from treasury, depository and cash management services or in connection with any automated clearinghouse transfer of funds and (h) the successors and assigns of each of the foregoing.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in, to and under the Collateral (the "Security Interest"). Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (a) whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and (b) in the case of a financing statement filed as a fixture filing or covering Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Collateral relates. The Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Collateral Agent is further authorized to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete. Fully executed (to the extent required by applicable law) Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than the financing statements referred to above in Section 3.02(a) and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financ-

ing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors holds any commercial tort claim except as indicated on the Perfection Certificate.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number, as applicable, or (v) in its jurisdiction of organization. Each Grantor agrees to promptly provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the preceding sentence. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Periodic Certification. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer of the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the

extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that the Collateral Agent reasonably believes constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. Inspection and Verification. In accordance with Section 5.09 of the Credit Agreement, the Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification (except with respect to Excluded Assets). The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12 of the Credit Agreement)

SECTION 4.06. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account (except with respect to Excluded Assets), such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance; provided that such indemnity shall not, as to the Collateral Agent or any Secured Party, be available to the extent such liability is determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Collateral Agent or such Secured Party, as applicable.

SECTION 4.09. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment for security, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not prohibited by this Agreement, the Credit Agreement or any other Loan Document.

SECTION 4.10. Limitation on Modification of Accounts. Except with respect to Excluded Assets, none of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts included in the Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current

practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. Legend. Except with respect to Excluded Assets, each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Chattel Paper and its books, records, and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Chattel Paper have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. Covenants Regarding Patent, Trademark and Copyright Collateral.
 (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any

Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.14. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Collateral:

(a) Instruments and Tangible Chattel Paper. If any Grantor shall at any time hold or acquire any Instruments or Tangible Chattel Paper, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

(b) Deposit Accounts. For each deposit account that any Grantor at any time opens or maintains, such Grantor shall, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either

(a) cause the depository bank to agree to comply at any time with instructions from the Collateral Agent to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor, or (b) arrange for the Collateral Agent to become the customer of the depository bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit account. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such instructions or withhold any withdrawal rights from any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which any Grantor, the depository bank and the Collateral Agent have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and the Collateral Agent for the specific purpose set forth therein and (ii) deposit accounts for which the Collateral Agent is the depository.

(c) Investment Property. If any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (a) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (b) arrange for the Collateral Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by any Grantor are held by such Grantor or its nominee through a securities intermediary or commodity intermediary, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee, or (ii) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with each of the Grantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Collateral Agent is the securities intermediary.

(d) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may

reasonably request to vest in the Collateral Agent control under UCC §9-105 of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Grantor that the Collateral Agent will arrange, pursuant to procedures satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC §9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or §16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such electronic chattel paper or transferable record.

(e) Letter-of-credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement.

(f) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim, the Grantor shall promptly notify the Collateral Agent in a writing signed by such Grantor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

ARTICLE V

Remedies

SECTION 5.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the

Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

If an Event of Default shall occur and be continuing, in addition to all other rights and remedies of the Collateral Agent set forth in this Section 5.01 or pursuant to applicable law or otherwise, the Collateral Agent or its successors or assigns shall have all rights and benefits under the FILOT Leases; provided, however, that each Grantor party to a FILOT Lease shall retain and be entitled to enforce all rights to indemnification arising prior to the occurrence of such Event of Default and all other rights of indemnification to the extent any assignment thereof would cause such rights to be diminished, unenforceable or otherwise adversely affected as a result of the provisions of this Section 5.01, subject, however, to the Security Interest of the Collateral Agent in the proceeds from the enforcement of any such rights. Upon the occurrence and continuance of any such Event of Default, each Grantor party to a FILOT Lease agrees to execute any and all documents reasonably requested by the Collateral Agent to enable the Collateral Agent to exercise all the rights of such Grantor under such FILOT Lease.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of

such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions.

SECTION 5.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion, such discretion being exercised in good faith and with reasonable judgment, as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VI

Miscellaneous

SECTION 6.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 9.01 of the Credit Agreement.

SECTION 6.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 6.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 6.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 6.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 6.06. Collateral Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any monitoring or audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its Affiliates.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 6.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 6.06 shall be payable on written demand therefor.

SECTION 6.07. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 6.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle

such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 6.09. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement or any of the other loan documents. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other loan documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 6.09.

SECTION 6.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 6.04), and shall become effective as provided in Section 6.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 6.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 6.14. Termination. (a) This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the LC Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors or the Grantor's designee, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request from time to time to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 6.14(a) shall be without recourse to or warranty by the Collateral Agent.

(b) A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; provided that the Required Lenders (or, if required by the terms of the Credit Agreement, such greater percentage of the Lenders specified in the Credit Agreement) shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise. The Security Interest in any Collateral that is sold, transferred or otherwise disposed of in accordance with this Agreement, the Credit Agreement and the other Loan Documents (including pursuant to a waiver or amendment of the terms thereof) shall automatically terminate and be released, and such Collateral shall be sold free and clear of the Lien and Security Interest created hereby. In connection with any of the foregoing, the Collateral Agent shall execute and deliver to the Grantors or the Grantors' designee, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents that the Grantors shall reasonably request from time to time to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 6.14(b) shall be without recourse to or warranty by the Collateral Agent.

SECTION 6.15. Additional Grantors. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the

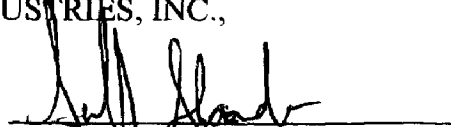
consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 6.16. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

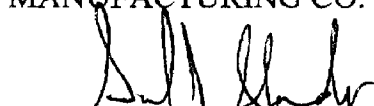
SPRINGS INDUSTRIES, INC.,

by


Name: Samuel J. Ilardo
Title: Vice President & Treasurer


SPRINGS LICENSING GROUP, INC.
SPRINGS INDUSTRIES (ASIA) INC.
WARBIRD CORPORATION
SPRINGMAID INTERNATIONAL, INC.
CATAWBA TRUCKING CO., INC.
SIH CORP.
REGAL RUGS, INC.
SPRINGS WINDOW FASHIONS DIVISION,
INC.
SWF, INC.
NEW FASHION SIERRA, INC.
SPRINGS WINDOW FASHIONS LEASING CO.,
INC.
SPRINGS WINDOW FASHIONS
MANUFACTURING CO. USA, INC.

by


Name: Samuel J. Ilardo
Title: Vice President & Treasurer


AMERICAN FIBER INDUSTRIES, LLC
By: SPRINGS INDUSTRIES, INC.
CATAWBA TRUCKING CO, INC.,
its Members

by


Name: Samuel J. Ilardo
Title: Vice President & Treasurer

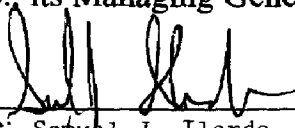
SPRINGS WINDOW DIRECT LP
By: SWF, Inc., its Managing General Partner

by


Name: Samuel J. Ilardo
Title: Vice President & Treasurer

SPRINGS WINDOW FASHIONS LP
By: SWF, Inc., its Managing General Partner

by



Name: Samuel J. Ilardo
Title: Vice President & Treasurer

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by



Name: BRUCE BORDEN
Title: VICE PRESIDENT

Schedule I

Subsidiary Guarantors

American Fiber Industries, LLC

Catawba Trucking Co., Inc.

New Fashion Sierra, Inc.

Regal Rugs, Inc.

SIH Corp.

Springmaid International, Inc.

Springs Industries (Asia) Inc.

Springs Licensing Group, Inc.

Springs Window Direct LP

Springs Window Fashions Division, Inc.

Springs Window Fashions Leasing Co., Inc.

Springs Window Fashions Manufacturing Co. USA, Inc.

Springs Window Fashions LP

SWF, Inc.

Warbird Corporation

Schedule II

Copyrights

Springs Industries, Inc

TITLE	REGISTRATION NO.	DATE OF REG.
AEGEAN CUP	VA 610-439	11/1/93
AEGEAN LOTION PUMP	VA 615-182	11/1/93
AEGEAN SOAP DISH	VA 608-060	11/1/93
AEGEAN TISSUE BOX	VA 610-438	11/1/93
AEGEAN TOOTHBRUSH HOLDER	VA 608-056	11/1/93
AEGEAN TRINKET BOX & TRAY	VA 671-113	11/7/94
AEGEAN WASTEBASKET	VA 608-061	11/1/93
ALLIE	VA 518-484	5/22/92
ALLURE	VA 414-658	6/7/90
ALOFT	VA 235-930	7/21/85
ALOHA	VA 450-575	3/4/91
AMARILLO	VA 518-492	5/22/92
AMBROSIA	VA 648-246	7/1/94
AMERICAN BEAUTY	VA 469-304	8/20/91
AMY/SHARON	VA 244-086	11/7/86
ANTOINETTE	VA 333-287	12/29/88
APRIL	VA 271-564	7/22/87
ARABESQUE	VA 657-448	7/18/94
ARBORETUM	VA 671-117	11/7/94
ASHFORD	VA 569-283	7/6/93
ATHENA	VA 197-612	7/30/85
ATLANTIS	VA 336-712	12/29/88
ATRIUM/FERNERY	VA 99-250	9/4/81
AURORA	VA 244-089	11/7/86
AURORA	VA 180-183	3/26/85
AUTUMN/PARKVIEW	VA 111-640	9/3/82
AUTUMN LEAVES	VA 666-199	11/23/94
AVALON	VA 671-119	11/7/94
BALMORAL	VA 523-386	5/22/92
BARRIER REEF	VA 648-245	7/1/94
BASKETWEAVE/COURTYARD TB HOLDER	VA 665-517	6/2/94
BASKETWEAVE/COURTYARD SOAP DISH	VA 665-518	6/2/94
BASKETWEAVE/COURTYARD CUP	VA 665-519	6/2/94

TITLE	REGISTRATION NO.	DATE OF REG.
BASKETWEAVE/COURTYARD LOTION DISPENSER	VA 665-906	6/2/94
BEACHWAY	VA 214-262	2/9/86
BEAUMONT/DALLAS	VA 214-263	2/9/86
BEBE DE JOIE	VA 671-120	11/7/94
BELLE	VA 214-260	2/3/86
BERBER	VA 648-823	5/23/94
BERMUDA	VA 235-934	7/21/86
BIRCH/SPRUCE	VA 99-261	9/4/81
BIRDIE	VA 222-282	4/25/86
BLOSSOM	VA 235-931	7/21/86
BLOSSOM/APRIL	VA 111-615	9/3/82
BLUE LAGOON	VA 523-907	5/22/92
BONJOUR	VA 271-573	7/22/87
BOUNTIFUL	VA 450-558	3/4/91
BRITTANY	VA 222-289	4/25/86
BRITTANY	VA 643-692	7/1/94
BRUSHSTROKES	VA 413-792	6/7/90
CABANA	VA 244-082	11/7/86
CALAIS/LOLITA	VA 99-256	9/4/81
CALLALILY	VA 303-497	5/16/88
CAMILLE	VA 256-545	3/20/87
CAMILLE/GISELLE	VA 99-257	9/4/81
CANYON	VA 687-835	5/31/94
CAPE COD	VA 523-385	5/22/92
CAPRI	VA 197-625	7/29/85
CAPTIVA	VA 317-676	7/29/88
CARNATION	VA 469-296	8/20/91
CARNATION/MAYTIME	VA 111-624	9/3/82
CATALINA	VA 645-225	7/11/94
CATALINA	VA 222-283	4/25/86
CENTRAL PARK	VA 317-670	7/29/88
CERAMIC RABBIT	VA 268-845	7/4/87
CERAMIC SWAN	VA 268-847	6/4/87
CHANTEL	VA 413-797	6/7/90
CHARLESTON	VA 523-382	5/22/92
CHARLIE	VA 288-616	12/24/87
CHARLIE	VA 271-572	7/22/87
CHATEAU	VA 317-672	7/29/88
CHEF TED	VA 246-358	12/15/86
CHERIE/VALERIE	VA 99-252	9/4/81

TITLE	REGISTRATION NO.	DATE OF REG.
CHERUB BUTTON COVERS	VA 656-433	10/27/94
CHEVRON	VA 111-607	9/3/82
CHINA ROSE	VA 271-771	7/22/87
CHRISTINE	VA 333-283	12/29/88
CHRISTINE	VA 413-789	7/7/80
CITY LIGHTS	VA 244-092	11/7/86
CITY LIGHTS	VA 450-570	3/4/91
CLASSIC	VA 111-644	9/3/82
CLOUD 9	VA 288-610	12/24/87
COLEEN	VA 288-605	12/24/87
CONGO	VA 687-825	05/31/94
CONSERVATORY	VA 685-942	12/12/94
CONSERVATORY ACCESSORIES	VA 671-110	11/7/94
CORONET	VA 645-222	7/1/94
CORONET (towel design)	VA 642-289	10/14/94
CORSAGE	VA 523-388	5/22/92
COTSWALD	VA 413-787	6/7/90
COTTAGE	VA 643-690	7/1/94
COTTAGE PLAID	VA 582-966	7/6/93
COUNTERPOINT	VA 243-990	11/7/86
COUNTRY	VA 197-622	7/29/85
COUNTRY CHRISTMAS	VA 317-680	7/29/88
COUNTRY CLUB	VA 643-681	7/1/94
COUNTRY TIME	VA 288-617	12/24/87
CREATION	VA 687-823	5/31/94
CRYSTALLIQUE	VA 687-837	5/31/94
DAYBREAK	VA 212-565	7/30/95
DAYLILY	VA 214-255	2/3/86
DEAUVILLE	VA 317-671	7/29/88
DEBBIE/JARDIN	VA 111-635	9/3/82
DEMOCATS	VA 605-849	8/16/93
DENISE/CARYN/DANIELLE	VA 111-634	9/3/82
DIAMONDS	VA 523-389	5/22/92
DIANA	VA 256-538	3/20/87
DIMENSIONS	VA 413-795	6/7/90
DINO	VA 288-601	12/24/87
DISCOVERY	VA 595-423	9/7/93
DOGWOOD	VA 413-790	6/7/90
DOLLY	VA 271-574	7/22/87
DOMINIQUE	VA 99-255	9/4/81
DOTS IT	VA 222-280	4/25/86

TITLE	REGISTRATION NO.	DATE OF REG.
DREAMLAND	VA 643-694	7/1/94
DUCK POND	VA 197-619	7/29/85
EBBTIDE	VA 110-570	9/3/82
EDEN	VA 654-303	8/30/94
ELYSE	VA 271-566	7/22/87
EMPIRE	VA 645-221	7/11/94
ENCHANTMENT	VA 256-542	3/20/87
ENCHANTMENT	VA 99-260	9/4/81
ERIKA	VA 518-489	5/22/92
EXECUTIVE PLAID	VA 523-908	5/22/92
EXOTICA	VA 235-933	7/21/86
EYELET/VIENNA	VA 111-619	9/3/82
FABULOUS TULIP	VA 303-500	5/16/88
FANCIFUL	VA 235-932	7/21/86
FANCY FREE/WOODLAND	VA 111-637	9/3/82
FANTASIA	VA 214-254	2/3/86
FANTASY REEF	VA 657-490	6/2/94
FANTASY REEF CUP	VA 657-486	6/2/94
FANTASY REEF TOOTHBRUSH HOLDER	VA 657-487	6/2/94
FANTASY REEF SOAP DISH	VA 657-488	6/2/94
FANTASY REEF LOTION DISPENSER	VA 657-489	6/2/94
FAT CATS	VA 256-551	3/20/87
FEATHERED FRIENDS	VA 288-609	12/24/87
FIJI	VA 643-697	7/1/94
FILIGREE	VA 685-944	12/12/94
FILIGREE ACCESSORIES	VA 676-355	11/23/94
FILMSTRIP	VA 271-567	7/22/87
FINALE	VA 414-657	6/7/90
FLAMINGO ROAD	VA 244-084	11/7/86
FLEUR	VA 333-284	12/29/88
FLORAL BUTTON COVERS	VA 656-432	10/27/94
FLOWER GARDEN	VA 643-688	7/1/94
FLOWER POTS BUTTON COVER HOOKS	VA 277-905	4/24/95
FLOWER SONG	VA 518-488	5/22/92
FLUTTERBY	VA 288-608	12/24/87
FLUTTERBY	VA 214-256	2/3/86
FLUTTERBY/PAPILLION	VA 111-608	9/3/82
FOSSIL ACCESSORIES	VA 321-765	5/31/94
FRAIDY	VA 518-486	5/22/92
FRONT PORCH	VA 569-284	7/6/93
GARDEN GLORY	VA 667-586	2/13/95

TITLE	REGISTRATION NO.	DATE OF REG.
GARDEN GLORY ACCESSORIES	VA 671-114	11/7/94
GARDEN PARTY	VA 313-289	12/24/87
GARLAND	VA 597-409	5/31/95
GARLAND/RIVIERA	VA 99-259	9/4/81
GENERAL STORE	VA 608-599	9/7/93
GENEVIEVE	VA 648-758	7/1/94
GINGHAM	VA 246-354	12/15/86
GINGHAM FLORAL	VA 523-909	05/22/92
GISELLE	VA 333-286	12/29/88
GLITTERS	VA 222-281	04/25/86
GOLD LEAF	VA 645-224	7/11/94
GOLDEN EGG	VA 246-352	12/15/86
GOLDEN POND	VA 643-696	7/1/94
GONE FISHING	VA 518-491	5/22/92
HAMPTON	VA 607-310	10/15/93
HAPPINESS	VA 523-383	5/22/92
HARBORVIEW	VA 414-656	4/7/90
HARMONY	VA 333-275	12/29/88
HARVEY	VA 244-091	11/7/86
HAWAII	VA 110-576	9/3/82
HEART N'HOME	VA 333-285	12/29/88
HEAVENLY	VA 450-560	3/4/91
HERALDIC BUTTON COVER HOOKS	VA 277-904	4/24/95
HIGH BROW	VA 414-659	6/7/90
HIGH FLYING	VA 222-288	4/25/86
HIGHLAND/GEESE	VA 222-284	4/25/86
HIGHLITE	VA 313-292	12/24/87
HITCHHIKER	VA 687-828	5/31/94
HOMERUN	VA 469-300	8/30/90
HOT SHOT	VA 414-660	6/7/90
HYANNIS	VA 671-118	11/7/94
HYDE PARK	VA 317-678	7/29/88
HYDE PARK	VA 288-611	12/24/87
ILLUSION	VA 643-683	7/1/94
IMPRESSIONS	VA 450-566	3/4/91
INTERLUDE	VA 687-822	5/31/94
INTERPLAY/ILLUSION	VA 99-249	9/4/81
INTRIGUE	VA 413-786	6/7/90
IRIS	VA 469-302	8/20/91
IRIS/SIRI	VA 99-264	9/4/91
ISABELLA	VA 518-487	5/22/92

TITLE	REGISTRATION NO.	DATE OF REG.
IVY/VINES	VA 99-265	9/4/81
IVY/TRELLIS	VA 687-826	5/31/94
JACQUELINE	VA 469-303	8/20/91
JAMAICA/TRINIDAD	VA 111-623	9/3/82
JAMBOREE	VA 643-680	7/1/94
JARDIN	VA 518-485	5/22/92
JEEVES	VA 288-612	12/24/87
JELI BEANS	VA 110-572	9/3/82
JENNIFER	VA 256-541	3/20/87
JET STREAM	VA 288-615	12/24/87
JIGSAW	VA 523-914	5/22/92
JILLIAN	VA 450-557	3/4/91
JOANIE	VA 110-573	9/3/82
JUBILEE/NOELLE	VA 99-253	9/4/81
JUBILEE	VA 413-798	6/7/90
JUNGLE GARDEN	VA 450-569	3/4/91
KASHMIR	VA 450-554	3/4/91
KATRINA	VA 450-556	3/4/91
KENTE	VA 657-449	7/18/94
KEY WEST/BISCAYNE	VA 99-263	9/4/81
KIMBERLY	VA 256-543	3/20/87
KRYSTAL/TOUCH OF GLASS	VA 214-258	2/3/86
LA SCALA	VA 333-278	12/29/88
LA TULIPE	VA 256-549	03/20/87
LAGUNA	VA 99-254	9/4/81
LAKELAND	VA 244-087	11/7/86
L'AMOUR	VA 197-617	7/29/85
LAMPOON/BILLBOARD	VA 111-626	9/3/82
LANA TUNA	VA 197-620	7/29/85
L.C.	VA 288-602	12/24/87
LEAF HOOKS (DAWSON)	VA 638-457	5/13/94
LEAF HOOKS (COLLAGE)	VA 579-181	10/27/94
LEAVES	VA 671-121	11/7/94
LIBERTY	VA 317-682	7/29/88
LILY/LAKESIDE	VA 111-625	9/3/82
LISA	VA 336-711	12/29/88
LISBON	VA 317-679	7/29/88
LOTUS/LAKEVILLE	VA 111-638	9/3/82
LOUIS XV	VA 523-917	5/22/92
LOVES ME	VA 271-570	7/22/87
MADRIGAL/SORRENTO	VA 99-258	9/4/81

TITLE	REGISTRATION NO.	DATE OF REG.
MAJESTY	VA 317-675	7/29/88
MAJESTY	VA 654-304	8/30/94
MALAYA/SIAM	VA 111-609	9/3/82
MALIBU	VA 110-578	9/3/82
MARIPOSA	VA 271-565	7/22/87
MARMALADE	VA 271-571	7/2/87
MARSHLAND	VA 271-563	7/22/87
MATISSE	VA 595-421	9/7/93
MAUI	VA 643-693	7/1/94
MAYFAIR/FAIRFIELD	VA 111-618	9/3/82
MAYTIME	VA 197-614	7/29/85
MEADOW	VA 450-574	3/4/91
MEDITERRANEAN	VA 648-821	5/23/94
MELODY	VA 246-356	12/15/86
MESA	VA 454-802	3/4/91
METRIC	VA 413-794	6/7/90
METRIC	VA 333-277	12/29/88
MIAMI NICE	VA 256-539	3/20/87
MING	VA 687-831	5/31/94
MME BUTTERFLY	VA 246-248	12/15/86
MONACO	VA 595-422	9/7/93
MONARCH/CONTESSA	VA 111-617	9/3/82
MONIQUE	VA 333-280	12/29/88
MONTAGE	VA 414-663	6/7/90
MONTE CARLO/VENUS	VA 244-090	11/7/86
MORE THAN TERRY-SHELL DESIGN	VA 671-108	11/7/94
MORNING GLORY	VA 595-417	9/7/93
MOSAIC	VA 523-387	5/22/92
MUSHROOM PLAID	VA 271-575	7/22/87
NANNETTE	VA 333-282	12/29/88
NANTUCKET	VA 643-684	7/1/94
NAPOLI TUMBLER	VA 688-628	8/22/94
NAPOLI LOTION DISPENSER	VA 646-315	8/22/94
NAPOLI TB HOLDER	VA 646-316	8/22/94
NAPOLI SOAP DISH	VA 646-317	8/22/94
NAUTILUS/ST. THOMAS /ST. CROIX	VA 162-165	9/20/84
NETWORK	VA 111-641	9/3/82
NEWPORT/SURFSIDE	VA 111-636	9/3/82
NITE-OUT	VA 321-093	10/23/87
NOCTURNE	VA 110-569	9/3/82
NOELLE	VA 313-288	12/24/87

TITLE	REGISTRATION NO.	DATE OF REG.
NOSEGAY/MELODY	VA 111-631	9/3/82
OASIS	VA 414-662	6/7/90
OFFSHORE	VA 687-833	5/31/94
OH! CHRISTMAS TREE	VA 303-499	5/16/88
ORIENTAL FLORAL	VA 523-910	5/22/92
ORLANDO	VA 110-568	9/3/82
PALAIS	VA 667-587	2/13/95
PALAZZO	VA 687-827	5/31/94
PALM AIRE	VA 317-677	7/29/88
PALM BEACH	VA 256-548	3/20/87
PAMELA	VA 271-569	5/22/87
PANDORA	VA 256-540	3/20/87
PAPILLION	VA 246-251	12/15/86
PARADISE/EDEN	VA 111-622	9/3/82
PARDISO	VA 687-838	5/31/94
PARK AVE.	VA 256-550	3/20/87
PARTYTIME	VA 413-793	6/7/90
PASADENA/GLENDALE	VA 111-629	9/3/82
PASSION	VA 413-788	6/7/90
PATCHWORK	VA 246-355	12/15/86
PEONY	VA 110-577	9/3/82
PHOENIX/TUCSON/TRACY	VA 111-630	9/3/82
PIZZAZ	VA 413-796	6/7/90
PLANET EARTH	VA 450-572	3/4/91
PLAZA/AVANTI	VA 111-639	9/3/82
PLYMOUTH	VA 271-576	7/22/87
POLLY/PARROTS	VA 99-262	9/4/81
POM POMS	VA 523-915	5/22/92
POPLAR	VA 110-574	9/3/82
POPPY	VA 450-568	3/4/91
POTPOURRI	VA 469-301	8/20/91
PRIDE	VA 450-573	3/4/91
PRIMAVERA	VA 180-184	3/26/85
PRIMROSE	VA 333-288	12/29/88
PRISM	VA 663-268	7/1/94
PUEBLO	VA 654-489	8/30/94
QUACKERS	VA 256-536	3/20/87
QUEEN ANN	VA 303-498	5/16/88
REGAL TULIP	VA 643-695	7/1/94
REMEDIES	VA 450-559	3/4/91
RENOIR/MONET	VA 111-616	9/3/82

TITLE	REGISTRATION NO.	DATE OF REG.
RHAPSODY/CRESCENDO	VA 654-302	8/30/94
RHAPSODY/SONATA	VA 111-643	9/3/82
RIO	VA 643-685	7/1/94
RIVIERA	VA 197-623	7/29/85
ROMA S/C	VA 687-834	5/31/94
ROMA SOAP DISH	VA 671-112	11/7/94
ROMA TRAY	VA 646-324	8/22/94
ROMANCE	VA 288-603	12/24/87
ROMANESQUE HOOKS	VA 638-458	5/13/94
ROSE BOUQUET	VA 523-905	5/22/92
ROSE GARDEN	VA 235-928	7/21/86
ROSEBUD	VA 595-419	9/7/93
ROSEBUD	VA 197-618	7/29/85
ROSEDALE/NANNETTE	VA 111-632	9/3/82
ROSEMARIE	VA 222-286	4/25/86
ROYAL DAMASK	VA 322-645	2/13/85
RUBBER DICKIE	VA 235-929	7/21/86
SAFARI	VA 256-547	3/20/87
SAILING	VA 687-821	5/31/94
SAND DOLLARS	VA 687-830	5/31/94
SANDSCRIPT	VA 640-228	11/23/94
SANDSCRIPT ACCESSORIES	VA 671-111	11/7/94
SANIBEL	VA 197-615	7/29/85
SANTA BEARS	VA 317-681	7/29/88
SANTA CRUZ	VA 110-575	9/3/82
SANTA FE	VA 333-274	12/29/88
SANTA FE	VA 110-571	9/3/82
SASSY	VA 523-912	5/22/92
SASSY STRIPE	VA 244-088	11/7/86
SCHOOL'S OUT	VA 523-384	5/22/92
SEA BREEZE ACCESSORIES	VA 671-115	11/7/94
SEA SHELLS (rubber tub mat)	VA 645-886	5/31/94
SECRET GARDEN	VA 523-911	5/22/92
SEVILLE/GRANADA	VA 111-633	9/3/82
SEWING BEE	VA 643-689	7/1/94
SHANGRILA	VA 246-250	12/15/86
SHANNON/KILLARNEY	VA 111-620	9/3/82
SHASTA	VA 197-621	7/29/85
SHASTA/DAISY	VA 111-614	9/3/82
SHELL BUTTON COVERS	VA 656-434	10/27/94
SHELL HOOKS	VA 636-583	6/6/94

TITLE	REGISTRATION NO.	DATE OF REG.
SHELL SOAP DISH	VA 268-846	6/4/87
SHERWOOD/WINSLOW	VA 111-610	9/3/82
SHOJI	VA 288-607	12/24/87
SHOWER	VA 523-916	5/22/92
SHOWTIME/APPLAUSE	VA 221-483	4/25/86
SIERRA	VA 222-287	4/25/86
SILHOUETTE	VA 222-285	4/25/86
SIMONE/DAPHNE	VA 111-621	9/3/82
SINGAPORE/MANDRIN/BAMBOO	VA 111-628	9/3/82
SITTING PRETTY	VA 197-613	7/30/85
SKYWARD	VA 243-989	11/7/86
SMALL TALK	VA 313-287	12/24/87
SNOWBALL/SOMERSET/HYDRANGEA	VA 111-642	9/3/82
SOLARIS ACCESSORIES	VA 671-109	11/7/94
SOLEIL	VA 687-824	5/31/94
SOMETHING FISHY/SCUBA DO	VA 643-687	7/1/94
SONDRA	VA 288-606	12/24/87
SORRENTO LOTION DISPENSER	VA 646-318	8/22/94
SORRENTO SOAP DISH	VA 646-319	8/22/94
SORRENTO TB HOLDER	VA 668-629	8/22/94
SORRENTO TUMBLER	VA 668-627	8/22/94
SOUTH BEACH	VA 665-210	6/2/94
SOUTH BEACH TB HOLDER	VA 665-206	6/2/94
SOUTH BEACH TUMBLER	VA 665-207	6/2/94
SOUTH BEACH LOTION DISPENSER	VA 665-208	6/2/94
SOUTH BEACH SOAP DISH	VA 665-209	6/2/94
SOUTHAMPTON	VA 523-906	5/22/92
SPLASH	VA 595-418	9/7/93
SPRING	VA 197-616	7/29/85
SPRING MOON	VA 317-674	7/29/88
SPRINGTIME	VA 317-669	7/29/88
STAINED GLASS	VA 469-298	8/20/91
STARBURST	VA 450-567	3/4/91
STORK CLUB	VA 288-614	12/24/87
STREAMERS	VA 200-535	7/29/85
St. TROUPEZ	VA 288-604	12/24/87
SUMMER ROSE	VA 595-420	9/7/93
SUNDANCE	VA 648-550	7/1/94
SUNSHINE	VA 687-836	5/31/94
SUNSHINE SOAP DISH	VA 669-542	5/23/94
SUNSHINE LOTION DISPENSER	VA 669-543	5/23/94

TITLE	REGISTRATION NO.	DATE OF REG.
SUNSHINE CUP	VA 669-544	5/23/94
SUNSHINE TOOTHBRUSH HOLDER	VA 669-545	5/23/94
SURFSIDE	VA 271-568	7/22/87
SUSSEX	VA 643-682	7/1/94
SUZY	VA 317-683	7/29/88
SWAN LAKE	VA 246-247	12/15/86
SWEET ROSE	VA 214-257	2/3/86
SWEETHEART	VA 197-624	7/29/85
TALLY HO	VA 288-613	12/24/87
TANGO	VA 197-611	7/30/85
TEMPO	VA 317-673	7/29/88
THEODORE	VA 214-259	2/3/86
TIMBA	VA 687-829	5/31/94
TIPTOE	VA 333-281	12/29/88
TIVOLI/TANYA	VA 111-611	9/3/82
TOSCA	VA 654-305	8/30/94
TRADING POST	VA 582-967	7/6/93
TREASURE ISLE	VA 333-276	12/29/88
TREES/ARBOR	VA 111-613	9/3/82
TRELLIS	VA 256-546	3/20/87
TREVOR	VA 313-291	12/24/87
TRIANGLES	VA 413-785	6/7/90
TRIFFLES	VA 313-290	12/24/87
TRINA	VA 645-226	7/11/94
TRISTAN	VA 469-299	8/20/91
TROPICAL	VA 214-261	2/3/86
TROY/SPARTA	VA 111-627	9/3/82
TUDOR	VA 118-658	12/30/82
TUXEDO FLORAL	VA 523-913	5/22/92
TWILIGHT	VA 413-791	6/7/90
TWOSOME	VA 246-353	12/15/86
UP N AWAY	VA 246-249	12/15/86
UPBEAT	VA 256-544	3/20/87
UPSY DAISY	VA 246-357	12/15/86
VALE/TARA	VA 111-612	9/3/82
VEGETABLE PATCH	VA 671-116	11/7/94
VENEZIA	VA 608-326	7/6/93
VENICE	VA 303-501	5/16/88
VENUS/JUPITER	VA 99-251	9/4/81
VERANDA	VA 687-832	5/31/94
VERDE	VA 645-223	7/11/94

TITLE	REGISTRATION NO.	DATE OF REG.
VERDE TB HOLDER	VA 646-320	8/22/94
VERDE TUMBLER	VA 646-321	8/22/94
VERDE SOAP DISH	VA 646-322	8/22/94
VERDE LOTION DISPENSER	VA 646-323	8/22/94
VICTORIAN ACCESSORIES	VA 568-259	1/21/94
VILLA ROMA II	VA 657-451	7/18/94
VIOLET/SPRINGTIME	VA 118-659	12/30/82
VOGUE	VA 450-571	3/4/91
VOGUE/DORSET	VA 212-564	7/30/85
WALL STREET	VA 663-267	7/1/94
WANDA	VA 518-490	5/22/92
WATER BIRDS	VA 657-450	7/18/94
WATERLILY	VA 333-273	12/29/88
WILD ONE	VA 333-279	12/29/88
WILDERNESS	VA 450-555	3/4/91
WILDFLOWER	VA 256-537	3/20/87
WILDLIFE	VA 180-185	3/26/85
WILDLIFE	VA 197-616	7/29/85
WILD WEST	VA 654-585	7/1/94
WILLIAMSBURG	VA 244-085	11/7/86
WINDOVER	VA 643-691	7/1/94
WINDSONG	VA 99-266	9/4/81
WINDSONG	VA 657-452	7/18/94
WINDWARD	VA 235-927	7/21/86
WISTERIA	VA 643-686	7/1/94

Acquired From Daisy Kingdom

DK = Daisy Kingdom

PR = Pat Reed

SI = Springs Industries, Inc.

TITLE	REGISTRATION NO.	DATE OF REGISTRATION	HELD BY
Daisy Kingdom Quilted Happi Coat	VA-50-369	05/12/1980	DK
Daisy Kingdom Europa Jacket	VA-61-328	10/24/1980	DK
Victorian Walking Dress	VA-92-650	08/19/1981	PR
Victorian Wedding Gown	VA-92-651	08/19/1981	PR
213 Designer Wallet	VA-93-054	08/220/1981	DK
Vested Art	VA-113-775	09/29/1982	DK
Daisy Flower Windsock	VA-118-704	02/02/1983	DK
Caterpillar Windsock	VA-119-338	02/10/1983	PR
Toulouse LeGoose	VA-119-339	02/10/1983	PR
Cone Windsock	VA-119-955	02/17/1983	PR
Bearly There	VA-122-058	03/18/1983	DK
Pack About 65, Day Pack	VA-125-251	04/27/1983	DK
The Empress Collection	Vau-163-558	10/13/1989	PR
Stenciled Country Bear Collection	VA-169-941	10/18/1984	PR
Bunnies and Bows Nursery Collection	VA-225-397	05/19/1986	PR
LeCountry Kitchen Collection	VA-226-124	05/30/1986	PR
Lullaby Lambs Collection	VA-227-447	06/12/1986	PR
Lullaby Lamb Pull Toy	VA-247-216	07/22/1986	DK
Children's Collar & Doll Clothes	VA-261-793	04/23/1987	PR
My Beautiful Balloons Nursery Collection	VA-283-035	10/20/1987	PR
Holiday Express Christmas Collection	VA-283-036	10/20/1987	PR
Fruit Basket Collection	VA-352-320	06/20/1989	PR
Farm Fresh Collection	VA-352-321	06/20/1989	PR
Daisy Dairy Collection	VA-352-323	06/20/1989	PR
Circus, Circus	VA-352-359	06/20/1989	DK
Hobby Horse Nursery	VA-370-172	10/13/1989	PR
Daisy Kingdom Halloween no sew appliques	VA-419-513	09/21/1990	PR
Victorian Dream Fabric & Border Prints	VA-419-514	09/21/1990	PR
Victorian Dream no-sew appliques	VA-419-515	09/21/1990	PR
Daisy Kingdom Christmas no sew appliques	VA-419-516	09/21/1990	PR
Daisy Kingdom no sew appliques	VA-419-517	09/21/1990	PR

TITLE	REGISTRATION NO.	DATE OF REGISTRATION	HELD BY
Holiday '90 Fabric Door Panel	VA-419-875	09/21/1990	PR
How to Rubber Stamp on Fabric	VA-421-161	09/21/1990	DK
Daisy Kingdom Floral Hearts	VA-421-893	09/21/1990	PR
Daisy Kingdom Shrink Designs	VA-427-427	09/29/1990	PR
Easter Bunny	VA-484-016	01/06/1992	PR
Christmas no Sew	VA-484-024	01/06/1992	PR
Non-Seasonal No-Sew	VA-484-025	01/06/1992	PR
Rock Along Bear Nursery	VA-484-027	01/06/1992	PR
Iron-on Transfers	VA-485-462	01/06/1992	DK
BAA BAA Nursery Collection	VA-511-399	02/25/1992	PR
Floral Heart Lattice Border	VA-525-281	08/11/1992	PR
Floral Heart Floral Lattice	VA-525-284	08/11/1992	PR
Floral Heart Quilted Heart Panel	VA-525-294	08/11/1992	PR
Quilted Floral Heart	VA-525-295	08/11/1992	PR
Dancing Bears	VA-533-770	08/11/1992	PR
Round 'em Up	VA-533-771	08/11/1992	PR
Victoria O'Hare	VA-533-774	08/11/1992	PR
Beary Scary	VA-542-488	08/12/1992	PR
Peeps and Pins	VA-542-490	08/12/1992	PR
Spiderwebs	VA-542-491	08/12/1992	PR
Rocking Reindeer	VA-542-492	08/12/1992	PR
I am the Treat	VA-542-493	08/12/1992	PR
Pumpkin Pull Toy	VA-542-494	08/12/1992	PR
Summer Favorites	VA-542-495	08/12/1992	PR
My Heart's Delight	VA-542-496	08/12/1992	PR
Broomstick	VA-542-497	08/12/1992	PR
Dear Santa	VA-542-498	08/12/1992	PR
Down the Chimney	VA-542-499	08/12/1992	PR
Christmas Wishes	VA-542-500	08/12/1992	PR
Looks Like Rain, Dear	VA-542-501	08/12/1992	PR
Cutest Costume	VA-542-502	08/12/1992	PR
Little Slugger	VA-542-503	08/12/1992	PR
Geraniums	VA-542-504	08/12/1992	PR
All Wrapped Up	VA-542-505	08/12/1992	PR
Cowboy Dog	Va-542-506	08/12/1992	PR
Ups and Down	VA-542-508	08/12/1992	PR
Hydrangea Sampler	VA-542-507	08/12/1992	PR
Angel Chorus	VA-542-509	08/12/1992	PR
Hawaiian Meow	VA-542-510	08/12/1992	PR
Sweet Pickin's	VA-542-511	08/12/1992	PR
Floral Heart Multi Square Pillow	VA-542-512	08/12/1992	DK

TITLE	REGISTRATION NO.	DATE OF REGISTRATION	HELD BY
ABC Puppy	VA-542-513	08/12/1992	PR
Kitty Wishes	VA-542-515	08/12/1992	PR
Under the Mistletoe	VA-542-516	08/12/1992	PR
Watermelon Border	VA-542-562	01/25/1993	PR
Lilacs & Roses Col Open Geometric	VA-542-563	01/25/1993	PR
Lilacs & Roses Col. Rosebud Double Border	VA-542-564	01/25/1993	PR
Lilacs & Roses Col. Large Border	VA-542-565	01/25/1993	PR
Tossed Watermelon	VA-542-566	01/25/1993	PR
Lilacs & Roses Col. Large Floral	VA-544-478	01/25/1993	PR
Lilacs & Roses Collection, pinafore dbl bdr	VA-544-479	01/25/1993	DK
Watermelon Collection	VA-544-480	01/25/1993	DK
MacGregor O'Hare	VA-544-481	01/25/1993	DK
Lilacs & Roses Collection, small floral	Va-544-483	01/25/1993	DK
Sunflowers	VA-546-382	01/25/1993	PR
Microdots	VA-546-393	01/25/1993	PR
Molly O'Hare	VA-546-395	01/25/1993	PR
Lilacs & Roses Col. Collar Panel	VA-546-396	01/25/1993	
Baseball	VA-546-397	01/25/1993	PR
Lilacs & Roses Col. Leaves & Buds	VA-546-398	01/25/1993	PR
Home on the Range	VA-546-399	01/25/1993	PR
Lilacs & Roses Col. Small Double Border	VA-546-400	01/25/1993	PR
Finders Keepers	VA-546-598	01/25/1993	PR
Golf	VA-546-599	01/25/1993	PR
Easter Airlines	VA-546-600	01/25/1993	PR
Cowboy Dan	VA-546-601	01/25/1993	PR
Tropical Fish	VA-546-606	01/25/1993	PR
Spring	VA-546-607	01/25/1993	PR
Valentine Hugs	VA-546-608	01/25/1993	PR
Bunches of Bunnies	VA-546-609	01/25/1993	PR
Life is Wonder-Full	VA-546-610	01/25/1993	PR
Easter Stitches	VA-546-611	01/25/1993	PR
Cowboy Collection	Va-548-171	03/01/1993	DK
Lilacs and Roses Collection	VA-551-975	01/25/1993	DK
How Does Your Garden Grow	VA-551-978	01/25/1993	DK
Cowboy Gear	VA-551-981	01/25/1993	DK
Watermelon	VA-551-982	01/25/1993	PR
Father Christmas	VA-551-983	01/25/1993	PR
Sport I (Baseball, Golf)	VA-554-327	03/01/1993	DK

TITLE	REGISTRATION NO.	DATE OF REGISTRATION	HELD BY
Tossed Fans Forest	VA-561-190	03/30/1993	PR
Larger Border Forest	VA-561-195	03/30/1993	PR
Small Double Border	VA-561-196	03/30/1993	PR
Country Garden Bouquet	VA-561-197	03/30/1993	DK
Leaves and Buds	VA-561-198	03/30/1993	PR
Victorian Baby Dream	VA-561-199	03/30/1993	DK
Molly O'Hare	VA-561-201	03/30/1993	PR
Large Border	VA-561-202	03/30/1993	DK
Gardening	VA-561-203	03/30/1993	DK
Open Geometric	VA-561-204	03/30/1993	DK
Country Garden Bouquet	VA-561-206	03/30/1993	PR
Large Floral	VA-561-207	03/30/1993	PR
Floral Fans Vine Overall Forest	VA-561-208	03/30/1993	PR
Morning Glory, Vinyl	VA-561-209	03/30/1993	PR
MacGregor O'Hare	VA-561-210	03/30/1993	PR
Confetti, Vinyl	VA-561-211	03/30/1993	PR
Tomatoes	VA-561-212	03/30/1993	PR
Small Rosebud Double Border	VA-561-213	03/30/1993	PR
Sunflowers	VA-561-214	03/30/1993	PR
Apples	VA-561-215	03/30/1993	PR
Floral Fans Gras Forest	VA-561-216	03/30/1993	PR
Cherries	VA-561-217	03/30/1993	PR
Watermelon Collection	VA-561-219	03/30/1993	PR
Country garden Bouquet	VA-561-220	03/30/1993	PR
Small Floral	VA-561-222	03/30/1993	PR
Floral Fans Large Overall Forest	VA-561-223	03/30/1993	PR
Overall Floral	VA-561-508	03/30/1993	PR
Victorian Dream Baby	VA-561-509	03/30/1993	DK
Country Garden Violets	VA-561-510	03/30/1993	PR
Tomatoes	VA-571-891	05/25/1993	DK
Sunflowers	VA-571-892	05/25/1993	DK
Queen Anne's Lace Large Stripe	VA-571-893	05/25/1993	PR
Ghostly Things	VA-571-895	05/25/1993	DK
Little Bear Brave	VA-571-896	05/25/1993	DK
Reason for the Season	VA-571-900	05/25/1993	DK
Bear Tree	VA-571-901	05/25/1993	PR
Cherries	VA-571-903	05/25/1993	DK
Apples	VA-571-904	05/25/1993	DK
Queen Anne's Lace	VA-571-905	05/25/1993	DK
Here Comes Baby Dust Ruffle	VA-571-906	05/25/1993	DK
Queen Anne's Lace	VA-571-907	05/25/1993	DK

TITLE	REGISTRATION NO.	DATE OF REGISTRATION	HELD BY
Queen Anne's Lace	VA-571-908	05/25/1993	DK
Toy Time Multiprint	VA-571-909	05/25/1993	DK
Toy Time Dust Ruffle	VA-571-910	05/25/1993	DK
Here Comes Baby Wall hanging	VA-571-911	05/25/1993	DK
Toy Time Quilt	VA-571-912	05/25/1993	DK
Queen's Lace Small Stripe Yellow	VA-571-913	05/25/1993	PR
Here Comes Baby Bumper	VA-571-914	05/25/1993	DK
Versailles	VA-571-915	05/25/1993	DK
Toy Time Nursery Collection	VA-571-924	05/25/1993	PR
Here Comes Baby multi-print	VA-571-927	05/25/1993	DK
Here Comes Baby Quilt	VA-571-931	05/25/1993	DK
Wheee	VA-571-936	05/25/1993	DK
Toy Time Nursery Collection	VA-571-939	05/25/1993	PR
Morning Glory	VA-571-941	05/25/1993	PR
Poinsettia Santa	VA-571-943	05/25/1993	PR
Starlight	VA-591-076	08/11/1993	PR
Miss Tutty	VA-591-077	08/11/1993	PR
Horace Saurus	VA-591-086	08/11/1993	PR
Buckaroo Christmas	VA-591-088	08/11/1993	PR
Tree Umbrella	VA-591-089	08/11/1993	PR
Baby's First	VA-591-090	08/11/1993	PR
Frontier Santa	VA-591-091	08/11/1993	PR
Sports for all Seasons	VA-591-094	08/11/1993	PR
Gone Fishing	VA-591-095	08/11/1993	PR
Bountiful Harvest	VA-591-099	08/11/1993	PR
Berries, Beads & Bows	VA-591-100	08/11/1993	PR
Heavenly Angels	VA-591-101	08/11/1993	PR
O Give Thanks	VA-591-102	08/11/1993	PR
Joy	VA-591-103	08/11/1993	PR
Autumn Beauty	VA-591-104	08/11/1993	PR
Pumpkin on a Stick	VA-591-105	08/11/1993	PR
The Sun	VA-591-106	06/01/1993	PR
Starry Santa	VA-591-107	08/11/1993	PR
Hug A Snowman	VA-591-108	08/11/1993	PR
Triomphe	VA-591-734	09/27/1993	PR
Provencal	VA-591-735	09/27/1993	PR
Christmas Corral Frontier Santa Border	VA-613-129	12/20/1993	PR
Rosebuds and Lace Forget-Me-Nots Allover	VA-613-130	12/20/1993	PR
Pansies and Pearls	VA-613-131	12/20/1993	PR
Chrysanthemums	VA-613-132	12/20/1993	PR

TITLE	REGISTRATION NO.	DATE OF REGISTRATION	HELD BY
Bed Time Stories	VA-613-134	12/20/1993	PR
Tossed Cowboy gear	VA-613-135	12/20/1993	PR
Rosebuds & Lace	VA-613-136	12/20/1993	PR
Tulip	VA-613-137	12/20/1993	PR
Classic Cars	VA-613-138	12/20/1993	PR
Country cow	VA-613-140	12/20/1993	PR
Floral Seed Packets	VA-613-141	12/20/1993	PR
The Luck of the Irish	VA-613-142	12/20/1993	PR
Merbears	VA-613-143	12/20/1993	PR
Garland Over all	VA-613-146	12/20/1993	PR
Dinosaur Friends	VA-615-244	12/20/1993	PR
Violets Small allover Print	Va-615-245	12/20/1993	PR
Rosebuds and Lace Tossed Roses	VA-615-246	12/20/1993	PR
Paint It	VA-615-274	12/20/1993	PR
Heart Violets	VA-615-275	12/20/1993	PR
Bedtime Stories	VA-615-277	12/20/1993	PR
Valentine Delivery	VA-615-278	12/20/1993	PR
Save the Pandas & Whales	VA-615-279	12/20/1993	PR
Longhorn Plaid	VA-615-281	12/20/1993	PR
Rosebuds & Lace Floral Stripe	VA-615-337	12/20/1993	PR
Red, White & Blue	VA-615-339	12/20/1993	PR
Plaid Border	VA-615-340	12/20/1993	PR
Tea Party Collar panel	VA-615-341	12/20/1993	PR
Violets, Large Border	VA-619-047	12/20/1993	PR
Violets, Small Border	VA-619-048	12/20/1993	PR
Ghost Necklace	VA-661-229	10/04/1994	DK
Dino Mite	VA-661-230	10/04/1994	DK
Cutest Costume	VA-661-231	10/04/1994	DK
I Am the Treat	VA-661-232	10/04/1994	DK
Pumpkin on a Stick	VA-661-233	10/04/1994	DK
Ghost Dance	VA-661-235	10/04/1994	DK
Bat Cat	VA-661-236	10/04/1994	DK
Beary Scary	VA-661-237	10/04/1994	DK
Pumpkin Prize	VA-661-238	10/04/1994	DK
Ghost Cat	VA-661-239	10/04/1994	DK
Boo Boo	VA-661-240	10/04/1994	DK
Bewitched	VA-661-241	10/04/1994	DK
ABC/123	VA-661-242	10/04/1994	DK
Pumpkin Patch Bears	VA-661-243	10/04/1994	DK
Bronco Buddies Quilt	VA-661-244	10/04/1994	DK
ABC/123 bright Quilt	VA-661-245	10/04/1994	DK

TITLE	REGISTRATION NO.	DATE OF REGISTRATION	HELD BY
Ponderosa Plaid	VA-661-246	10/04/1994	DK
In the Garden	VA-661-247	10/04/1994	DK
Bronco Buddies Bumper	VA-661-248	10/04/1994	DK
Rose plaid Large Border	VA-661-249	10/04/1994	DK
Ghostly Things	VA-661-250	10/04/1994	DK
Tartan Stocking	VA-661-251	10/04/1994	DK
In the Garden	VA-661-252	10/04/1994	DK
Cowboy Christmas	VA-661-253	10/04/1994	DK
Bear Tree Stocking	VA-661-254	10/04/1994	DK
Patricia Plaid	VA-661-255	10/04/1994	DK
Bear Tree Skirt	VA-661-256	10/04/1994	DK
Patricia Plaid Large Cardigan Cut-out	VA-661-257	10/04/1994	DK
Santa's Elves	VA-661-258	10/04/1994	DK
Tea Party Border	VA-661-259	10/04/1994	DK
Patricia Plaid Small Cardigan Cut-out	VA-661-260	10/04/1994	DK
Rosebuds & Lace Small Cardigan Cut-out	VA-661-261	10/04/1994	DK
Tartan Tree Skirt	VA-661-262	10/04/1994	DK
Tartan Santa	VA-661-263	10/04/1994	DK
Spider Web	VA-661-264	10/04/1994	DK
Rose Plaid Small Cardigan Cut-Out	VA-661-265	10/04/1994	DK
In the Garden	VA-661-266	10/04/1994	DK
Rosebuds & Lace Large Cardigan Cut-out	VA-661-267	10/04/1994	DK
Rose plaid Large Cardigan Cut-out	VA-661-268	10/04/1994	DK
Bronco Buddies	VA-661-269	10/04/1994	DK
Tartan Floral Cardigan Cut-out	VA-661-270	10/04/1994	DK
Patricia Plaid	VA-661-271	10/04/1994	DK
Rose plaid Small Border	VA-661-272	10/04/1994	DK
ABC/123	VA-661-273	10/04/1994	DK
Somebunny Border	VA-715-568	03/29/1995	DK
Hearts	VA-716-655	03/29/1995	DK
Fruit & Flowers	Va-721-527	01/19/1994	PR
Butterfly Collection	VA-721-526	01/19/1994	PR
Hug Some Bunny	VA-721-529	01/19/1994	PR
Farm Fresh	VA-721-530	01/19/1994	PR
Horace Saurus	VA-721-531	01/19/1994	PR
Bedtime Stories	VA-721-532	01/19/1994	PR
For Goodness Sake	VA-721-534	01/19/1994	PR
Waiting for spring	VA-721-535	01/19/1994	PR
Garden Gifts	VA-721-536	01/19/1994	PR

TITLE	REGISTRATION NO.	DATE OF REGISTRATION	HELD BY
Vegetable Seed Packets	VA-721-537	01/19/1994	PR
Bee Sweet	VA-721-538	01/19/1994	PR
Finders Keepers Yuletide Edition	VA-389-323	01/09/1990	SI
Finders Keepers	VA-390-854	01/09/1990	SI
Finders Keepers House to Home Edition	VA-528-385	10/19/1992	SI
Let it Snow	Va-531-197	10/19/1992	SI
Finders Keepers Volume II	VA-389-322	01/09/1990	SI
Joy to the World	VA-563-765	05/18/1992	SI
Friendship starts in the heart	VA-563-766	05/18/1992	SI
Pure Joy	VA-563-767	05/18/1992	SI
All through the House	VA-579-694	07/23/1993	SI
Housework makes you Homely	VA-579-693	07/23/1993	SI
In Full Bloom	VA-786-615	04/30/1996	SI
Toy Treasures Quilt	VA-860-402	08/07/1997	SI
Patty's Harvest	VA-860-403	08/07/1997	SI
Toy Chest Bumper	VA-888-470	04/13/1998	SI
Daisy Kingdom Blue Jean Teddy	VA-933-874	04/01/1999	SI
Daisy Kingdom (Blue Jean Teddy)	VA-981-782	11/12/1999	SI
Baby Chenille	VA-1-000-306	11/08/2000	SI
Nursery Fabric Collection Red Wagon Express	VA-1-037-346	04/19/2000	SI

Schedule III

Licenses

Springs Industries, Inc.

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
2 GRRRLS, INC.	Licensee	2 GRRRLS, TWO FACES DESIGN	DESIGN OF TWO FACES - 2 GRRRLS	BEDDING - JUVENILE SHEET SETS (PACKAGED TOP SHEET AND FITTED SHEET FOR DOUBLE AND TWIN SIZES; ALL COTTON AND COTTON/POLYESTER BLEND), COORDINATING PILLOWCASES (INDIVIDUAL OR TWO/PACKAGE FOR DOUBLE AND TWIN SIZES; ALL COTTON AND COTTON/POLYESTER BLEND;
AERO PRODUCTS INTERNATIONAL, INC.	Licensee	AERO		COMPLETE BED SETS (FLAT/FITTED COMBINED SHEET, PILLOW CASES AND COMFORTERS
AFROZE	Licensor	FAVORITE THINGS		FLANNEL BEDDING PRODUCTS
ALLEN, ROBERT, GROUP	Licensee		ETCHED LEAVES (ADDED BY 1ST AMEND); ETCHED BOTANICAL (ADDED BY SECOND AMENDMENT);	BEDDING AND BEDDING ACCESSORIES, INCLUDING WALLPAPER BORDERS, LAMP SHADES

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/OTHER	LICENSED PRODUCTS
ALLEYCAT TALES	LICENSEE		PAKI, EVADNIE (ADDED BY 3RD AMEND) SOUTH SEAS (OUR NAME IS "BY THE SEA") (ADDED BY 4TH AMEND)	AND PILLOWS (PILLOWS ON A NON-EXCLUSIVE BASIS); SHOWER CURTAINS (ADDED FOR SOUTH SEAS (BY THE SEA) PATTERN ONLY)
AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	LICENSEE		ALLEY CATS #5840, #5841 PATTERN #76371, #76372 (ADDED BY 1ST AMENDMENT)	OVER THE COUNTER FABRIC
AMETEX FABRICS, INC.	LICENSEE		COPYRIGHTS	THIS IS A LICENSE TO BE ABLE TO PLAY MUSIC THROUGHOUT THE COMPANY
ARMSTRONG, MARK A.; HARPER, JOEL K.	LICENSEE	PATENT INVENTION DISCLOSED IN U.S. PATENT NO. 5,163,197	TEXTURA, ENCARTA AND CHIFFON	BEDDING AND ACCESSORIES
ASHBY, DOROTHY	LICENSEE		TILLMAN T. TURKEY	PRODUCTS SUBJECT TO THE CLAIMS OF THE PATENT
ATLAS	Licensor	FAVORITE THINGS		FABRIC PANEL FOR MAKING DOOR OR WALL HANGING.
BEARD, LINDA LIMITED	Licensee	LINDA BEARD "LB" DESIGN LOGO - WHEN AGREED TO BY BOTH PARTIES THAT LICENSOR'S NAME AND/OR LOGO ARE TO BE USED, IT WILL BE	BAUHAUS, BELMONT, ECLIPSE, FALMOUTH, FLORIBUNDA, FUNKY FLOWER, KENDO, LINDA'S HOUSE, MODUM, POLO, RETRO, SARATOGA, SIRRUS, TEQUILA	FLANNEL BEDDING PRODUCTS SHEETS, PILLOWCASES, COMFORTERS, PILLOWSHAMS, BEDSPREADS, BLANKETS, DUST RUFFLES, DUVET COVERS, DECORATIVE PILLOWS AND BED

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/ OTHER	LICENSED PRODUCTS
BIG IDEA PRODUCTIONS, INC.	LICENSEE	IN THE FORM ATTACHED AS EXHIBIT B TO THE CONTRACT. ("LB DESIGN LOGO") BIG IDEA, BIG IDEA & DESIGN, BIG IDEA'S VEGGETALES, BIG IDEA'S VEGGETALES & DESIGN, VEGGETALES		PILLOWS (BEDDING PRODUCTS); TOWELS, SHOWER CURTAINS, BATH RUGS AND BATH ACCESSORIES (BATH PRODUCTS) WALLPAPER BORDERS, ONE YARD FABRIC CUTS AND THREE YARD FABRIC CUTS. DOUBLE AND ROLL BOLTED FABRIC.
BLASS, BILL, INTERNATIONAL, LLC	LICENSEE	BILL BLASS (INCLUDING THE BILL BLASS SIGNATURE MARK AND THE BB LOGO)		TABLE LINENS, DECORATIVE PILLOWS, SHEETS, PILLOWCASES, TOWELS, BEDSPREADS, COMFORTERS, SHAMS, BED RUFFLES, CURTAINS AND DRAPERIES, SHOWER CURTAINS AND OTHER RELATED BEDROOM AND BATH PRODUCTS. ALSO, TISSUE BOXES, WASTE BASKETS, TUMBLERS AND THE LIKE AS MA
BRANCH, SUSAN	LICENSEE		LANGUAGE OF FLOWERS, CONSISTING OF THE FOLLOWING PATTERNS: MASTER VINE FLORALI, #5661; BEES (POS) #5671; BEES (NEG) #5673; THE LANGUAGE OF FLOWERS,	FABRIC

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
			#5665; CHERRY BLOSSOM, #5669; WHIRLIGIG, #5668; TOSSED PANSY, #5667; PACKED PANSY, #5662; TRELIS, #5666;	
BRENT, PAUL, DESIGNER INCORPORATED	LICENSEE		MAGNOLIAS, OCEAN FROLIC, MORNING LIGHT	WATERBED AND CONVENTIONAL BED SHEETS.
BREWSTER WALLCOVERING COMPANY, INC.	LICENSOR		AMANDA (SUBLICENSED FROM JENNY FAW)	WALLBORDERS
BROADCAST MUSIC, INC.	LICENSEE		MUSIC	MUSIC
BROWN, MARC & LAURIE, INC.	LICENSEE	NAMES OF THE CHARACTERS FROM THE ARTHUR SERIES OF BOOKS	CHARACTERS FROM THE "ARTHUR" CHILDREN'S BOOKS	SHEET SETS, REVERSIBLE PRINT COMFORTERS; PILLOW SHAMS; 16-INCH COORDINATE DECORATED PILLOWS; FASHION WINDOW TOPPERS AND CURTAINS; FLEECE AND NEEDLEPUNCH BLANKETS, SHOWER CURTAINS; RESIN OR CERAMIC 3-d BATH ACCESSORIES; EMBROIDERED BATH/WASH TOWEL SETS; HE
CASE CORPORATION	LICENSEE	CASE, CASE IH, FARMALL, MC- CORMICK DEERING		FABRIC, PILLOWS, WALLPAPER BORDERS, BEDDING ITEMS, PATIO THERMOMETERS, BEACH TOWELS, BANDANAS, FLEECE FABRIC, AFGHANS, TRANSFERS

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
CHILDRESS, RICHARD, RACING ENTERPRISES, INC.	LICENSEE	STYLIZED "3", RCR LOGO DESIGN, LIKENESS OF RCR #3 RACECAR & RCR #3 RACE TRUCK		OF TRACTORS, TRACTOR BUTTONS, TRACTOR STENCIL-TYPE STAMPS TAPESTRY PILLOWS, TRIPLE WOVEN AFGHAN, THROW PILLOWS, WALLPAPER BORDERS, COMFORTERS, PILLOW SHAMS, SHEETS, FABRICS, THERMOMETERS, BEACH TOWEL.
CHRISTMAS CLASSICS, LTD.	Licensor		TWO ADVERTISING IMAGES FOR PACIFIC MILLS, INC. FROM LIFE MAGAZINE DATED 12/20/48 AND 12/12/44.	
CLAIBORNE, LIZ, INC.	LICENSEE	LIZ CLAIBORNE AND ASSOCIATED TRIANGULAR LOGO MARK AND THE TRADEMARK "LIZ AT HOME"	DESIGNS DEVELOPED AND PRE-APPROVED BY LIZ CLAIBORNE, INC.	FABRIC ROLL STOCK, SHEETS, PILLOW CASES, BEDSPREADS, COMFORTERS, COMFORTER CASES, DECORATIVE PILLOWS, PILLOW SHAMS, DUST RUFFLES, DUVET COVERS, NECK ROLLS, TOWEL ENSEMBLES, WASHCLOTHS, SHOWER CURTAINS, TOOTH BRUSH HOLDERS, TISSUE PAPER HOLDERS, SOAP DISH
COCA-COLA COMPANY, THE	Licensee	COCA-COLA, COKE		SHOWER CURTAINS, LOTION/SOAP

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/OTHER	LICENSED PRODUCTS
				DISPENSERS, SOAP DISHES, TUMBLERS, TISSUE HOLDERS, TOOTHBRUSH HOLDERS, WASTE BASKETS, THROW RUGS, TOWELS - BATH, HAND AND WASH (PRINTED, EMBROIDERED, JACQUARD), SHOWER CURTAIN HOOKS
CONE DECORATIVE FABRICS	LICENSEE		PRESTIGE PRINTS - PATTERN #7419, 7420 AND 7421.	OVER-THE-COUNTER FABRIC.
COPYRIGHT CLEARANCE CENTER, INC.	LICENSEE		LICENSE TO REPRODUCE ARTICLES OR CHAPTERS FROM CERTAIN PUBLICATIONS	PUBLISHED MATERIAL
COTTON COUNCIL INTERNATIONAL	LICENSEE	COTTON USA		SHEETS, TOWELS, BEDSPREADS, DUVET COMFORTERS, CURTAINS, SHAMS, PILLOWCASES, SHOWER CURTAINS, BEDRUFFLES AND VALANCES.
CRE8TIVE LICENSE LTD., D/B/A CRANK2	Licensee	SHE'S CHARMED & DANGEROUS	TWO-DIMENSIONAL AND THREE DIMENSIONAL DECORATIONS, DESIGNS AND APPLIQUES THAT ARE APPLIED TO CLOTHING AND ACCESSORIES.	SHEETS, PILLOWCASES, COMFORTERS, BEDSKIRTS, SHAMS, DECORATIVE PILLOWS, VALANCES, CURTAINS, BLANKETS, BED PILLOWS SOLD ONLY THROUGH OR IN MASS AND HOME SPECIALTY STORES, MID-

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/OTHER	LICENSED PROD- UCTS
				TIER DEPARTMENT STORES SUCH AS J.C. PENNY'S, KOHL'S AND SEARS AND UPSCALE DEPARTM
CROWN CRAFTS, INC.	LICENSEE		PLATINUM	FABRIC BATHROOM PRODUCTS - PRINTED RUGS, SHOWER CURTAINS AND PRINTED TOWELS. NON-FABRIC BATHROOM PRODUCTS - SOAPDISHES, TOOTHBRUSH HOLDERS, TISSUE PAPER HOLDERS AND WASTEBASKETS.
CROWN CRAFTS, INC.	Licensee		SYMPHONY	SHEETS, PILLOWCAESS AND OTHER BEDDING AND BEDDING ACCESSORIES (SUCH AS COMFORTERS, BEDSPREADS, COVERLETS, DUVETS, PILLOW SHAMS, DUST RUFFLES, VALANCES, DECORATIVE PILLOWS, CHAIR PADS AND TABLEROUNDS), AS WELL AS BATH RUGS, TOWELS, SHOWER CURTAINS, WASHCLO
C&T PUBLISHING, INC./ FREDDY MORAN	Sub-Licensee		QUILTER'S ONLY PURE COLOR - PATTERN NOS. 8370, 8371, 8372, 8373, 8374, 8375, 8376, 8377, 8378 AND 8379; QUILTER'S ONLY -	100% COTTON FABRIC FOR OVER-THE-COUNTER TRADE

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROB- UCTS
C&T PUBLISHING, INC./ VALORI WELLS	SUB- LICENSEE		FREDDY (COT) COM PATTERN NOS. 9160, 9162, 9164, 9167, 9168, 9169, 9170, 9173, 9188, 9204 (ADDED BY FIRST AMENDMENT)	100% COTTON FABRIC FOR THE OVER-THE- COUNTER TRADE.
C&T PUBLISHING/ VALORI WELLS	Licensee		DESIGNS ADAPTED FROM PHOTOGRAPHS OF VALORI WELLS QUILTERS ONLY - THROUGH THE GARDEN GATE PATTERN #7328, 7329, 7330, 7331, 7332, 7333, 7334 AND 7335. QUILTERS ONLY - THROUGH THE GARDEN GATE II - PATTERN #7803, 7804, 7805, 7806, 7807, 7808, DOWN THE GARDEN PATH	100% COTTON FABRIC FOR THE OVER-THE- COUNTER TRADE
DAN RIVER, INC.	LICENSEE	BED-IN-A-BAG, BEDROOM-IN-A- BAG		BED-IN-A-BAG - SHEET SET (TOP AND BOTTOM SHEETS AND PILLOW CASE(S)), COMFORTER, PILLOW SHAM(S), DUST RUFFLE PACKAGED TOGETHER AS ONE SET BEDROOM-IN-A-BAG - SHEET SET (TOP AND BOTTOM SHEETS AND PILLOW CASE(S)), COMFORTER, PILLOW SHAM(S), DUST

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/OTHER	LICENSED PRODUCTS
DANGEROUSLY, JOHNNY L.	LICENSEE	PATENT NO. 4736478 (WATERBED SHEET)		RUFFLE AND SHEETS
DEERE & COMPANY	LICENSEE	JOHN DEERE & DESIGN OF LEAPING DEER, NOTHING RUNS LIKE A DEERE		ALLOVER FABRIC (4 PATTERNS), PILLOW PANEL FABRIC PACK (2 PATTERNS), CONCEALABLE LAP QUILT, LAP QUILT, STADIUM AFGHAN, REGULAR AFGHAN, PILLOW - THROW, PILLOW - TAPESTRY, WALLPAPER BORDER, TAPESTRY WALLHANGINGS, COMFORTER, SHEETS, SHAMS (SETS), TOWELS AND B
DISNEY CONSUMER PRODUCTS LATIN AMERICA, INC.	LICENSEE	1. MICKEY FOR KIDS, MICKEY UNLIMITED, MICKEY & CO., POOH, TOY STORY 2. TARZAN, BAMBI, SLEEPING BEAUTY, CINDERELLA, SNOW WHITE AND THE SEVEN DWARFS, THE JUNGLE BOOK,	1. MICKEY MOUSE, MINNIE MOUSE, DONALD DUCK, GOOBY AND PLUTO 2. WINNIE THE POOH, CHRISTOPHER ROBIN, PIGLET, RABBIT, EYORE, TIGGER, OWL, KANGA AND ROO 3. CHARACTERS FROM TOY STORY 2; 4. CHARACTERS FROM TARZAN; 5. CHARACTERS FROM 102 DALMATIANS;	SHEETS, PILLOWCASES, WINDOW FASHIONS, BEDSKIRTS, CANOPIES, BODY PILLOWS, PILLOW BRIGHTS, BED PILLOWS, BEDRESTS, BED TENTS, SHOWER CURTAINS, WASTE BASKETS, TISSUE HOLDERS, TUB MATS, PRINT RUGS

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/OTHER	LICENSED PRODUCTS
DISNEY ENTERPRISES, INC.	Licensee	DUMBO, LADY AND THE TRAMP, PINOCCHIO, ALICE IN WONDERLAND, PETER PAN DISNEY, WALT DISNEY	WINNIE THE POOH CHARACTERS, DISNEY STANDARD CHARACTERS (MICKEY MOUSE, MINNIE MOUSE, DONALD DUCK, DAISY DUCK, PLUTO AND GOOBY (NOT SPORT GOOBY), DISNEY'S 102 DALMATIANS	TODDLER SIZE SHEETS, TODDLER SIZE COMFORTERS, PILLOWCASES
DISNEY ENTERPRISES, INC.	Licensee	DISNEY, WALT DISNEY	WINNIE THE POOH CHARACTERS, CLASSIC POOH CHARACTERS, STANDARD CHARACTERS (MICKEY MOUSE, MINNIE MOUSE, DONALD DUCK, DAISY DUCK, PLUTO AND GOOBY, TOY STORY, DISNEY'S 102 DALMATIANS, DISNEY CLASSICS (BAMBI, SLEEPING BEAUTY, SNOW WHITE, JUNGLE BOOK, CINDERELL	OVER THE COUNTER FABRIC, SOLD IN 12-15 YARD BOLTS AND 1-10 YARD PACKAGES IN THE FOLLOWING FABRICATIONS: POLY/COTTON BROADCLOTH, 100% COTTON BROADCLOTH, COTTON DUCK, COTTON TWILL, SHEERS, POLY/FLEECE, COTTON FLANNEL OR POLY/COTTON POPLIN
DISNEY ENTERPRISES, INC. (MASTER AGREEMENT)	LICENSEE	DISNEY'S DINOSAUR	GRAPHIC REPRESENTATIONS OF CHARACTERS FROM DISNEY'S DINOSAUR	SHEETS (POLY/COTTON, COTTON AND/OR KNITTED IN TODDLER, TWIN, FULL, QUEEN, KING AND/OR WATERBED SIZED), PILLOWCASES

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
				(POLY/COTTON, COTTON AND/OR KNITTED) PILLOW SHAMS, COMFORTERS, BEDSPREADS, FUTON COVERS, BEDCAPS, DRAPES, CURTAINS, VALENCES, SCREEN PRINTE
DOLLY, INC.	LICENSOR		BLUE JEAN TEDDY	DIAPER BAGS AND TOTES; VOICE- ACTIVATED NIGHT LIGHT (DOME SHAPE) INFANT GIFT SETS - DIAPER BAG GIFT SET AND NURSERY STORAGE CAN GIFT SET (ADDED BY 1ST AMENDMENT)
ELLMAN, BARBARA	LICENSEE		JAM PRINTS, WINTER WHIMSEY (PATTERN #6240 AND 6254)	OVER-THE-COUNTER FABRIC AND SPECIALTY WOVEN FABRIC FOR MANUFACTURED PRODUCTS.
ELMER, MARNIE BISHOP	LICENSEE		WILD KINGDOM GROUP - PATTERN #5575, 5411, 5574, 5409	OVER-THE-COUNTER FABRIC AND SPECIALTY FABRIC SOLD TO THE HOME FURNISHING, INFANT BEDDING AND ACCESSORY TRADE.
ENESCO CORPORATION (CRAFTS)	LICENSEE	"CHERISHED TEDDIES"	PRISCILLA HILLMAN ARTWORK USING CHERISHED TEDDIES DESIGNS	NO-SEW FABRIC APPLIQUES, CONTINUOUS FABRIC SOLD BY THE YARD OR PANEL, ASSORTED CRAFT KITS,

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/OTHER	LICENSED PRODUCTS
ENESCO CORPORATION (BEDDING)	LICENSEE	CHERISHED TEDDIES MARKS	PRISCILLA HILLMAN ARTWORK USING CHERISHED TEDDIES DESIGNS	IRON-ON TRANSFERS (NON-EXCLUSIVE), DOLL PANELS, DOLL CLOTHES 3,4,5 PIECE PACKAGED BEDDING SETS, BUMPER PADS, CHANGING TABLE COVERS, CHENILLE THROWS, COORDINATED INFANT LAYETTE CLOTHING, COORDINATED PILLOW, CRIB SHEETS, DIAPER STACKER, DUST RUFFLES, HEADBOARDS, HI-CHAIR PADS, HEADBOARDS, (NON-RESIN) LAMP BASE WITH
FARRELL, PAT DESIGN INC.	LICENSEE		BEDDING - AMALFI (AMALFI LIGHT, AMALFI-NAVY, GRAY AND BURGUNDY; VERONA, PORTIA, PORTIA II, MILANO-NAVY & GRAY, ATALYA-NAVY AND GRAY); PALAZZO, AMALFI AND RELATED AMALFI DESIGNS, PALACE JEWEL, VINTAGE ROSIE	BEDDING - SHEETS, PILLOW SHAMS, DEC. PILLOWS, BEDSPREADS, COMFORTERS, DUST RUFFLES, SOFT WINDOW COVERINGS, BRAIDED RUGS, DUVET COVERS, AND SHEETING; BATH - AMALFI - SHOWER CURTAINS, TOWELS, BATH RUGS, BATH ACCESSORIES MADE FROM CERAMICS, PLASTICS, FABRIC
FAW, JENNY DESIGNS, INC.	LICENSEE		JENNY'S GARDEN BORDER #5231, FLORAL #5234, SMALL PLAID #5233, LARGE FLORAL #5232. (1ST	OTC FABRIC; FOR PATTERN #01872, USED ON FABRIC FOR USE IN THE MANUFACTURE OF

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER AMENDMENT)	LICENSED PROD- UCTS
FAW, JENNY, DESIGNS, INC.	LICENSEE		SHELL BEACH, #5870, #5871, #5872; SCRUB UP III, #5499; AUTUMN BREEZE, #5864, #5865, #5866; LAZY SUSAN #5857, #5858, #5859, #5860; MORNING BLOSSOM, #5867, SUMMER BREEZE, FLOWER PATCH, TORTOLLA (BATH), SOCCER, DINOSAURS ADDED BY 4TH AMENDMENT FISHER'S ISLAND (ADDED BY 5TH AMENDMENT), PARAGON (ADDED BY 7TH); AMANDA AND DRAGON FLY (ADDED BY 9TH)	MEDICAL SCRUBS. SHEETS, PILLOWCASES, COMFORTERS, BEDSPREADS, PILLOW SHAMS, DUST RUFFLES, DUVET COVERS, CURTAINS, VALANCES, WALLPAPER BORDERS, TABLE CLOTHS, TOWELS, WASH CLOTHS, BATH MATS, SHOWER CURTAINS, SHOWER CURTAIN HOOKS, CERAMIC AND PLASTIC BATH ACCESSORIES SUCH AS
FIELDCREST CANNON LICENSING, INC. FRASER COLLECTION, THE	Licensee LICENSEE	CANNON	BABIES ARK, PLAYTIME BEARS, PATCHWORK DENIM (ADDED BY ADDENDUM #1) ANTIQUE TOYS (ADDED BY ADDENDUM #2) AMERICANA BEARS (ADDED BY ADDENDUM #4), TOY TREASURE & ANIMAL FRIENDS (ADDED BY ADDENDUM #6) STARRY NIGHT (ADDED BY	BATH RUGS INFANT COMFORTERS, INFANT SHEETS, INFANT BUMPERPADS, INFANT PILLOWS, HOODED BATH TOWELS, CRIB RUFFLE, RECEIVING BLANKET, DIAPER STACKER, CRIB IN A BAG; WINDOW VALENCE, BLANKETS INCLUDING THERMAL, FLEECE AND APPLIQUE

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PRODUCTS
FRASER COLLECTION, THE	LICENSEE		ADDENDUM #7) NURSERY RHYME (ADDER) PLAYTIME BEARS, BABIES ARK, COZY COTTON TWO BY TWO (ADDED BY FIRST AMENDMENT)	MOBILE AND LAMP, BIBS, RATTLES, CAPS PREPRINTED FABRIC SOLD FOR RETAIL CONSUMPTION AND COMPLETION BY RETAIL CUSTOMER (NOT ALLOWED TO SELL DESIGNS TO ANY BEDDING MANUFACTURER WITHOUT PRIOR WRITTEN APPROVAL OF LICENSOR)
FUNIMATION PRODUCTIONS, INC.	LICENSEE	DRAGON BALL Z, MAIN CHARACTER NAMES FROM THE FILM	DEPICTION OF CHARACTERS FROM THE FILM "DRAGON BALL Z"	FLAT AND FITTED SHEETS, PILLOW CASES, COMFORTERS, BED SPREADS, BED SKIRTS, SHAMS, BED PILLOWS AND DECORATIVE PILLOWS, BOTH TO BE SQUARE OR RECTANGULAR IN SHAPE, VALANCES, DRAPERY, BLANKETS, FABRIC BY THE YARD
GEAR HOLDINGS, INC.	Licensee		MEADOW DANCE	SHEETS, PILLOWCASES, COMFORTERS, DUST RUFFLES, PILLOW SHAMS (SOLD TOGETHER AS BED-IN-A-BAG), DUVET COVERS, CURTAINS, VALANCES AND BATH ACCESSORIES, WHICH INCLUDE TOWELS,

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PRODUCTS
GINSEY INDUSTRIES, INC.	SUB-LICENSOR	COLLAGE	ATALYA, INCLUDING 6 DIFFERENT COLORWAYS ATALYA DESIGN (SHOWN ON SECOND AMENDMENT) ADDED FOR PRINTED TUB MATS.	WASHCLOTHS, BATH MATS, TOOTHBRUSH HOLDERS, TUMBLERS, WASTE PAPER BASKETS, SOAP DISHES TOILET SEATS, PRINTED TUB MATS
GORE-EVANS, SANDY	LICENSEE		PEPPERMINT HILL, BROOMHILDA, DO YOU SEE..., NAUGHTY AND NICE, ST. PATCHES, PERE NOEL, WHITE CHRISTMAS, APRON SNOWLADY, CHRISTMAS EVE 1956, GINGERBREAD SANTA BUNNY HOP, BIRTHDAY BUNNY, FRIENDSHIP GARDEN, AIR FORCE ONE, AWAKE THOU THAT SLEEPEST, THE WHOL	CONTINUOUS FABRIC BY THE YARD, FABRIC PANELS SOLD TO FABRIC AND CRAFT RETAIL STORES; INFANT BEDDING PRODUCTS, NAMELY QUILT TOPS, QUILTS, BUMPERS, HEADBOARDS, DUST RUFFLES, CRIB SHEETS (COLLECTIVELY, INFANT BEDDING); INFANT BEDDING ACCESSORIES, NAMELY WALL
HAAS, JUDY	LICENSEE		UNDERWATER FISH PATTERNS (WORKING NAME OF PATTERN) RIVER DREAMS - FISH FRENZY, PATTERN #7680, SEA FANS, PATTERN #7681, BUBBLE, PATTERN #7682, MINI BUBBLES, PATTERN #7683" ADDED BY 1ST AMENDMENT; QUILTERS	FABRIC FOR THE OVER-THE-COUNTER TRADE.

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD-UCTS
HALL, SUSAN JILL	Licensee		<p>ONLY - RIVER DREAMS PATTERNS NO. 8636 ADDED BY 2</p> <p>SNOWMEN SANTAS, NICK OF TIME PATTERN NOS. 6242, 6243, 6244, 6245, 6246; NICK OF TIME PATTERN #7275 ADDED BY 1ST AMENDMENT; KRINGLE CHRISTMAS, PATTERN NO. 7931, 7932, 7933 ADDED BY 2ND AMENDMENT; NICK OF TIME, PATTERN NO. 01890; KRINGLE CHRISTMAS, PATTEN</p>	FABRIC
HASBRO, INC.	LICENSEE	MR. POTATO HEAD	<p>LIKENESS OF MR. POTATO HEAD AND COPYRIGHTS AND TRADEMARKS THEREON</p>	<p>FLAT AND FITTED SHEETS, PILLOW CASES, SHAMS, DUST RUFFLES, VALANCES, DRAPES, COMFORTERS, DECORATIVE PILLOWS, BED PILLOWS, BACK RESTS.</p>
HEIMBINDER, MARCIA	LICENSEE		<p>MARINER'S BAY, APRIL AND SOUTHERN EXPOSURE, WINDY HILL, ALLEY ROSE, OCEAN CLUB, PAINTER'S PLAID, TIMES SQUARE</p>	<p>SHOWER CURTAINS, TUB MAT, BATHROOM ACCESSORIES, TOWELS, RUGS, HAMPERBAGS, WINDOW CURTAINS, WALLBORDERS, TOILET SEATS AND ANY OTHER BATH PRODUCTS MUTUALLY AGREED UPON. SHOWER CURTAIN, PRINT TOWEL, PRINT RUG (WINDY HILL</p>

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PRODUCTS
HRKMAN, DONNA, D/B/A BLUE RIBBON STENCILS	LICENSEE		MORNING GLORY GROUP - MORNING GLORY BORDER #3971, Col #01, MORNING GLORY PLAID #3970, COL #01, MORNING GLORY DOLL DRESS PANEL, #4051, COL #01. Folk Art Stars & Stripes Group: - Patriotic Pinwheel Pattern No. 4059, Col #01 Stars & Eagles Patter	AND ALLEY ROSE), CERAMICS - WINDY HIL CONTINUOUS FABRIC BY THE YARD OR PANEL, IRON-ON TRANSFERS.
IMPERIAL WALLCOVERINGS, INC.	LICENSOR	SPRINGMAID, PERFORMANCE	BUCKINGHAM, SECRET GARDEN, AMERICA'S GARDEN, OAKDALE, PERENNIAL, DAISY MEADOW, REEF, ROSEWOOD, NANTUCKETT, GEO, CHEYENNE, SANDSTONE, HARPER, POWER RANGERS 3, MAESTRO-GREEN, BRITTANY, CAMELOT, COLLINGWOOD, KELSEY.	WALLPAPER AND WALLPAPER BORDERS
INGLEMAN, JULIE DESIGNS	Licensee		SUMMER WHITES PATTERN #8702 PATTERN #9175 AND #8983 ADDED BY 1ST AMENDMENT	OVER THE COUNTER FABRIC
INTERINTEK ACQUISITION CORP.	LICENSOR		LICENSED PATENTS - #4,921,756 FIRE RESISTANT BALANCED FINE CORESPUN; #5,091,243 FIRE BARRIER FABRICS;	

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
INTERART HOLDING CORPORATION AND SUSAN WHEELER	Licensee	HOLLY POND HILL	#4,996,099 FIRE RESISTANT FABRIC; #4,0994,317 FLAME DURABLE FIRE BARRIER FABRIC HOLLY POND HILL DESIGNS	GROUP I, BUMPER PADS, CRIB QUILTS, CRIB SHEETS, CRIB DUST RUFFLES, DIAPER STACKERS, INFANT LAMPS, INFANT MOBILES, INFANT WALL DECOR, INFANT BLANKETS AND RECEIVING BLANKETS; GROUP II - INFANT BOOK ENDS, INFANT LIGHT SWITCH COVERS, INFANT NIGHT LIGHTS, INFA
IT'S MY WORLD, INC.	LICENSEE	ROLLER HOCKEY INTERNATIONAL, NAMES OF MEMBER TEAMS		SHEET SETS, PILLOW CASES, COMFORTERS, BED SPREADS, PILLOW SHAMS, DRAPERIES, BLANKETS, PILLOWS, CHILDREN'S BED TENTS, PAPER WALL COVERINGS (INCLUDING BORDERS). ENSEMBLES WHICH SHALL INCLUDE SHOWER CURTAINS, BATH RUGS AND BATH ACCESSORIES, FABRIC BY THE SOAP DISPENSERS.
I.W. INDUSTRIES, INC.	LICENSEE		U.S. PATENT NUMBER DES 385,138 - SOAP DISPENSER	

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PRODUCTS
J.G. MOTORSPORTS, INC.	LICENSEE	DUPONT AUTOMOTIVE FINISHES, HENDRICK MOTORSPORTS, #24, DUPONT REFINISHING RACING, JEFF GORDON	LIKENESS OF #24, HENDRICK MOTORSPORTS, WINSTON CUP CAR, INCLUDING DUPONT TRADEMARK, NAME & LOG, DUPONT AUTOMOTIVE REFINISHES, NAME AND LOGO, JEFF GORDON NAME, LIKENESS AND SIGNATURE	BOLTS OF FABRIC (NOT TO BE SOLD TO WHOLESAL DISTRIBUTORS) TAPESTRY PILLOW, COTTON THROW PILLOW, TRIPLE WOVEN AFGHANS, FABRIC PACKS, WALLPAPER BORDER, COMFORTERS, PILLOW SHAM, THERMOMETER, BANDANNA, PICNIC BASKET, GROSGRAIN RIBBON, KOOL-HEADS, LAP QUILTS.
KAUFMAN, P., INC.	Licensee		POPPY FIELD, CAMARIN	BED-IN-A-BAG ENSEMBLES, COORDINATING DECORATIVE PILLOWS AND COORDINATING DRAPERIES
KAUFMAN, P., INC.	Licensee		BUBBLE BATH, SWEET DREAMS AND HAPPY DAYS SOLD AS BED-IN-A-BAG UNDER THE NAME "SWEET DREAMS"	FABRIC TO BE USED IN THE MANUFACTURE OF HOME FURNISHINGS
KEECO	Licensor	FAVORITE THINGS		HAND-PIECED COMFORTERS, HAND-PIECED QUILTS, PILLOW SHAMS, DECORATIVE PILLOWS
KIMBLE HOUSE, INC.	Licensee		COASTAL BREEZE	SHOWER CURTAINS AND HOOKS, DECORATIVE

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PRODUCTS
KITCHEN, ROBERT W., D/B/A R.W. KITCHEN DESIGN STUDIO	LICENSEE		BED OF LEAVES, CORINTHIAN	BATH ACCESSORIES, BATH RUGS, BATH TOWELS RIGHT OF FIRST REFUSAL ON SHEETS, PIECED COMFORTERS, PRINTED, WOVEN COMFORTERS AND COVERS, PILLOW CASES, COORDINATED WINDOW TREATMENTS.
LAMBS & IVY, INC.	LICENSOR	FAVORITE THINGS	COUNTRY NOAH, ROCK ALONG BEAR, ONCE UPON A TIME, TISKET A TASKET (PAST & PRESENTS); MARCIA'S PONY (PAST & PRESENTS); PUPPET THEATER (PAST & PRESENTS); SECOND AMENDMENT ADDED: TISKET-A-TASKET, PUPPET	TEXTILE BEDDING PRODUCTS AND RELATED PRODUCTS, INCLUDING BUT NOT LIMITED TO SHEETS, PILLOWCASES, COMFORTERS, DUST RUFFLES, BEDSPREADS, DRAPERIES AND DECORATIVE PILLOWS; TEXTILE, VINYL AND CERAMIC BATH PRODUCTS AND RELATED ACCESSORIES, INCLUDING BUT NOT LIMITED TO COORDINATED INFANT BEDDING INCLUDING: COMFORTER, HEADBOARD BUMPER, FITTED CRIB SHEET, CRIB DUST RUFFLE, DIAPER STACKER, WINDOW VALANCE, LAMP BASE & LAMP SHADE, MOBILE, WALL HANGING,

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
LINN-GREGORY, TERESA	LICENSEE		THEATER, AMERICANA, PONY RIDE, LITTLE BUCKAROO,	PRINTED WALL APPER AND BORDER, QUILTED BLANKET, ADULT ROCKING CHAIR PAD, FLANNEL BEDDING PRODUCTS
LIONEL LLC	Licensee	LIONEL WORDMARK AND LIONEL LOGO	SWEET COUNTRY, WING HAVEN - PATTERN #5955, 5956, 5957, 5958, 5970	OVER-THE-COUNTER AND SPECIALTY FABRIC SOLD TO THE HOME FURNISHING, INFANT BEDDING AND ACCESSORY TRADE. BOLT FABRIC
L.S.C., LLC	Licensee	EILEEN WEST, CLASSICS BY EILEEN WEST, EWSF, AND STYLIZED LOGOS FOR THOSE MARKS	DESIGNS OF LICENSOR	SHEETS, PILLOWCASES, COMFORTERS, BEDSPREADS, DUST RUFLES, PILLOW SHAMS, DECORATIVE PILLOWS, TOWELS, WASH CLOTHS, BATH MATS, BATH RUGS, SHOWER CURTAINS, CERAMIC AND/OR PLATIC BATHROOM SOAP DISHES, TOOTHBRUSH HOLDERS, SOAP/LOTION DISPENSERS, TUMBLERS AND WA FABRIC
MCMULLIN, CAROLEE	LICENSEE		MERRY CHRISMOOSE COLLECTION - PATTERN NO. 6201, 6199 AND 6917; PATTERN #7067 ADDED BY FIRST AMENDMENT;	

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
MENDERES MIDDLETON, MARGARET, DESIGNS, INC.	Licensor LICENSEE	FAVORITE THINGS	MERRY CHRISMOOSE APPLIQUE - PATTERN #7260 ADDED BY SECOND SAMENDMENT. TOY BOX	INFANT BEDDING, INCLUDING BUT NOT LIMITED TO CRIB SHEETS, COMFORTERS, BUMPER PADS, NURSERY PILLOWS, DIAPER STACKERS, CRIB BLANKETS, MOBILES, LAMP(S) (NON-EXCLUSIVE) AND WALL DÉCOR (NON- EXCLUSIVE).
MILLER, NICOLE MONTGOMERY, KAREN LEE	LICENSEE LICENSEE	NICOLE MILLER	DESIGNS OF LICENSOR SIENNA, KEYSTONE, MARDI GRAS, PINWHEEL TO BE USED ONLY ON SHOWER CURTAINS, JACQUARD TOWELS, PRINT RUG, CERAMIC BATH ACCESSORIES.	SHEETS, PILLOWCASES, COMFORTERS, BEDSPREADS, PILLOW SHAMS, DUST RUFFLES, DUVET COVERS, CURTAINS, VALANCES, WALLPAPERBORDERS, TABLE CLOTHS, TOWELS, WASH CLOTHS, BATH MATS, SHOWER CURTAINS, SHOWER CURTAIN HOOKS, CERAMIC AND PLASTIC BATH ACCESSORIES SUCH AS
NABISCO BRANDS COMPANY	Licensee	OREO AND OREO WAFER DESIGN		PILOWCASES, FLAT SHEETS, FITTED SHEETS,

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
NATIONAL 4-H COUNCIL, THE	LICENSEE	4-H NAME, LOGO AND EMBLEM		SHEET SETS, COMFORTERS, BEDSPREADS, DUVETS, SHAMS, DUST RUFFLES, BED SKIRTS, BODY PILLOWS, SPECIFICALLY EXCLUDING TOSS PILLOWS; EURO SQUARE PILLOW, TRAVEL PILLOW, NOVELTY SHAPE PILLOWS, JUMBO PILLOWS, FABRIC WALL BO
NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, INC. (NASCAR)	LICENSEE	NASCAR & DESIGN, REG. #1,850,527; NASCAR, REG. NO. 1908112		FABRIC DESIGNS (BOLTED AND ROLLED ON TUBES), AFGHAN, COMFORTERS, SHEETS, PILLOW SHAMS, COTTON THROW PILLOWS, THERMOMETER, WALLPAPER BORDERS, WINDOW TREATMENTS (DRAPES AND VALANCES), BEACH TOWELS.
				46X67" AFGHANS, POLY- COTTON BLEND PILLOW SHAMS, POLY-COTTON BLEND COMFORTERS, POLY-COTTON BLEND SHEETS, COTTON THROW PILLOWS, PREPASTED FIVE YARD SPOOL WALLPAPER BORDER, 12" PLASTIC

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
NATIONAL COUNCIL OF STATE GARDEN CLUBS, INC.	LICENSEE	NATIONAL COUNCIL OF STATE GARDEN CLUBS, INC., PICTURE OF THE MEDALLION	AMERICA'S GARDEN (THIS DESIGN IS NOT REALLY PART OF THE LICENSE BUT OVER THE YEARS HAS BECOME THE LICENSED PROPERTY INSTEAD OF THE MEDALLION	INDOOR/OUTDOOR THERMOMETERS, COTTON BANDANAS, 15 YARD BOLTS OF FABRIC AND SHEETS, PILLOWCASES, SHAMS, BEDSPREADS, COMFORTERS, DRAPERIES, DUST RUFFLES, TABLE LINENS, BLANKETS AND SHOWER CURTAINS, WALLPAPER, CASE GOODS, TISSUE BOXES, WASTE BASKETS, CHINA
NBA PROPERTIES, INC.	LICENSEE	NBA AND RELATED TRADEMARKS		FLAT AND FITTED SHEETS, COMFORTERS, BEDSPREADS, SHAMS, PILLOWCASES, WINDOW TREATMENTS, DRAPERIES AND CURTAINS, FUTON COVERS, FUTON IN A BAG SETS, BEDCAP PRODUCTS
NICOL, J.S., INC.	Licensee		FLY FISH, WOLF	BEDDING ITEMS MARKETED AND DISTRIBUTED UNDER THE TRADEMARK "BED IN A BAG", SHOWER CURTAINS
NINTENDO OF AMERICA INC.	LICENSEE	NINTENDO, POKEMON	CHARACTERS AND ARTWORK ASSOCIATED WITH VIDEO GAME/STORY	SHEETS SETS, COMFORTERS, ACCESSORIES; SHAMS,

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/OTHER	LICENSED PRODUCTS
			"POKEMON"	BEDSKIRT, BLANKETS, DRAPES, VALANCE, PILLOW (16") AND FABRIC (3 YARDS)
NORTH AMERICAN BEAR COMPANY	LICENSEE		LICENSOR TO ALLOW SPRINGS TO USE THE IMAGE OF ONE OF ITS TEDDY BEARS ON THE PACKAGING FOR ITS INFANT BEDDING PRODUCTS WHICH WILL BE SOLD UNDER THE SPRINGMAID BRAND.	INFANT BEDDING PRODUCTS WHICH WILL BE SOLD UNDER THE SPRINGMAID BRAND.
PAST & PRESENTS COMPANY	LICENSEE		VARIOUS DESIGNS OF LICENSOR, COUNTRY NOAH	NO-SEW FABRIC APPLIQUES, IRON-ON TRANSFERS, CONTINUOUS FABRIC (SOLD BY THE YARD), ASSORTED CRAFT KITS (BUT SPECIFICALLY EXCLUDING NEEDLEWORK AND CROSS-STITCH KITS), RUBBER STAMPS, COORDINATED INFANT BEDDING ENSEMBLE TO INCLUDE QUILTS AND BLANKETS, DUST RU
PFALTZGRAFF, CO., THE	LICENSEE	NATUREWOOD, RIO, CLOVER HILL	NATUREWOOD, RIO, CLOVER HILL	TEXTILE BEDDING PRODUCTS AND RELATED PRODUCTS, INCLUDING BUT NOT LIMITED TO SHEETS, PILLOWCASES, COMFORTERS, DUST

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/ OTHER	LICENSED PRODUCTS
PRODUCTIONS RANGER (1988) INC.	LICENSOR		BABY'S ARK, AMERICANA BEAR, PLAYTIME BEAR, BLUE JEAN TEDDY BEAR (COORDINATED PROPERTY)	RUFFLES, PILLOWSHAMS, BEDSPREADS, DUVET COVERS, DECORATIVE PILLOWS, LAMP SHADES, FABRIC WINDOW VALANCES, DRAPERIES AS WELL AS TEXTILE, VINYL
RADIO FLYER INC.	LICENSEE	RADIO FLYER TRADEMARK AND RELATED TRADE DRESS AND LOGO DESIGN	MERCHANDISING CONCEPTS KNOWN AS SIMPLY BABY AND NATURAL BASICS ("OTHER PROPERTY")	SHEETS, BLANKETS, COMFORTERS, BUMPER PADS, DIAPER STACKERS, CRIB RUFFLES ("BEDDING PRODUCTS"), ONE-PIECE UNDERWEAR, SHIRTS, GOWNS, TOWELS WASHCLOTHS ("KNITWEAR PRODUCTS")
RAGUSE, MAGGIE	LICENSEE		GOLDEN ANGEL COLLECTION; TRANSFER TREASURES KIT, GILDED TREASURES, BRITES, KEEPSAKE COVER KIT	BOLTED FABRICS (15 YARD BOLTS)
RICHLOOM FABRICS GROUP, INC.	LICENSEE		GEO, MANHATTAN	CONTINUOUS FABRICS BY THE YARD, PANEL OR BOLT
RICHLOOM FABRICS GROUP, INC.	LICENSEE		CHARLESTON (AMBROSIA, CLAUDIA AND CARTER - NAMES OF LICENSOR. WE WILL BE SELLING THESE	WATERBED AND LINEN INDUSTRY. TEXTILE BEDDING PRODUCTS AND RELATED PRODUCTS, INCLUDING BUT NOT

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/OTHER	LICENSED PRODUCTS
RIVIERA/VAN BEERS	LICENSEE		COORDINATING PATTERNS UNDER THE NAME CHARLESTON - IT'S A BED-IN-A-BAG ENSEMBLE)	LIMITED TO SHEETS, PILLOWCASES, COMFORTERS, PILLOW SHAMS, DUST RUFFLES, CURTAINS, VALANCES.
RIVIERA/VAN BEERS	LICENSEE		FAVORITE PLAID, GARDEN SCROLL, DAISY BOUQUET, TRELIS, SUN PORCH, SPRING SPA, FRESH VIOLETS, POPPY MEADOW, PRETTY PATCHWORK, MORNING BLOSSOM, PAINTED SCROLL, AMERICAN ROSE, SPRINGTIME, PALAZZO, DAISY, BOUQUET, BLOSSOMS (ADDED BY 1ST AMENDMENT); WHIMSICAL	BEDDING AND BEDDING COORDINATED, SHOWER CURTAINS, TOWELS, BATH RUGS, WALLPAPER & WALLPAPER BORDERS, TOILET SEATS, BATH ACCESSORIES; SUCTION TUB BATH MATS (ADDED BY SECOND AMENDMENT)
RIVIERA/VAN BEERS	Licensee		FAVORITE THINGS PATTERN NOS. 7827 7828, 7829, 7830, 7831, 7832, 7766, 7770, 7771	FABRIC
ROCKWELL, THE NORMAN ROCKWELL ESTATE LICENSING COMPANY	Licensee	NORMAN ROCKWELL, ROCKWELL, NORMAN ROCKWELL'S AUTHENTIC AMERICA, AUTHENTIC AMERICA, LIFE AS I WOULD LIKE IT TO BE, FOR LIFE AS YOU WOULD LIKE IT TO BE,	ARTWORK OWNED BY NORMAN ROCKWELL ESTATE LICENSING COMPANY	(1) WOVEN SHEETS, WOVEN COMFORTERS, WOVEN PILLOW CASES, WOVEN PILLOW SHAMS, WOVEN BED SKIRTS AND BED-IN-A-BAG (NONE OF WHICH SHALL INCLUDE FLANNEL OR KNITTED PRODUCTS) COORDINATED BATH, HAND AND WASH TOWELS AND SPECIALTY FABRICS UNDER \$5.00 (2)

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PRODUCTS
SAYDAH, CECIL COMPANY	Licensor	BACK HOME, PORTRAITS, DOODLES, UNSIGNED, BACK TO SIMPLER TIMES.		QUILTS, B
SCHUMACHER & CO., F.	Licensee	WAVERLY GARDEN ROOM	NATASHA, FREDRIK, NICHOLAS PLAID, GARDEN LANE, PRETTY PETALS, PERFECTION, LIMERICK, ROSEBERRY, PRESCOTT, HIGHGROVE, SWEET VIOLETS, VALLEY PLAID, VIEWPOINT, PERFECTION, NORFOLK ROSE, GENERAL STORE, COUNTRY FAIR, PLEASANT VALLEY, MCHECK, SAVOY, PERFECTION	KITCHEN TOWELS, OVEN MITTS, POTHOLDERS, DISH CLOTHS, TIE-TOWELS, KITCHEN RUGS
SCHURMAN FINE PAPERS	SUB-LICENSEE		MINI PRINTS PATTERN #7010 MINI PRINTS ADDED BY 1ST AMENDMENT, SNUGGLE FLANNEL, PATTERN NOS. 8239, 8240, 8246 AND 8247, ADDED BY 2ND AMENDMENT	PILLOW CASES, PILLOW SHAMS, SHEETS, COMFORTERS, BED SKIRTS AND RUFFLES, CURTAIN VALANCES *, DECORATIVE PILLOWS*, 36" SQUARE TABLE TOPPERS*. * TO COORDINATE BY PATTERN TO BEDDING ENSEMBLES.
SIMPLICITY PATTERN CO., INC.	LICENSOR		SIMPLICITY PATTERN NUMBERS 7281, 7303, 7304, 7305, 7348, 7349, 7358, 7276,	OVER-THE-COUNTER FABRIC
				PAPER SEWING PATTERNS, INSTRUCTION LEAFLETS

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/OTHER	LICENSED PROD- UCTS
SHADY CHARACTER LTD. AND AMERICAN GENIUS & CO., INC.	LICENSEE	NICK & NORA	7477, 7481, 7545, 7550, 7551, 7605, 7607, 7674, 7718, 7744, 7768, 7787, 7789, 7856, 7860, 7867, 7891, 7931, 7974, 7997, 7999, 8025, 8079, 8080, 8082 DESIGNS OF LICENSOR - CLOUD 9, WINTER WONDERLAND, SUNNY SIDE UP, BEST WEST.	SHEETS, PILLOWCASES, COMFORTERS, BEDSPREADS, PILLOWSHAMS, DUST RUFFLES, DUVET COVERS, CURTAINS, VALANCES. MAY CONTINUE TO MARKET 3- D "CLOUD NINE" SHOWER CURTAIN WHICH WE ALREADY HAVE IN PRODUCTION (RE: AMENDMENT TO LICENSE 4/15/199.) BED PILLOWS, BODY
SHADY CHARACTER UNLIMITED, LTD. AND AMERICAN GENIUS AND CO., INC.	Licensee	N&N STUDIO		100% COTTON PERCALE AND PERCALE BLENDS OF SHEETS, PILLOW CASES, COMFORTERS, PILLOW SHAMS, DUST RUFFLES, DUVET COVERS.
SHELLY ADVENTURES	LICENSEE		FLUTTERS, FLOWER POWER	TEXTILE, VINYL AND CERAMIC BATH PRODUCTS AND RELATED ACCESSORIES, INCLUDING BUT NOT LIMITED TO SHOWER CURTAINS, RUGS, TOWELS, WASHCLOTHS,

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
SIMON & SCHUSTER, INC.	LICENSEE	RAGGEDY ANN AND RAGGEDY ANDY	RAGGEDY ANN & ANDY AND ANY OTHER CHARACTERS PREVIOUSLY CREATED OR WHILE THIS AGREEMENT REMAINS IN EFFECT CREATED FOR USE IN CONNECTION WITH SAID CHARACTERS	TOOTHBRUSH HOLDERS, WASTEPAPER BASKETS, SOAP DISHES, SOAP DISPENSERS. CUT AND SEW FABRIC DOLL CLOTHES PANELS, CUT AND SEW FABRIC DOLL PANELS, HAIR CRAFT KIT, IRON-ON TRANSFERS, FABRIC DOOR HANGING PENELS, FABRIC DOLL CLOTHES, FABRIC FOR HOME DECORATIVE COLLECTION, FABRIC FOR INFANT BEDDING AND NURSERY ACCESSORIES COLLECTION
SNUGABYE, INC.	LICENSEE	CONVERT-A-FOOT	PATENT FOR CHILD'S CLOTHING WITH THE ELASTIC BAND ON THE PANTS WHICH CONVERTS OVER THE FOOT TO COVER THE FOOT	ALL NEWBORN, INFANT AND TODDLER PLAYWEAR, LAYETTEWEAR, SLEEPWEAR AND UNDERWEAR, EXCEPT BLANKET SLEEPERS
SUPIMA ASSOCIATION OF AMERICA TH.INC!	Licensee Licensee	SUPIMA	KISS ME, DRAGON CHI	100% SUPIMA SHEETS TEXTILE BEDDING PRODUCTS, INCLUDING BUT NOT LIMITED TO SHEETS, PILLOWCASES, COMFORTERS, BEDSPREADS, DUST RUFFLES, PILLOW

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
TOWN & COUNTRY LIVING TRANSPRINT, USA	Licensor Licensee	FAVORITE THINGS	PELHAM, CANOPY, PAVILLION, FOOTNOTES AND SCOTTSDALE	SHAMS, DECORATIVE PILLOWS, TABLECLOTHS, CURTAINS AND FABRIC VALANCES. VINYL PLACEMATS AND VINYL TABLECLOTHS BEDDING AND BATH PRODUCTS, INCLUDING BUT NOT LIMITED TO SHEETS, PILLOWCASES, COMFORTERS, DUST RUFFLES, PILLOW SHAMS, DRAPERIES, VALANCES, TOWELS, SHOWER CURTAINS, BATH RUGS, CERAMIC AND PLASTIC BATH ACCESSORIES.
UNIVERSAL STUDIOS LICENSING, INC.	Licensee	JURASSIC PARK III	IMAGES AND CHARACTERS FROM THE MOTION PICTURE JURASSIC PARK III	SHEETS, PILLOWCASES, COMFORTERS, SHAMS, VALANCES, DRAPERIES, DECORATIVE PILLOWS, FIGURAL PILLOWS, BED PILLOWS, BODY PILLOWS, FABRIC (BY THE YARD) FABRIC PACKS AND CRAFT KITS FOR SEWING PROJECTS.
UNIVERSAL STUDIOS LICENSING, INC.	Licensee		IMAGES FROM THE MOVIE "DR. SEUSS' HOW THE GRINCH STOLE CHRISTMAS;	PRINTED FABRIC SOLD IN BULK
UNIVERSAL STUDIOS LICENSING, INC.	Licensee		DESIGNS FROM THE MOVIE JOSIE AND THE PUSSYCATS	PRINTED FABRIC

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/PATTERN/OTHER	LICENSED PRODUCTS
WAITES, RAYMOND DESIGN, INC.	Licensee		DESIGNS OF LICENSOR	BEDDING AND RELATED PRODUCTS, INCLUDING BUT NOT LIMITED TO, SHEETS, PILLOW CASES, COMFORTERS, BED SKIRTS, PILLOW SHAMS, BLANKETS, TROWS, MATLASSE COVERLETS, DUVET COVERS, FABRIC WINDOW TREATMENTS, DECORATIVE PILLOWS, LAMP SHADES AND WALLBORDERS; AND BATH
WARNER BROS. CONSUMER PRODUCTS	Licensee	SCOOBY-DOO	REPRESENTATIONS OF CHARACTERS FROM TELEVISION SERIES "SCOOBY-DOO", INCLUDING FRED JONES, DAPHNE BLAKE, VELMA DINKLY, SHAGGY ROGERS, MYSTERY MACHINE	OVER-THE-COUNTER FABRICS (FABRICATIONS TO INCLUDE COTTON, FLEECE, FLANNEL)
WARNER BROS., DIVISION OF TIME WARNER ENTERTAINMENT	LICENSEE	THE WIZARD OF OZ	CERTAIN ELEMENTS/CHARACTERS FROM THE MOTION PICTURE THE WIZARD OF OZ.	BEDDING, SHEETS, PILLOWCASES, COMFORTERS, BED SKIRTS, SHAMS, CANOPIES, WINDOW TREATMENTS (PERCALE OR BETTER QUALITY), DECORATIVE PRINTED PILLOWS (ONE COORDINATING DESIGN PER BEDDING COLLECTION); BATH ACCESSORIES;

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PRODUCTS
WARNER BROS., DIVISION OF TIME WARNER ENTERTAINMENT	Licensee	HARRY POTTER AND THE SORCERER'S STONE, HARRY POTTER AND THE CHAMBER OF SECRETS	IMAGES TAKEN FROM THE MOTION PICTURE BASED ON THE BOOKS HARRY POTTER AND THE SORCERER'S STONE AND THE CHAMBER OF SECRETS	TUMBLERS, WASTEPAPER BASKETS, SOAP DISHES, SHEETS, PILLOWCASES, COMFORTERS, BED SKIRTS, SHAMS, CANOPIES, WINDOW TREATMENTS (MUSLIN AND/OR PERCALE), DECORATIVE PRINTED PILLOWS (ONE COORDINATING DESIGN PER BEDDING COLLECTION); THROWS (ONE COORDINATING DESIGN PER BEDDING COLLECTION); FABRICATION: VEL
WEITZNER, LORI, D/B/A LORI WEITZNER DESIGN	Licensee		DESIGNS OF LICENSOR	BEDDING PRODUCTS, INCLUDING BUT NOT LIMITED TO SHEETS, PILLOWCASES, COMFORTERS, BEDSPREADS, DUST RUFFLES, PILLOW SHAMS, DECORATIVE PILLOWS, TABLECLOTHS, CURTAINS AND FABRIC VALANCES; BATH PRODUCTS, INCLUDING BUT NOT LIMITED TO TOWELS, WASH CLOTHS, BATH MA
WELLS, VALORI	Licensee		HARMONIES - #8360, 8361, 8362, 8363, 8364, 8365, 8366	100% COTON FABRIC FOR OVER-THE-COUNTER

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
WHAT'S NEW, LTD.	Licensee		AND 8367. "WHAT'S NEW SANTA", PATTERN 7980, 7982, 7983, 7984 - ADDED BY 1ST AMENDMENT "WOODLAND WINTER" PATTERN No. 7947, ADDED BY 2ND AMENDMENT; QUILT GALLERY, PATTERN NOS. 8368 AND 8369, ADDED BY 3RD AMENDMENT; "PICNIC TIME" PATTERN NO. 8494, 8491 AND 8492 ADDED	TRADE OVER THE COUNTER FABRIC FOR THE HOME SEWING MARKET AND FABRIC SOLD TO MANUFACTURERS.
WINGET, SUSAN	LICENSEE		DESIGNS OF LICENSOR PATCHWORK TEDDY (ADDED BY 1ST AMENDMENT)	COMFORTERS, BUMPER PADS, SHEETS, RECEIVING BLANKETS, BLANKETS, CRIB RUFFLES, DIAPER STAKCERS, NURSERY LAMPS, MOBILES, WALL HANGINGS, TOYS.
VIKING SEWING MACHINES, INC.	LICENSOR	DAISY KINGDOM	DAISY KINGDOM DESIGNS - TO BE ADDED TO AGREEMENT BY AMENDMENT AS ACCEPTED	HUSQVARNA EMBROIDERY CARDS/SIDKS WHICH ARE COMPATIBLE WITH HUSQVARNA VIKING SEWING AND EMBROIDERY MACHINES AND CAN BE CONVERTED WITH THE APPROPRIATE HUSQVARNA VIKING CONVERSION SOFTWARE THEREBY MAKING THE PRODUCTS COMPATIBLE

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATTERN/ OTHER	LICENSED PROD- UCTS
				WITH OTHER BRANDED EMBROIDERY

Springs Licensing Group, Inc.

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN
AM INDUSTRIES, INC.	LICENSOR	WAMSUTTA AND SPRINGMAID	GINGHAM CHECK, BEQUIA, ELOQUENCE, FORGET ME NOT, RAVENNA, TYLER PLAID (SII DESIGNS); NATUREWOOD, CLOVER HILL, RIO (LICENSED FROM PFALTZGRAFF); CLOUD 9, JUNGLE JIM, COUNTING SHEEP (LICENSED FROM SHADY CHARACTER)
BARTH & DREYFUSS OF CALIFORNIA	LICENSOR	SPRINGMAID	
BEI MISCHIEF FILMS BLACKOUT, INC.	Licensor	WAMSUTTA	
BORDERS UNLIMITED	LICENSOR	SPRINGMAID, WAMSUTTA, PERFORMANCE, SPRINGS HOME, COLLAGE, FINE LINES; FAVORITE THINGS (VIA PIGGYBACK)	RIDGECREST, DERBY, FALLING LEAVES, SPLENDOR, CHARLESTON, GUINNESS, UNTITLED, CALISTA, PHILANTHA, CHAMBRAY MADRAS, LOVES ME, ICED MARBLE, CANVAS BLUE, MANCHESTER, GARDEN IVY, COASTLINE, SANDSTONE, MANTIGO, MACINTOSH, RESILIENCE, PLATINUM, HARMONY, PEACE, S
BORDERS UNLIMITED	LICENSOR		ATALYA, ATALYA NATURAL, COQUILLE, AMALFI, AMALFI NAVY AND MILANO
BROWNSTONE GALLERY, LTD.	LICENSOR	WAMSUTTA	DESIGNS OF LICENSOR WHICH WILL BE ADDED BY AMENDMENT (NOT PRESENTLY USING ANY OF OUR DESIGNS.)
COELIMA - INDUSTRIAS TEXTEIS, S.A.	LICENSOR	WAMSUTTA, SPRINGMAID, REGISTRY (ADDED BY SECOND AMENDMENT)	JUNGLE GYM, COUNTING SHEEP, CLOUD 9, ROUNDUP, (ALL OF WHICH ARE LICENSED FROM SHADY CHARACTERS) NATUREWOOD, CLOVER HILL, RIO (ALL OF WHICH ARE LICENSED FROM PFALTZGRAFF), CALISTA, CHAMBRAY MADRAS (SII)
DIVATEX HOME FASHIONS, INC.	LICENSOR	WAMSUTTA	LICENSEE MAY HAVE RIGHTS TO OUR DESIGNS, BUT ADDITIONAL PAPERWORK MUST BE COMPLETED TO MAKE EACH NEW DESIGN PART OF THIS AGREEMENT.
DIVATEX HOME FASHIONS, INC.	LICENSOR	SPRINGMAID	LICENSEE MAY HAVE RIGHTS TO OUR DESIGNS, BUT ADDITIONAL PAPERWORK MUST BE COMPLETED TO MAKE EACH NEW DESIGN PART OF THIS AGREEMENT. (NOT CURRENTLY DOING ANYTHING UNDER THE

TRADEMARK

REEL: 002368 FRAME: 0088

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN
ELRENE MANUFACTURING CO.	LICENSOR	DAISY KINGDOM	SPRINGMAID MARK EXCEPT WAL-MART, WHICH IS A DIFFERENT LICENSE AGREEMENT.) BEWITCHED, PATTY'S HARVEST, SNOW PEOPLE, HOLLY RIBBON
GINSEY INDUSTRIES, INC.	LICENSOR	COLLAGE, SPRINGMAID, FAVORITE THINGS (TO BE USED ONLY IN CONNECTION WITH PATTERNS DESIGNED BY JODI RIVIERA AND SOLD TO WAL-MART), WAMSUTTA (FOR USE ONLY IN CONNECTION WITH THE DESIGN "BUZZ" AND ONLY IN CONNECTION WITH TUB MATS)	CHELSEA, MARTINIQUE, COASTLINE, PUZZLE PATCH, PEBBLE BEACH (TO BE SOLD EXCLUSIVELY TO JC PENNEY) SANDSTONE, PERENNIAL, GARDEN IVY, MANTIGO, PALAZZO, ANNE'S GARDEN (EXCLUSIVELY FOR SEARS), ACANTHUS, SPRING-TIME, WHIMSICAL FISH, OPULENT SHELL, PAINTED
GLENOIT CORPORATION	Licensor	SPRINGMAID	
GOOD GIRL, LLC	Licensor	SPRINGMAID	
HEDSTROM CORPORATION	Licensor	DAISY KINGDOM	BLUE JEAN TEDDY (VIA PIGGYBACK AGREEMENT FROM SPRINGS INDUSTRIES)
HOMECOVERS, INC.	LICENSOR	SPRINGMAID, WAMSUTTA	
OWEN, CHARLES D., MANUFACTURING COMPANY	Licensor	WAMSUTTA, SPRINGMAID, REGISTRY BY WAMSUTTA, SIGNATURE BY WAMSUTTA, REGISTRY CLASSIC	

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN
SHADY CHARACTER UNLIMITED, LTD. AND AMERICAN GENIUS	Licensee	WAMSUTTA NICK & NORA HOME	CLOUD NINE, COUNTING SHEEP, COWHIDE, JUNGLE JIM, BREAKFAST IN BED, BLUE PLATE SPECIAL, BEDTIME STORY, SUNNYSIDE UP AND BAKED ALASKA
TOWN & COUNTRY LINEN CORP. WALLIES, A DIVISION OF THE MCCALL PATTERN COMPANY	Licensor Licensor	SPRINGMAID DAISY KINGDOM	BLUE JEAN TEDDY, RED WAGON EXPRESS, BABY CHENILLE, JUNGLE JAMBOREE, COUNTRY NOAH, BUTTERFLY BEAR (VIA SEPARATE "PIGGYBACK AGREEMENT" FROM SII)

Springs Window Fashions LP

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK	LICENSED DESIGN/ PATENT	LICENSED PRODUCTS
ARENA, JOSEPH & VERTICALS, INC.	LICENSEE		U.S. PATENT NO. 4,316,493 AND CANADIAN PATENT NO. 1,126,645	VERTICAL BLINDS
GEON COMPANY, THE	LICENSEE		PEARLESCENT PVC COMPOUND, PATENT #4,877,077, 5,119,871, 5,194,209	PEARLESCENT LOUVER
HARMONIC DESIGN, INC.	LICENSEE		PATENTS RELATED TO AUTOMATED WINDOW TREATMENT DEVICES	AUTOMATED WINDOW TREATMENT PRODUCTS MADE, USED OR SOLD BY OR ON BEHALF OF SPRINGS, OR ITS AUTHORIZED FABRICATORS AND SUBLICENSEES, AND WHICH ARE COVERED BY ONE OR MORE UNEXPIRED CLAIMS OF ANY LICENSED PATENTS
HOME DEPOT, INC.	LICENSOR	BALI TODAY		ALUMINUM HORIZONTAL MINI-BLINDS MANUFACTURED IN ACCORDANCE WITH LICENSOR'S SPECIFICATIONS.
NEWELL INDUSTRIES CANADA, INC.	LICENSEE	CRYSTALPLEAT		WINDOW SHADES AND DRAPERIES, FABRIC AND HARDWARE THEREFOR
OXFORD HOUSE, INC.	Licensee	PATENT NO. 6186213 AND ANY		ANY AND ALL PRODUCTS THAT ARE WITHIN ANY

OTHER PARTY	DIVISION ROLE	LICENSED TRADEMARK CONTINUATIONS	LICENSED DESIGN/ PATENT	LICENSED PRODUCTS
PROFILE INDUSTRIES CORPORATION	LICENSEE		PATENT #4,628,980	CLAIM OF THE LICENSED PATENTS OR MADE BY A PROCESS THAT IS WITHIN ANY CLAIM OF THE LICENSED PATENTS.
VEROSOL U.S.A. INC.	LICENSEE	"the 044 patent" or Spacer Devices	Spacer Devices	LOUVER SYSTEMS COVERED BY THE PATENT Spacers for blinds

Schedule IV

Patents

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Industries, Inc.	U.S.		Textile Products Constructed Using Curable Adhesive Threadless Sewing and Processes for Producing Same	09/748,638	
Springs Industries, Inc.	U.S.		Textile Products Constructed Using Curable Adhesive Threadless Sewing and Processes for Producing Same	09/748,638	
Springs Industries, Inc.	U.S.	D433,068	Display Label for an Absorbent Article	29/100,032	10/31/2014
Springs Industries, Inc.	U.S.	D437,483	Display and Carrying Package (Design)	29/120,802	02/13/2015
Springs Industries, Inc.	U.S.	D431,841	Display Label for an Absorbent Article	29/113,384	11/03/2019
Springs Industries, Inc.	U.S.	D428,930	Display Label for an Absorbent Article	29/100,030	08/01/2014
Springs Industries, Inc.	U.S.	D428,931	Display Label for an Absorbent Article	29/100,031	02/02/2019
Springs Industries, Inc.	U.S.	4,399,991	Mechanism for Stacking and Accumulating Stacks of Flat Flexible Articles	06/305,593	09/25/2001
Springs Industries, Inc.	U.S.	4,438,169	Colored Opaque Printing of Textile Fabrics Using Dyes/Inks	06/435,949	08/20/2001
Springs Industries, Inc.	U.S.	4,447,241	Oxidative Afterwash Treatment for Crease Resisting Fabrics	06/367,398	04/12/2002

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Industries, Inc.	U.S.	4,457,980	Textile Fabrics with Opaque Pigment Printing and Method of Producing Same	06/429,794	08/20/2001
Springs Industries, Inc.	U.S.	4,496,407	Apparatus and Method for Ultrasonically Cutting off Predetermined Widths of Selvages and Sealing the Cut Edges of Textile Fabric	06/555,451	11/28/2003
Springs Industries, Inc.	U.S.	4,507,350	Method of Producing Opaque Printed Textile Fabrics with Curing by Free Radical Initiation and Resulting Printed Fabrics	06/587,397	03/08/2004
Springs Industries, Inc.	U.S.	4,534,819	Woven Textile Fabric Having an Ultrasonically Cut and Sealed Edge and Apparatus and Process for Producing Same	06/555,664	11/28/2003
Springs Industries, Inc.	U.S.	4,542,771	Adjustable Anvil for Ultrasonic Material Cutting and Sealing Apparatus	06/576,889	02/03/2004
Springs Industries, Inc.	U.S.	4,549,880	Silicone Durable Press Textile Treatment Process and Resulting Product	06/529,042	09/02/2003
Springs Industries, Inc.	U.S.	4,562,107	Textile Fabrics with Opaque Pigment Printing and Method of Producing the Same	06/626,677	12/31/2002
Springs Industries, Inc.	U.S.	4,613,333	Silicone Durable Press Textile Treatment Process and Resulting Product	06/720,138	09/23/2003
Springs Industries, Inc.	U.S.	4,619,864	Fabric with Reduced Permeability to Down and Fiber Fill and Method of Producing Same	06/591,843	03/21/2004
Springs Industries, Inc.	U.S.	4,623,356	Oxidative Afterwash Treatment for Non-Formaldehyde Durable Press Finishing Process	668,857	11/18/2003

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Industries, Inc.	U.S.	4,640,858	Synthetic Leather Sheet Material Products	666,272	02/03/2004
Springs Industries, Inc.	U.S.	4,693,771	Woven Textile Fabric Having Ultrasonically Cut and Sealed Edge and Apparatus and Process for Producing Same	06/721,719	09/15/2004
Springs Industries, Inc.	U.S.	4,756,714	Method of Durable Sizing Textile Yarns, Durable Sizing Composition, and Durably Sized Yarns and Fabrics Produced Therefrom	06/750,415	07/12/2005
Springs Industries, Inc.	U.S.	4,860,530	Corespun Yarn Friction Spinning Apparatus and Method	07/288,767	02/22/2008
Springs Industries, Inc.	U.S.	4,921,756	Fire Resistant Balanced Fine Corespun Yarn and Fabric Formed Thereof	318,239	05/01/2007
Springs Industries, Inc.	U.S.	4,927,698	Pucker and Shrink Resistant Flame Retardant Fabric Formed of Corespun Yarns	07/324,266	03/15/2009
Springs Industries, Inc.	U.S.	4,935,281	Flame Barrier Office Building Materials	07/333,501	04/05/2009
Springs Industries, Inc.	U.S.	4,958,485	Corespun Yarn for Fire Resistant Safety Apparel and Method	07/288,682	12/28/2008
Springs Industries, Inc.	U.S.	4,994,317	Flame Durable Fire Barrier Fabric	07/287,385	12/21/2008
Springs Industries, Inc.	U.S.	4,996,099	Fire-Resistant Fabric	07/427,738	02/26/2008
Springs Industries, Inc.	U.S.	5,091,243	Fire-Barrier Fabric	07/333,174	04/04/2009
Springs Industries, Inc.	U.S.	5,173,976	Mattress Cover/Fitted Bed Sheet	07/843,759	04/23/2012
Springs Industries, Inc.	U.S.	5,540,980	Fire Resistant Fabric Made of Balanced Fine Corespun Yarn	08/319,323	07/30/2013

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Industries, Inc.	U.S.	5,586,375	Two-Piece Shower Curtain Hook	316,189	09/30/2014
Springs Industries, Inc.	U.S.	5,591,516	Durable, Pill-Resistant Polyester Fabric and Method of the Preparation Thereof	08/479,178	06/07/2015
Springs Industries, Inc.	U.S.	5,806,154	Textile Laminate and Process of Making the Same	08/449,488	08/27/2013
Springs Industries, Inc.	U.S.	5,925,581	Textile Laminate and Process of Making the Same	08/732,529	08/27/2013
Springs Industries, Inc.	U.S.	6,051,034	Methods for Reducing Pilling on Towels	09/164,234	09/30/2018
Springs Industries, Inc.	U.S.	6,062,272	Absorbent Towel Having Quick-Dry Properties	08/835,731	04/11/2017
Springs Industries, Inc.	U.S.	6,148,871	Woven Fabric with Flat Film Warp Yarns and Apparatus for Forming Same	09/184,487	11/02/2018
Springs Industries, Inc.	Canada	1319573	Corespun Yarn Friction Spinning Apparatus and Method	611362	06/29/2010
Springs Industries, Inc.	Canada	1,321,942	Pucker and Shrink Resistant Flame Retardant Fabric Formed of Corespun Yarns	608295	09/07/2010
Springs Industries, Inc.	Canada	1,331,721	Fire-Barrier Fabric	611360	08/30/2011
Springs Industries, Inc.	Canada	1,334,363	Corespun Yarn for Fire Resistant Safety Apparel and Method	610943	02/14/2012
Springs Industries, Inc.	Canada	2,021,540	Fire-Resistant Fabric	2021540	07/19/2010
Springs Industries, Inc.	Canada	1,179,540	Apparatus for Sequentially Fabricating Pillowcases or Like Products	394024	12/18/2001
Springs Industries, Inc.	Canada	1,187,656	Oxidative Afterwash Treatment for Crease Resisting Fabrics	425269	05/08/2002

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Industries, Inc.	Canada	1,205,956	Colored Opaque Printing of Textile Fabrics Using Dyestuffs	435143	06/17/2003
Springs Industries, Inc.	Canada	1,213,477	Chintz Fabric and Method of Producing Same	448120	11/04/2003
Springs Industries, Inc.	Canada	1,216,512	Apparatus and Method for Ultrasonically Cutting off Predetermined Widths of Selvages and Sealing the Cut Edges of Textile Fabric	458873	01/13/2004
Springs Industries, Inc.	Canada	1,230,204	Method of Producing Opaque Printed Textile Fabrics with Curing by Free Radical Initiation and Resulting Printed Fabrics	468194	12/15/2004
Springs Industries, Inc.	Canada	1,329,956	Mattress Cover/Fitted Bed Sheet	614779	05/31/2011
Springs Industries, Inc.	U.K.	2199344	Apparatus for Automatically Fabricating Textile Articles such as Bath Throw Rugs and the Like	8728070	12/01/2007
Springs Industries, Inc.	U.K.	2233006	Apparatus for Automatically Fabricating Textile Articles such as Bath Throw Rugs and the Like	9014970.0	12/01/2007
Springs Industries, Inc.	U.K.	2,236,551	Expandable and Collapsible Shade	9018645.3	08/24/2010
Springs Industries, Inc.	EPO	0391000	Fire-Barrier Fabric	89310591.6	10/16/2009
Springs Industries, Inc.	EPO	0425075	Fire-Resistant Fabric	90308053.9	07/23/2010
Springs Industries, Inc.	Australia	617970	Corespun Yarn for Fire Resistant Safety Apparel and Method	41314/89	09/14/2009
Springs Industries, Inc.	Australia	610476	Pucker and Shrink Resistant Flame Retardant Fabric Formed of Corespun Yarns	39368/89	08/08/2005

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Industries, Inc.	Australia	618918	Corespun Yarn Friction Spinning Apparatus and Method	41315/89	09/14/2005
Springs Industries, Inc.	Australia	608498	Flame Barrier Office Building Materials	42871/89	10/16/2009
Springs Industries, Inc.	Australia	617010	Fire-Barrier Fabric	42870/89	10/16/2005
Springs Industries, Inc.	Australia	619010	Fine Denier Two Component Corespun Yarn for Fire Resistant Safety Apparel and Method	40948/89	09/01/2005
Springs Industries, Inc.	Australia	623832	Fire-Resistant Fabric	59718/90	07/24/2006
Springs Industries, Inc.	Taiwan	NI-47891	Corespun Yarn for Fire Resistant Safety Apparel and Method	78104159	06/20/2006
Springs Industries, Inc.	Taiwan	NI-46295	Pucker and Shrink Resistant Flame Retardant Fabric Formed of Corespun Yarns	78104162	04/20/2006
Springs Industries, Inc.	Taiwan	UM-65177	Corespun Yarn Friction Spinning Apparatus and Method	79204959	05/29/2001
Springs Industries, Inc.	Taiwan	NI-48606	Fire-Barrier Fabric	78104168	07/10/2006
Springs Industries, Inc.	Taiwan	NI-47892	Fine Denier Two Component Corespun Yarn for Fire Resistant Safety Apparel and Method	78104161	06/02/2002
Springs Industries, Inc.	Korea	65898	Corespun Yarn for Fire Resistant Safety Apparel and Method	16827/1989	11/20/2009
Springs Industries, Inc.	Korea	61481	Pucker and Shrink Resistant Flame Retardant Fabric Formed of Corespun Yarns	13550/1989	09/20/2009
Springs Industries, Inc.	Korea	68223	Corespun Yarn Friction Spinning Apparatus and Method	19329/1989	12/22/2009
Springs Industries, Inc.	Korea	95888	Flame Barrier Office Building Materials	17765/89	09/19/2010

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Industries, Inc.	Korea	61757	Fire-Barrier Fabric	18534/1989	12/14/2009
Springs Industries, Inc.	Korea	65841	Fine Denier Two Component Corespun Yarn for Fire Resistant Safety Apparel and Method	15042/1989	10/19/2009
Springs Industries, Inc.	Korea	69254	Fire-Resistant Fabric	12987/1990	08/22/2010
Springs Industries, Inc.	China	89109449.0	Corespun Yarn for Fire Resistant Safety Apparel and Method	89109449.0	12/22/2004
Springs Industries, Inc.	China	90101345.5	Pucker and Shrink Resistant Flame Retardant Fabric Formed of Corespun Yarns	90101345.5	03/14/2005
Springs Industries, Inc.	China	89109810.0	Corespun Yarn Friction Spinning Apparatus and Method	89109810.0	12/22/2004
Springs Industries, Inc.	China	30225	Flame Barrier Office Building Materials	90101840.6	04/03/2005
Springs Industries, Inc.	China	90101886.4	Fire-Barrier Fabric	90101886.4	04/04/2010
Springs Industries, Inc.	China	90107867.0	Fire-Resistant Fabric	90107867.0	09/20/2005
Springs Industries, Inc.	Japan	1975352	Corespun Yarn for Fire Resistant Safety Apparel and Method	297746.89	11/17/2009
Springs Industries, Inc.	Japan	1949709	Corespun Yarn Friction Spinning Apparatus and Method	266363.89	10/16/2009
Springs Industries, Inc.	Japan	1887705	Flame Barrier Office Building Materials	264120.89	10/12/2009
Springs Industries, Inc.	Japan	2564011	Fire-Barrier Fabric	297747.89	11/17/2009
Springs Industries, Inc.	Japan	1910843	Fire-Resistant Fabric	254397.90	06/01/2009
Springs Window Fashions Division, Inc.	U.S.		Apparatus and Method for Finishing and Printing Elongated Substrates	09/240,951	

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	U.S.		Expandable and Collapsible Window Covering and Methods for Making Same	08/622,070	
Springs Window Fashions LP	U.S.		Cutting Apparatus for Window Coverings and Methods Therefor	09/244,742	
Springs Window Fashions LP	U.S.		Cutting Apparatus for Window Coverings and Methods Therefor	09/245,596	
Springs Window Fashions LP	U.S.		Cutting Apparatus for Window Coverings and Methods Therefor	09/054,845	
Springs Window Fashions LP	U.S.		Window Covering with Artificial Creases and Method of Manufacturing Same	09/226,060	
Springs Window Fashions LP	U.S.		Photocell Mounting Apparatus for Vertical Blinds	09/031,806	
Springs Window Fashions LP	U.S.		Apparatus and Method for Embossing and Printing Elongated Substrates	09/240,369	
Springs Window Fashions LP	U.S.		Light Controlling Cellular Shade and Method of Making Same	09/451,555	
Springs Window Fashions LP	U.S.		Apparatus and Method for Embossing and Printing Elongated Substrates	PCT/US99/01979	
Springs Window Fashions LP	U.S.		Hanger and Pin Assembly for Displaying Merchandise	PCT/US00/11559	
Springs Window Fashions LP	U.S.		Cutting Apparatus for Window Coverings and Methods Therefor	60/068,039	
Springs Window Fashions LP	U.S.		Window Covering with Artificial Creases and Method of Manufacturing Same	60/070,667	
Springs Window Fashions LP	U.S.		Method for Ink Printing Embossed Patterns in Vertical Blind Louvers	60/073,085	

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	U.S.		Rectangular Loop Cellular/Light Control Shade and Method of Manufacturing Same	60/110,392	
Springs Window Fashions LP	U.S.	4,402,109	Traverse Rod and Pulley Housing Assembly	288,937	07/31/2001
Springs Window Fashions LP	U.S.	4,473,102	Drapery Carrier for a String Connected Carrier System	06/439,915	11/08/2002
Springs Window Fashions LP	U.S.	4,488,588	Cord Lock for Venetian Blind	06/460,445	01/24/2003
Springs Window Fashions LP	U.S.	4,507,831	Spring Clip for Tilter Worm Shaft	06/443,579	11/22/2002
Springs Window Fashions LP	U.S.	4,572,267	Venetian Blind with Selective Tilt Limiting	06/610,481	05/15/2004
Springs Window Fashions LP	U.S.	4,584,737	Drapery Support with Snap-In Pendant and Pendant Retainer CL	06/661,372	10/16/2004
Springs Window Fashions LP	U.S.	4,657,060	Vertical Venetian Blind with Inline Drive	06/353,333	04/14/2004
Springs Window Fashions LP	U.S.	4,753,281	Adjustable Shade	07/011,294	02/05/2007
Springs Window Fashions LP	U.S.	4,785,866	Traverse Rod and Support Assembly	06/943,378	12/16/2006
Springs Window Fashions LP	U.S.	4,792,427	Blind with Light Transmitting Slats and a Method for Making	036,302	04/09/2007
Springs Window Fashions LP	U.S.	4,799,526	Blind with Light Transmitting Slats and a Method for Making	036,270	04/09/2007
Springs Window Fashions LP	U.S.	4,821,789	Venetian Blind with Improved Ladder Tilt Drum	07/135,241	12/21/2007
Springs Window Fashions LP	U.S.	4,824,062	Curtain Rod and End Bracket Assembly	07/236,610	08/25/2008
Springs Window Fashions LP	U.S.	4,827,199	Torque Responsive Motor-Drive Assembly	07/168,280	03/15/2008

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	U.S.	4,833,756	Bendable Drapery Rod Assembly	07/151,295	02/01/2008
Springs Window Fashions LP	U.S.	4,848,434	Vertical Blind with Movable Auxiliary Rod Support	07/169,456	03/17/2008
Springs Window Fashions LP	U.S.	4,915,343	Arrangement for Mounting a Device on a Wall	06/859,495	04/10/2007
Springs Window Fashions LP	U.S.	4,921,031	Decorative Valance	07/358,940	05/30/2009
Springs Window Fashions LP	U.S.	4,936,369	Vertical Blind with Louver Rotation Control	07/359,521	06/01/2009
Springs Window Fashions LP	U.S.	5,018,626	Curtain Rod and End Bracket Assembly	07/482,343	02/20/2010
Springs Window Fashions LP	U.S.	5,038,843	Vertical Blind with Louver Rotation Control	07/583,653	09/17/2010
Springs Window Fashions LP	U.S.	5,039,049	Rod and Bracket Assembly for Window and Valances	07/501,486	03/30/2010
Springs Window Fashions LP	U.S.	5,058,650	Cord Equalizer for Window Shade Lift Cords	07/674,139	03/25/2011
Springs Window Fashions LP	U.S.	5,131,616	Bracket For Adjustable Supporting a Headrail	07/711,878	06/07/2011
Springs Window Fashions LP	U.S.	5,139,073	Tape Drum for a Venetian Blind Tilt Assembly	07/682,145	04/08/2011
Springs Window Fashions LP	U.S.	5,144,997	Drapery Fixture	07/743,078	08/09/2011
Springs Window Fashions LP	U.S.	5,160,563	Method and Apparatus for Making an Expandable Cellular Product for Window Covering	07/502,575	03/30/2010
Springs Window Fashions LP	U.S.	5,207,257	Adjustable Expandable and Collapsible Shade	07/951,151	09/25/2012
Springs Window Fashions LP	U.S.	5,242,065	Curtain Rod with Lockable Fitting	07/989,711	12/14/2012
Springs Window Fashions LP	U.S.	5,257,811	Vertical Louver System	07/983,036	11/30/2012

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	U.S.	5,275,225	Swag Support	07/983,379	11/30/2012
Springs Window Fashions LP	U.S.	5,316,067	Swag Support	08/081,137	06/25/2013
Springs Window Fashions LP	U.S.	5,341,864	Adjustable Expandable and Collapsible Shade	08/053,085	04/26/2013
Springs Window Fashions LP	U.S.	5,351,741	Vertical Blind with Reclosable Carriage Latch	08/083,310	06/25/2013
Springs Window Fashions LP	U.S.	5,383,511	Support Rod Assembly for Drapery Panels	08/078,688	06/21/2013
Springs Window Fashions LP	U.S.	5,421,551	Adjustable Curtain Rod	08/229,183	04/18/2014
Springs Window Fashions LP	U.S.	5,465,775	Venetian Blind with Wand Operator	08/304,512	09/12/2014
Springs Window Fashions LP	U.S.	5,472,035	Window Blind with Wand Operator	08/266,125	06/27/2014
Springs Window Fashions LP	U.S.	5,485,875	Window Shade with Break-Away Attachment of Lift Cord to Bottom Rail	08/220,663	03/31/2014
Springs Window Fashions LP	U.S.	5,497,820	Blind Tilt Actuator	08/227,072	04/13/2014
Springs Window Fashions LP	U.S.	5,533,560	Venetian Blind Headrail and Mounting Bracket System	08/321,962	10/11/2014
Springs Window Fashions LP	U.S.	5,560,414	Releasable Operating Cord Connector for Window Covering	08/386,102	02/09/2015
Springs Window Fashions LP	U.S.	5,560,417	Drapery Traverse Rod Master	08/439,037	05/11/2015
Springs Window Fashions LP	U.S.	5,562,140	Releasable Operating Cord Connector for Window Covering	08/522,144	08/31/2015
Springs Window Fashions LP	U.S.	5,573,054	Venetian Blind Slat	08/371,991	01/12/2015
Springs Window Fashions LP	U.S.	5,638,882	Venetian Blind Ladder Carrier Mechanism	08/681,533	07/23/2016

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	U.S.	5,662,154	Blind Tilt Actuator and Ladder Support Therefor	08/576,002	12/21/2015
Springs Window Fashions LP	U.S.	5,702,552	Method for Making a Pleated Expandable Cellular Product for Window Coverings	07/577,680	12/31/2014
Springs Window Fashions LP	U.S.	5,890,527	Window Cornice Assembly	09/022,074	02/11/2018
Springs Window Fashions LP	U.S.	5,894,877	Vertical Blind	08/512,477	08/08/2015
Springs Window Fashions LP	U.S.	5,927,362	Window Cornice Assembly	09/022,081	02/11/2018
Springs Window Fashions LP	U.S.	5,967,213	Window Cornice Assembly	09/022,237	02/11/2018
Springs Window Fashions LP	U.S.	D336,123	Valance Molding (Design)	29/032,421	01/09/2010
Springs Window Fashions LP	U.S.	D355,092	Window Blind Headrail (Design)	29/020,694	05/10/2009
Springs Window Fashions LP	U.S.	D355,092	Venetian Blind Slat	29/022,659	02/07/2009
Springs Window Fashions LP	U.S.	D355,093	Window Blind Headrail (Design)	29/020,647	02/07/2009
Springs Window Fashions LP	U.S.	D366,174	Vertical Blind Slat (Design)	29/029,953	01/16/2010
Springs Window Fashions LP	U.S.	D367,578	Window Treatment	29/036,235	03/05/2010
Springs Window Fashions LP	U.S.	D377,287	Window Blind Pull (Design)	29/041,548	01/14/2011
Springs Window Fashions LP	U.S.	D385,449	Window Blind Headrail (Design)	29/054,757	10/28/2011
Springs Window Fashions LP	U.S.	D386,642	Venetian Blind Slat	29/054,758	05/21/2011
Springs Window Fashions LP	U.S.	D387,974	Window Treatment Accessory	29/067,615	12/23/2011

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	U.S.	D389,035	Curtain Rod Holder	29/067,574	01/13/2012
Springs Window Fashions LP	U.S.	D389,036	Curtain Rod Holder	29/067,520	01/13/2012
Springs Window Fashions LP	U.S.	D389,039	Window Treatment Accessory	29/067,634	01/13/2012
Springs Window Fashions LP	U.S.	D389,040	Window Treatment Accessory	29/067,519	01/13/2012
Springs Window Fashions LP	U.S.	D389,041	Window Treatment Accessory	29/067,521	01/13/2012
Springs Window Fashions LP	U.S.	D389,042	Window Treatment Accessory	29/067,573	01/13/2012
Springs Window Fashions LP	U.S.	D389,043	Window Treatment Accessory	29/067,616	01/13/2012
Springs Window Fashions LP	U.S.	D389,044	Window Treatment Accessory	29/067,617	01/13/2012
Springs Window Fashions LP	U.S.	D389,046	Window Treatment Accessory	29/067,619	01/13/2012
Springs Window Fashions LP	U.S.	D389,047	Window Treatment Accessory	29/067,635	01/13/2012
Springs Window Fashions LP	U.S.	D389,048	Window Treatment Accessory	29/067,636	01/13/2012
Springs Window Fashions LP	U.S.	D390,097	Window Treatment Accessory	29/069,869	02/03/2012
Springs Window Fashions LP	U.S.	D391,472	Window Treatment Accessory	29/067,614	03/03/2012
Springs Window Fashions LP	U.S.	D391,476	Curtain Rod	29/065,536	03/03/2012
Springs Window Fashions LP	U.S.	D394,800	Window Treatment Accessory	29/067,518	06/02/2012
Springs Window Fashions LP	U.S.	D395,227	Window Treatment Accessory	29/067,516	06/16/2012

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	U.S.	D395,818	Window Treatment Accessory	29/069,867	07/07/2012
Springs Window Fashions LP	U.S.	D404,292	Window Treatment Accessory	29/085,789	01/19/2013
Springs Window Fashions LP	U.S.	D404,993	Window Treatment Accessory	29/085,785	02/02/2013
Springs Window Fashions LP	U.S.	D404,994	Window Treatment Accessory	29/085,792	02/02/2013
Springs Window Fashions LP	U.S.	D404,995	Window Treatment Accessory	29/085,791	02/02/2013
Springs Window Fashions LP	U.S.	D404,999	Window Treatment Accessory	29/085,786	02/02/2013
Springs Window Fashions LP	Unknown (CIP)		Hanger and Pin Assembly for Displaying Merchandise	09/629,766	
Springs Window Fashions LP	Canada		Hanger and Pin Assembly for Displaying Merchandise	2279563	
Springs Window Fashions LP	Canada		Cutting Apparatus for Window Coverings and Methods Therefor	2256158	
Springs Window Fashions LP	Canada		Apparatus and Method for Embossing and Printing Elongated Substrates	2282853	
Springs Window Fashions LP	Canada		Vertical Blind with Louver Rotation Control	2.017.897-5	
Springs Window Fashions LP	Canada		Adjustable Expandable and Collapsible Shade	2.106.886	
Springs Window Fashions LP	Canada		Window Blind with Wand Operator	2.143.347	
Springs Window Fashions LP	Canada	76023	Window Blind Headrail (Design)	1994-2215	11/09/2014
Springs Window Fashions LP	Canada	76713	Window Blind Headrail (Design)	1994-2254	11/16/2014
Springs Window Fashions LP	Canada	76714	Window Blind Slat (Design)	1994-2255	11/16/2014

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	Canada	2,042,303	Method for Making Pleated Expandable Cellular Product for Window Covering	2,042,303	05/10/2011
Springs Window Fashions LP	Taiwan		Apparatus and Method for Embossing and Printing Elongated Substrates	88102742	
Springs Window Fashions LP	Japan	2,549,024	Method and Apparatus for Making an Expandable Cellular Shade	93,480	03/30/2011
Springs Window Fashions LP	Japan	2,557,298	Method for Making a Pleated Expandable Cellular Product for Window Coverings	254,727	09/04/2011
Springs Window Fashions LP	Mexico		Cutting Apparatus for Window Coverings and Methods Therefor	9810684	
Springs Window Fashions LP	Mexico		Apparatus and Method for Embossing and Printing Elongated Substrates	998857	
Springs Window Fashions LP	Australia	635,422	Method for Making a Pleated Expandable Cellular Product for Window Coverings	7730591	05/23/2011
Springs Window Fashions LP	U.K.	2,242,470	Method and Apparatus for Making an Expandable Cellular Shade	91049106	03/08/2011
Springs Window Fashions LP	U.K.	2,247,698	Method of Making a Pleated Expandable Cellular Product for Window Coverings	91113357	05/24/2011
Springs Window Fashions LP	U.K.	2,270,946	Adjustable Expandable and Collapsible Shade	93156412	07/28/2013
Springs Window Fashions LP	U.K.	2,280,102	Support Rod Assembly for Drapery Panels	94036068	02/25/2014
Springs Window Fashions LP	Venezuela		Cutting Apparatus for Window Coverings and Methods Therefor	2854	

Patent Owner	Country	Patent No.	Title	App. Number	Expiration Date
Springs Window Fashions LP	New Zealand	238,136	Method for Making a Pleated Expandable Cellular Product for Window Coverings	238,163	05/14/2011
Springs Window Fashions LP	New Zealand	235,089	Expandable and Collapsible Making an Expandable Cellular Shade	235,089	09/29/2010

Schedule V

Trademarks

**AMERICAN FIBER INDUSTRIES, LLC
REGISTERED TRADEMARKS**

Trademark: 2 IN 1
Registration No.: 2,129,631
Registration Date: 1/13/98
Renewal Date: 1/13/08

Trademark: AMERICAN FIBER INDUSTRIES
Registration No.: 1,902,746
Registration Date: 7/4/95
Renewal Date: 7/4/05

Trademark: AMERICAN FIBER INDUSTRIES
Registration No.: 2,235,853
Registration Date: 3/30/99
Renewal Date: 3/30/09

Trademark: BASIC COMFORT
Registration No.: 2,123,657
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: BAYPORT
Registration No.: 2,142,643
Registration Date: 3/10/98
Renewal Date: 3/10/08

Trademark: BAYPORT
Registration No.: 2,328,437
Registration Date: 3/14/00
Renewal Date: 3/14/10

Trademark: BIG HUG
Registration No.: 2,125,485
Registration Date: 12/30/97
Renewal Date: 12/30/07

Trademark: BODY BOLSTER
Registration No.: 2,005,403
Registration Date: 10/1/96
Renewal Date: 10/1/06

Trademark: CENTRELLE
Registration No.: 2,214,470
Registration Date: 12/29/98
Renewal Date: 12/29/08

Trademark: CLUB HOUSE
Registration No.: 2,206,520
Registration Date: 12/1/98
Renewal Date: 12/1/08

Trademark: COMFORT BASICS
Registration No.: 2,167,277
Registration Date: 6/23/98
Renewal Date: 6/23/08

Trademark: COMFORT BASICS
Registration No.: 2,263,476
Registration Date: 7/20/99
Renewal Date: 7/20/09

Trademark: COMFORT BLEND
Registration No.: 2,140,917
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: COMFORT CASUALS
Registration No.: 2,283,308
Registration Date: 10/5/99
Renewal Date: 10/5/09

Trademark: COMFORT CLUSTER
Registration No.: 2,140,918
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: COMFORT PANEL
Registration No.: 2,197,785
Registration Date: 10/20/98
Renewal Date: 10/20/08

Trademark: COMFORT PANEL
Registration No.: 2,291,101
Registration Date: 11/9/99
Renewal Date: 11/9/09

Trademark: COMFORT PLUMES
Registration No.: 2,150,785
Registration Date: 4/14/98
Renewal Date: 4/14/08

Trademark: COMFORT SPIRAL
Registration No.: 2,140,919
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: COMFORTSCAPES
Registration No.: 2,247,280
Registration Date: 5/25/99
Renewal Date: 5/25/09

Trademark: COMFORTSCAPES
Registration No.: 2,279,920
Registration Date: 9/21/99
Renewal Date: 9/21/09

Trademark: CRAFTER'S CABIN
Registration No.: 1,677,675
Registration Date: 3/3/92
Renewal Date: 3/3/02

Trademark: CROWN ELITE
Registration No.: 1,965,631
Registration Date: 4/2/96
Renewal Date: 4/2/06

Trademark: CROWN ELITE
Registration No.: 2,228,985
Registration Date: 2/16/99
Renewal Date: 2/16/09

Trademark: CROWNING COMFORT
Registration No.: 2,140,930
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: CROWNING COMFORT
Registration No.: 2,322,102
Registration Date: 2/22/00
Renewal Date: 2/22/10

Trademark: DECORATOR'S TOUCH
Registration No.: 1,985,626
Registration Date: 7/9/96
Renewal Date: 7/9/06

Trademark: DEEP POCKETS
Registration No.: 2,339,257
Registration Date: 4/4/00
Renewal Date: 4/4/10

Trademark: DOUBLE COMFORT
Registration No.: 2,140,921
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: GREAT LENGTHS
Registration No.: 2,123,659
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: INDUR-ON
Registration No.: 1,885,020
Registration Date: 3/21/95
Renewal Date: 3/21/05

Trademark: KIDS HUG
Registration No.: 2,042,795
Registration Date: 3/11/97
Renewal Date: 3/11/07

Trademark: LIL' HUG
Registration No.: 2,123,661
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: NATURAL BEAUTY
Registration No.: 2,206,521
Registration Date: 12/1/98
Renewal Date: 12/1/08

Trademark: NATURE'S BASICS
Registration No.: 2,188,996
Registration Date: 9/15/98
Renewal Date: 9/15/08

Trademark: NATURESCAPES
Registration No.: 2,292,645
Registration Date: 11/16/99
Renewal Date: 11/16/09

Trademark: NIGHTSCAPES
Registration No.: 2,142,644
Registration Date: 3/10/98
Renewal Date: 3/10/08

Trademark: NIGHTSCAPES
Registration No.: 2,320,721
Registration Date: 2/22/00
Renewal Date: 2/22/10

Trademark: OPTIMUM COMFORT
Registration No.: 2,123,658
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: PANEL LUXE
Registration No.: 2,180,629
Registration Date: 8/11/98
Renewal Date: 8/11/08

Trademark: PANEL-LOFT
Registration No.: 2,123,656
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: PREFERRED COMFORT
Registration No.: 2,140,922
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: PRIMARY COMFORT
Registration No.: 2,140,923
Registration Date: 3/3/98
Renewal Date: 3/3/08

Trademark: SLEEP BASICS
Registration No.: 2,183,453
Registration Date: 8/25/98
Renewal Date: 8/25/08

Trademark: SLEEPSTYLE
Registration No.: 1,682,978
Registration Date: 4/14/92
Renewal Date: 4/14/02

Trademark: SPRING BACK!
Registration No.: 2,290,180
Registration Date: 11/2/99
Renewal Date: 11/2/09

Trademark: SQUARE HUG
Registration No.: 2,123,660
Registration Date: 12/23/97
Renewal Date: 12/23/07

Trademark: SUPRA-LOFT
Registration No.: 2,051,887
Registration Date: 4/15/97
Renewal Date: 4/15/07
Trademark: THE BODY HUG
Registration No.: 2,028,235
Registration Date: 1/7/97
Renewal Date: 1/7/07

Trademark: THE GREAT MATTRESS PAD
Registration No.: 2,244,064
Registration Date: 5/4/99
Renewal Date: 5/4/09

Trademark: THE GREAT PILLOW
Registration No.: 2,174,082
Registration Date: 7/14/98
Renewal Date: 7/14/08

Trademark: THE T-SHIRT PILLOW
Registration No.: 2,252,859
Registration Date: 6/15/99
Renewal Date: 6/15/09

Trademark: ULTRA CROWN
Registration No.: 2,144,581
Registration Date: 3/17/98
Renewal Date: 3/17/08

Trademark: ULTRA DAMASK
Registration No.: 2,320,722
Registration Date: 2/22/00
Renewal Date: 2/22/10

Trademark: ULTRA SILK
Registration No.: 2,188,997
Registration Date: 9/15/98
Renewal Date: 9/15/08

Trademark: ULTRAREST
Registration No.: 1,965,632
Registration Date: 4/2/96
Renewal Date: 4/2/06

Trademark: WARM HUG
Registration No.: 2,123,662
Registration Date: 12/23/97
Renewal Date: 12/23/07

**REGAL RUGS, INC.
REGISTERED TRADEMARKS**

Trademark: JULIET
Registration No.: 1,283,468
Registration Date: 6/26/84
Renewal Date: 6/26/04

Trademark: ORIGINALE
Registration No.: 1,319,552
Registration Date: 2/12/85
Renewal Date: 2/12/05

Trademark: REGAL
Registration No.: 841,689
Registration Date: 1/2/68
Renewal Date: 1/2/08

Trademark: REGAL
Registration No.: 829,162
Registration Date: 5/23/67
Renewal Date: 5/23/07

Trademark: REGAL DESIGN STUDIO
Registration No.: 1,374,004
Registration Date: 12/3/85
Renewal Date: 12/3/05

Trademark: ROSEBUD
Registration No.: 969,235
Registration Date: 9/25/73
Renewal Date: 9/25/03

Trademark: RUGS IN THE RIGHT SIZES, IN THE RIGHT COLORS, RIGHT NOW!
Registration No.: 2,361,484
Registration Date: 6/27/00
Renewal Date: 6/27/10

Trademark: ULTRDYNE
Registration No.: 1,504,885
Registration Date: 9/20/88
Renewal Date: 9/20/08

**SPRINGS CANADA, INC.
REGISTERED TRADEMARKS**

Trademark: ALPINE
Registration No.: 104,262
Registration Date: 8/31/56
Renewal Date: 8/31/01

Trademark: APOLLO
Registration No.: 185,830
Registration Date: 9/29/72
Renewal Date: 9/29/02

Trademark: CAMELOT
Registration No.: 121,885
Registration Date: 4/14/61
Renewal Date: 4/14/06

Trademark: CHATELAINE
Registration No.: 348,523
Registration Date: 12/2/88
Renewal Date: 12/2/03

Trademark: COLLECTION VILLAGE COLLECTION
Registration No.: 333,049
Registration Date: 10/16/87
Renewal Date: 10/16/02

Trademark: COLONIAL
Registration No.: TMDA 53632
Registration Date: 12/21/31
Renewal Date: 12/21/01

Trademark: COLOR BY DESIGN
Registration No.: TMA519,749
Registration Date: 11/23/99
Renewal Date: 11/23/14

Trademark: DURA TESTED
Registration No.: 346,305
Registration Date: 10/14/55
Renewal Date: 10/14/03

Trademark: DURABLEND
Registration No.: TMA180860
Registration Date: 1/21/72
Renewal Date: 2/21/02

Trademark: ELASTO-TEX
Registration No.: 129,965
Registration Date: 2/15/63
Renewal Date: 2/15/08

Trademark: EXTRACALE
Registration No.: 383,394
Registration Date: 4/26/91
Renewal Date: 4/26/06

Trademark: FUN PILLOW
Registration No.: 398,745
Registration Date: 5/29/92
Renewal Date: 5/29/07

Trademark: IBEX
Registration No.: 211,188
Registration Date: 1/6/76
Renewal Date: 1/6/06

Trademark: IMAGES
Registration No.: 364,607
Registration Date: 1/19/90
Renewal Date: 1/19/05

Trademark: PORTRAITS
Registration No.: 364,653
Registration Date: 1/19/90
Renewal Date: 1/19/05

Trademark: PRIVATE COLLECTION PRIVEE DESIGN
Registration No.: 327,693
Registration Date: 5/15/87
Renewal Date: 5/15/02

Trademark: REGENCY
Registration No.: 327,694
Registration Date: 5/15/87
Renewal Date: 5/15/02

Trademark: SOFSHEEN
Registration No.: 216,188
Registration Date: 9/17/76
Renewal Date: 9/17/06

Trademark: SUNRISE
Registration No.: 391,054
Registration Date: 11/29/91
Renewal Date: 11/29/06

Trademark: TEX-MADE
Registration No.: UCA 25,271
Registration Date: N/A
Renewal Date: 4/18/07

Trademark: TEX-MADE & DESIGN
Registration No.: 174,431
Registration Date: 2/12/71
Renewal Date: 9/7/01

Trademark: TEX-MADE & MAPLE LEAF DESIGN
Registration No.: NFLD 3,146
Registration Date: N/A
Renewal Date: N/A

Trademark: TEXMADE
Registration No.: 223,463
Registration Date: 9/30/77
Renewal Date: 9/30/07

Trademark: TEXMADE & DESIGN
Registration No.: 223,582
Registration Date: 10/7/77
Renewal Date: 10/7/07

Trademark: TEXMADE & DESIGN
Registration No.: 7550A
Registration Date: 6/27/69
Renewal Date: 6/27/04

Trademark: TEXMADE & DESIGN
Registration No.: 46.488
Registration Date: 3/2/49
Renewal Date: 2/2/04

Trademark: TEXMADE & DESIGN
Registration No.: 75.897
Registration Date: 6/12/69
Renewal Date: 6/12/04

Trademark: TEXMADE & DESIGN
Registration No.: 14,082
Registration Date: N/A
Renewal Date: 7/3/04

Trademark: TEXMADE & DESIGN
Registration No.: B1,172,553
Registration Date: 3/31/82
Renewal Date: 3/31/03

Trademark: TEXMADE & DEVICE
Registration No.: A229,601
Registration Date: 6/10/69
Renewal Date: 6/10/04

Trademark: TRUPREST
Registration No.: 147,049
Registration Date: 9/9/66
Renewal Date: 9/9/11

Trademark: TRUPREST II
Registration No.: 219,981
Registration Date: 4/7/77
Renewal Date: 4/7/05

Trademark: WABASSO
Registration No.: 1124
Registration Date: 9/2/41
Renewal Date: N/A

Trademark: WABASSO
Registration No.: 1127
Registration Date: 9/2/41
Renewal Date: N/A

Trademark: WABASSO
Registration No.: 369
Registration Date: 11/12/41
Renewal Date: 5/25/02

Trademark: WABASSO
Registration No.: TMDA 14554
Registration Date: 3/11/1910
Renewal Date: 3/1/02

Trademark: WABASSO
Registration No.: 3695
Registration Date: N/A
Renewal Date: N/A

Trademark: WABASSO
Registration No.: 3696
Registration Date: 11/15/69
Renewal Date: N/A

Trademark: WABASSO
Registration No.: 88
Registration Date: 10/11/85
Renewal Date: N/A

Trademark: WABASSO
Registration No.: 89/1941
Registration Date: N/A
Renewal Date: N/A

Trademark: WABASSO & DESIGN
Registration No.: 1123991
Registration Date: 11/14/79
Renewal Date: 11/14/10

Trademark: WABASSO & RABBIT DESIGN
Registration No.: 119,331
Registration Date: 9/2/60
Renewal Date: 9/7/05

Trademark: WABASSO & RABBIT DESIGN
Registration No.: 99735
Registration Date: 11/12/79
Renewal Date: 11/12/10

Trademark: WABASSO CANADA & DESIGN
Registration No.: 168,971
Registration Date: 5/8/70
Renewal Date: 5/8/15

Trademark: WHITE RABBIT & MAPLE LEAF DESIGN
Registration No.: UCA 14,363
Registration Date: 12/7/40
Renewal Date: 6/7/01

Trademark: WOMAN & UMBRELLA DESIGN
Registration No.: 343,514
Registration Date: 8/5/55
Renewal Date: 8/5/03

**SPRINGS LICENSING GROUP, INC.
REGISTERED MARKS**

Trademark: ALMOST PERFECT
Registration No. 2,188,371
Registration Date: 9/8/98
Renewal Date: 9/8/08

Trademark: AMES
Registration No. 819,971
Registration Date: 12/6/66
Renewal Date: 12/6/06

Trademark: ANDRE
Registration No. 1,322,235
Registration Date: 2/26/85
Renewal Date: 2/6/05

Trademark: ANDRE RICHARD & DESIGN
Registration No. 1,313,474
Registration Date: 1/8/85
Renewal Date: 1/8/05

Trademark: BED TRENDS
Registration No. 1,899,909
Registration Date: 6/13/95
Renewal Date: 6/13/05

Trademark: BEDSHIRTS
Registration No. 2,149,782
Registration Date: 4/7/98
Renewal Date: 4/7/08

Trademark: BERKELEY
Registration No. 1,945,939
Registration Date: 1/2/96
Renewal Date: 1/2/06

Trademark: BERKELEY
Registration No. 2,009,538
Registration Date: 10/22/96
Renewal Date: 10/22/06

Trademark: CANDLE-MIST
Registration No. 797,298
Registration Date: 10/5/65
Renewal Date: 10/5/05

Trademark: CARDIGAN CUT OUTS & DESIGN
Registration No. 1,959,300
Registration Date: 2/27/96
Renewal Date: 2/27/06

Trademark: CASTLE BY DUNDEE "D" & design
Registration No. 1,379,221
Registration Date: 1/21/86
Renewal Date: 1/21/06

Trademark: CASTLE BY DUNDEE & design
Registration No. 1,513,614
Registration Date: 11/22/88
Renewal Date: 11/22/08

Trademark: CENTENNIAL
Registration No. 1,473,216
Registration Date: 1/19/88
Renewal Date: 1/19/08

Trademark: CLICK-IT
Registration No. 1,291,078
Registration Date: 8/21/84
Renewal Date: 8/21/04

Trademark: CLUB HOUSE
Registration No. 2,120,501
Registration Date: 12/9/97
Renewal Date: 12/9/07

Trademark: COLLAGE
Registration No. 1,822,823
Registration Date: 2/22/94
Renewal Date: 2/22/04

Trademark: COLLAGE
Registration No. 1,879,057
Registration Date: 2/14/95
Renewal Date: 2/14/05

Trademark: COLLAGE
Registration No. 1,924,369
Registration Date: 10/3/95
Renewal Date: 10/3/05

Trademark: COLLAGE
Registration No. 1,937,026
Registration Date: 11/21/95
Renewal Date: 11/21/05

Trademark: COLOR BY DESIGN
Registration No. 2,145,188
Registration Date: 3/17/98
Renewal Date: 3/17/08

Trademark: COLORSCAPES
Registration No. 2,302,128
Registration Date: 12/21/99
Renewal Date: 12/21/09

Trademark: COLOR STORIES
Registration No. 2,185,111
Registration Date: 8/25/98
Renewal Date: 8/25/08

Trademark: COLOR SYSTEM
Registration No. 1,361,990
Registration Date: 9/24/85
Renewal Date: 9/24/05

Trademark: COLORLUXE
Registration No. 2,035,958
Registration Date: 2/4/97
Renewal Date: 2/4/07

Trademark: COLORUPS
Registration No. 2,061,584
Registration Date: 5/13/97
Renewal Date: 5/13/07

Trademark: COROLLA
Registration No. 559,140
Registration Date: 5/20/52
Renewal Date: 5/20/02

Trademark: COTTON LUXURY
Registration No. 1,702,533
Registration Date: 7/21/92
Renewal Date: 7/21/02

Trademark: COUNTRY SUNSHINE
Registration No. 1,177,302
Registration Date: 11/10/81
Renewal Date: 11/10/01

Trademark: COUTURE COLLECTION
Registration No. 2,143,756
Registration Date: 3/10/98
Renewal Date: 3/10/08

Trademark: COZY CUFFS
Registration No. 2,137,790
Registration Date: 2/17/98
Renewal Date: 2/17/08

Trademark: CRYSTAL CLEAR
Registration No. 1,526,947
Registration Date: 2/28/89
Renewal Date: 2/28/09

Trademark: D & DESIGN
Registration No. 866,888
Registration Date: 3/18/69
Renewal Date: 3/18/09

Trademark: DAISY KINGDOM
Registration No. 1,831,385
Registration Date: 4/19/94
Renewal Date: 4/19/04

Trademark: DESERT BREEZE
Registration No. 2,120,623
Registration Date: 12/9/97
Renewal Date: 12/9/07

Trademark: DK HOME
Registration No. 2,179,984
Registration Date: 8/11/98
Renewal Date: 8/11/08

Trademark: DUNDEE
Registration No. 1,192,164
Registration Date: 3/16/82
Renewal Date: 3/16/02

Trademark: DUNDEE (plus heart design stylized)
Registration No. 1,495,851
Registration Date: 7/12/88
Renewal Date: 7/12/08

Trademark: DUNDEE (STYLIZED)
Registration No. 1,489,819
Registration Date: 5/31/88
Renewal Date: 5/31/08

Trademark: DUNDEE plus heart design
Registration No. 1,369,016
Registration Date: 11/5/85
Renewal Date: 11/5/05

Trademark: FINE LINES
Registration No. 1,693,098
Registration Date: 6/9/92
Renewal Date: 6/9/02

Trademark: FIREGARD
Registration No. 1,715,873
Registration Date: 9/15/92
Renewal Date: 9/15/02

Trademark: GO CASUAL
Registration No. 2,237,736
Registration Date: 4/6/99
Renewal Date: 4/6/09

Trademark: H2O BED
Registration No. 1,292,351
Registration Date: 8/28/84
Renewal Date: 8/24/04

Trademark: HOME AT LAST
Registration No. 1,750,193
Registration Date: 2/2/93
Renewal Date: 2/2/03

Trademark: JEWEL TOUCH
Registration No. 2,237,192
Registration Date: 4/6/99
Renewal Date: 4/6/09

Trademark: KINCAID & design
Registration No. 1,297,812
Registration Date: 9/25/84
Renewal Date: 9/25/04

Trademark: LITTLE TOT
Registration No. 877,475
Registration Date: 9/23/69
Renewal Date: 9/23/09

Trademark: LITTLE TOT
Registration No. 1,319,441
Registration Date: 2/12/85
Renewal Date: 2/12/05

Trademark: MICRO GUARD
Registration No. 2,239,201
Registration Date: 4/13/99
Renewal Date: 4/13/09

Trademark: MARDI GRAS
Registration No. 2,116,920
Registration Date: 11/25/97
Renewal Date: 11/25/07

Trademark: MICRO-GUARD
Registration No. 1,865,536
Registration Date: 12/6/94
Renewal Date: 12/6/04

Trademark: MONICA SAILS
Registration No. 2,044,662
Registration Date: 3/11/97
Renewal Date: 3/11/07

Trademark: NATURAL BEAUTY
Registration No. 2,111,367
Registration Date: 11/4/97
Renewal Date: 11/4/07

Trademark: NATURE TRAILS
Registration No. 1,189,365
Registration Date: 2/9/82
Renewal Date: 2/9/02

Trademark: PACIFIC
Registration No. 1,406,799
Registration Date: 8/26/86
Renewal Date: 8/26/06

Trademark: PACIFIC SILVERCLOTH
Registration No. 1,460,110
Registration Date: 10/6/87
Renewal Date: 10/6/07

Trademark: PALATIAL
Registration No. 1,535,366
Registration Date: 4/18/89
Renewal Date: 4/18/09

Trademark: PALENCIA
Registration No. 1,715,882
Registration Date: 9/15/92
Renewal Date: 9/15/02

Trademark: PREMIER
Registration No. 1,925,527
Registration Date: 10/10/95
Renewal Date: 10/10/05

Trademark: PRIMARY PIECES
Registration No. 2,171,509
Registration Date: 7/7/98
Renewal Date: 7/7/08

Trademark: PURE
Registration No. 1,930,026
Registration Date: 10/24/95
Renewal Date: 10/24/05

Trademark: QUILTERS ONLY
Registration No. 2,096,493
Registration Date: 9/16/97
Renewal Date: 9/16/07

Trademark: RAPIDRY (STYLIZED)
Registration No. 2,046,646
Registration Date: 3/18/97
Renewal Date: 3/18/07

Trademark: RED DIAMOND & design
Registration No. 852,355
Registration Date: 7/9/68
Renewal Date: 7/9/08

Trademark: REDI-FOL
Registration No. 567,194
Registration Date: 11/25/52
Renewal Date: 11/25/02

Trademark: REGISTRY
Registration No. 1,430,299
Registration Date: 2/24/87
Renewal Date: 2/24/07

Trademark: SHEER MIST
Registration No. 1,691,622
Registration Date: 6/9/92
Renewal Date: 6/9/02

Trademark: SIMPLYMADE
Registration No. 2,011,127
Registration Date: 10/22/96
Renewal Date: 10/22/06

Trademark: SOFT & NATURAL
Registration No. 2,157,840
Registration Date: 5/12/98
Renewal Date: 5/12/08

Trademark: SOFT ON KIDS
Registration No. 2,051,561
Registration Date: 4/8/97
Renewal Date: 4/8/07

Trademark: SOFT TO THE TOUCH
Registration No. 2,304,988
Registration Date: 12/28/99
Renewal Date: 12/28/09

Trademark: SOFT TOUCH
Registration No. 2,247,969
Registration Date: 5/25/99
Renewal Date: 5/25/09

Trademark: SOFTOUCH (STYLIZED)
Registration No. 1,196,281
Registration Date: 5/25/82
Renewal Date: 5/25/02

Trademark: SOFTRIMS
Registration No. 2,001,946
Registration Date: 9/17/96
Renewal Date: 9/17/06

Trademark: SOFTWEAR FOR BEDS
Registration No. 2,229,324
Registration Date: 3/2/99
Renewal Date: 3/2/09

Trademark: SPRINGKNIGHT
Registration No. 1,694,472
Registration Date: 6/16/92
Renewal Date: 6/16/02

Trademark: SPRINGMAID
Registration No. 1,822,946
Registration Date: 2/22/94
Renewal Date: 2/22/04

Trademark: SPRINGMAID
Registration No. 1,723,820
Registration Date: 10/13/92
Renewal Date: 10/13/02

Trademark: SPRINGMAID & DESIGN
Registration No. 799,930
Registration Date: 12/7/65
Renewal Date: 12/7/05

Trademark: SPRINGMAID & DESIGN
Registration No. 2,053,056
Registration Date: 4/15/97
Renewal Date: 4/15/07

Trademark: SPRINGMAID-WAMSUTTA
Registration No. 1,815,249
Registration Date: 1/4/94
Renewal Date: 1/4/04

Trademark: SPRINGS
Registration No. 1,854,448
Registration Date: 9/20/94
Renewal Date: 9/20/04

Trademark: SPRINGS & DESIGN
Registration No. 1,872,206
Registration Date: 1/10/95
Renewal Date: 1/10/05

Trademark: STAYMADE
Registration No. 1,826,956
Registration Date: 3/15/94
Renewal Date: 3/15/04

Trademark: STYLETUFT SHAPES
Registration No. 2,199,739
Registration Date: 10/27/98
Renewal Date: 10/27/08

Trademark: SUPERCALF
Registration No. 1,682,073
Registration Date: 4/7/92
Renewal Date: 4/7/02

Trademark: SUPERCALF PLUS
Registration No. 1,678,594
Registration Date: 3/10/92
Renewal Date: 3/10/02

Trademark: TENN-TUFT (STYLIZED)
Registration No. 511,737
Registration Date: 7/5/49
Renewal Date: 7/5/09

Trademark: TRE'MODE
Registration No. 1,741,379
Registration Date: 12/22/92
Renewal Date: 12/22/02

Trademark: ULTRACALF
Registration No. 1,705,082
Registration Date: 8/4/92
Renewal Date: 8/4/02

Trademark: W DESIGN
Registration No. 2,074,133
Registration Date: 6/24/97
Renewal Date: 6/24/07

Trademark: WAMSUTTA
Registration No. 1,909,067
Registration Date: 8/1/95
Renewal Date: 8/1/05

Trademark: WAMSUTTA
Registration No. 1,233,623
Registration Date: 4/5/83
Renewal Date: 4/5/03

Trademark: WAMSUTTA & DESIGN
Registration No. 1,233,624
Registration Date: 4/5/83
Renewal Date: 4/5/03

Trademark: WAMSUTTA & DESIGN
Registration No. 1,452,219
Registration Date: 8/11/87
Renewal Date: 8/11/07

Trademark: WAMSUTTA COMFORT SOFT COTTON
Registration No. 2,290,350
Registration Date: 11/2/99
Renewal Date: 11/2/09

Trademark: WAMSUTTA ELITE
Registration No. 1,955,966
Registration Date: 2/13/96
Renewal Date: 2/13/06

Trademark: WAMSUTTA ELITE
Registration No. 2,084,963
Registration Date: 7/29/97
Renewal Date: 7/29/07

Trademark: WAMSUTTA SELECT
Registration No. 2,085,000
Registration Date: 7/29/97
Renewal Date: 7/29/07

Trademark: WAMSUTTA SOFT COTTON
Registration No. 2,133,018
Registration Date: 11/11/97
Renewal Date: 11/11/07

Trademark: WAMSUTTA TRADITION
Registration No. 2,100,342
Registration Date: 9/23/97
Renewal Date: 9/23/07

Trademark: WAMSUTTA VERY SOFT COTTON
Registration No. 2,048,974
Registration Date: 4/1/97
Renewal Date: 4/1/07

Trademark: WE'RE SOFT ON BABIES
Registration No. 1,120,063
Registration Date: 6/12/79
Renewal Date: 6/12/09

Trademark: WELCOME TO THE WORLD
Registration No. 2,237,542
Registration Date: 4/6/99
Renewal Date: 4/6/09

Trademark: WONDERCALF
Registration No. 654,842
Registration Date: 11/19/57
Renewal Date: 11/19/07

**SPRINGS INDUSTRIES, INC.
REGISTERED TRADEMARKS**

Trademark: FAVORITE THINGS
Registration No.: 2,444,700
Registration Date: 4/17/01
Renewal Date: 4/17/11

Trademark: GIRL AND BOY DESIGN MARK
Registration No.: 2,146,115
Registration Date: 12/26/00
Renewal Date: 12/26/10

Trademark: HOME AT LAST
Registration No.: 2,444,679
Registration Date: 4/17/01
Renewal Date: 4/17/11

Trademark: NATURAL BASICS
Registration No.: 2,306,671
Registration Date: 1/4/00
Renewal Date: 1/4/10

Trademark: SOFT & EASY
Registration No.: 2,383,991
Registration Date: 9/5/00
Renewal Date: 9/5/10

Trademark: SOFTSPUN
Registration No.: 2,350,503
Registration Date: 5/16/00
Renewal Date: 5/16/10

Trademark: SPRINGMAID
Registration No.: 2,414,366
Registration Date: 12/19/00
Renewal Date: 12/10/10

Trademark: VERSAFIT
Registration No.: 2,306,516
Registration Date: 1/4/00
Renewal Date: 1/4/10

Trademark: WELCOME TO THE WORLD & DESIGN
Registration No.: 2,352,369
Registration Date: 5/23/00
Renewal Date: 5/23/10

**SPRINGS INDUSTRIES, INC.
PENDING TRADEMARKS**

Trademark: COMFORT BLEND
Serial No.: 75/814,395
App. Date: 10/4/99

Trademark: EGYPTIAN COMFORT
Serial No.: 75/830,823
App. Date: 10/25/99

Trademark: ENCORE COLLECTION
Serial No.: 75/857,068
App. Date: 11/23/99

Trademark: FAVORITE THINGS
Serial No.: 75/896,523
App. Date: 1/18/00

Trademark: FAVORITE THINGS
Serial No.: 75/900,990
App. Date: 1/20/00

Trademark: SIGNATURE BY WAMSUTTA
Serial No.: 75/772,067
App. Date: 8/9/99

Trademark: SIMPLY BABY
Serial No.: 75/539,329
App. Date: 8/20/98

Trademark: SPRINGMAID
Serial No.: 75/623,282
App. Date: 1/19/99

Trademark: SPRINGS BABY & DESIGN
Serial No.: 75/857,052
App. Date: 11/23/99

Trademark: W & WAMSUTTA (SUPERIMPOSED)
Serial No.: 75/598,458
App. Date: 11/30/98

Trademark: W & WAMSUTTA (UNDERNEATH)
Serial No.: 75/598,457
App. Date: 11/30/98

Trademark: WAMSUTTA
Serial No.: 75/560,228
App. Date: 9/28/98

Trademark: WAMSUTTA BABY & DESIGN
Serial No.: 75/863,309
App. Date: 12/3/99

Trademark: WAMSUTTA BEDROOM SOLUTIONS
Serial No.: 75/683,787
App. Date: 4/16/99

**SPRINGS WINDOW FASHIONS LP
REGISTERED MARKS**

Trademark: ALEXANDRIA
Registration No.: 2,237,620
Registration Date: 4/6/99
Renewal Date: 4/6/09

Trademark: AMERICAN MAID
Registration No.: 789,063
Registration Date: 5/4/65
Renewal Date: 5/4/05

Trademark: AUTOVUE
Registration No.: 2,219,484
Registration Date: 1/19/99
Renewal Date: 1/19/09

Trademark: BALI
Registration No.: 1,374,799
Registration Date: 12/10/85
Renewal Date: 12/10/05

Trademark: BALI & DESIGN
Registration No.: 1,335,578
Registration Date: 5/14/85
Renewal Date: 5/14/05

Trademark: BALI & DESIGN
Registration No.: 1,335,579
Registration Date: 5/14/85
Renewal Date: 5/14/05

Trademark: BALI BASICS
Registration No.: 1,296,356
Registration Date: 9/18/84
Renewal Date: 9/18/04

Trademark: BALI BLIND
Registration No.: 756,884
Registration Date: 9/17/63
Renewal Date: 9/17/03

Trademark: BALI CLASSICS
Registration No.: 1,310,086
Registration Date: 12/18/84
Renewal Date: 12/18/04

Trademark: BALI MICRO
Registration No.: 1,355,390
Registration Date: 8/20/85
Renewal Date: 8/20/05

Trademark: BALI ULTRA
Registration No.: 1,476,892
Registration Date: 2/16/88
Renewal Date: 2/16/08

Trademark: CASUAL CLASSICS
Registration No.: 2,237,525
Registration Date: 4/6/99
Renewal Date: 4/6/09

Trademark: CHALLENGE
Registration No.: 731,839
Registration Date: 5/22/62
Renewal Date: 5/22/02

Trademark: CONTRACK
Registration No.: 795,044
Registration Date: 8/31/65
Renewal Date: 8/31/05

Trademark: CORNERSTONE
Registration No.: 2,386,056
Registration Date: 9/12/00
Renewal Date: 9/12/10

Trademark: CRYSTALPLEAT
Registration No.: 1,631,633
Registration Date: 1/15/91
Renewal Date: 1/15/11

Trademark: CUSTOM CUT
Registration No.: 2,133,484
Registration Date: 1/27/98
Renewal Date: 1/27/08

Trademark: CUSTOMISER
Registration No.: 1,296,354
Registration Date: 9/18/84
Renewal Date: 9/18/04

Trademark: DAUPHINE
Registration No.: 1,910,103
Registration Date: 8/5/95
Renewal Date: 8/5/05

Trademark: DAYDREAM
Registration No.: 2,041,292
Registration Date: 2/25/97
Renewal Date: 2/25/07

Trademark: EASYUP
Registration No.: 1,160,967
Registration Date: 7/14/81
Renewal Date: 7/14/01

Trademark: ELEGANCE
Registration No.: 795,884
Registration Date: 9/14/65
Renewal Date: 9/14/05

Trademark: EVENPLEAT
Registration No.: 1,961,174
Registration Date: 3/5/96
Renewal Date: 3/5/06

Trademark: FASHION PLEAT
Registration No.: 1,363,420
Registration Date: 10/1/85
Renewal Date: 10/1/05

Trademark: FINE FURNITURE FOR WINDOWS
Registration No.: 2,196,764
Registration Date: 10/13/98
Renewal Date: 10/13/08

Trademark: FINELINES
Registration No.: 1,402,192
Registration Date: 7/22/86
Renewal Date: 7/22/06

Trademark: FIT AT HOME
Registration No.: 1,779,687
Registration Date: 6/29/93
Renewal Date: 6/29/03

Trademark: FRESCO
Registration No.: 2,215,187
Registration Date: 12/29/98
Renewal Date: 12/29/08

Trademark: G-71 SUPER-VUE
Registration No.: 1,284,322
Registration Date: 7/3/84
Renewal Date: 7/3/04

Trademark: G-71 SUPER-VUE
Registration No.: 1,999,557
Registration Date: 9/10/96
Renewal Date: 9/10/06

Trademark: GRABER
Registration No.: 980,822
Registration Date: 3/26/74
Renewal Date: 3/26/04

Trademark: GRABER & NEW DESIGN
Registration No.: 2,063,143
Registration Date: 5/20/97
Renewal Date: 5/20/07

Trademark: GRABERLITE
Registration No.: 1,747,138
Registration Date: 1/19/93
Renewal Date: 1/19/03

Trademark: IRON ARTISTRY
Registration No.: 2,129,417
Registration Date: 1/13/98
Renewal Date: 1/13/08

Trademark: MAESTRO
Registration No.: 2,180,010
Registration Date: 8/11/98
Renewal Date: 8/11/08

Trademark: NANIK
Registration No.: 1,135,161
Registration Date: 5/13/80
Renewal Date: 5/13/10

Trademark: NANIK
Registration No.: 1,388,028
Registration Date: 4/1/86
Renewal Date: 4/1/06

Trademark: NANIK & DESIGN
Registration No.: 1,286,828
Registration Date: 7/24/84
Renewal Date: 7/24/04

Trademark: NANIK NATURALS
Registration No.: 1,992,453
Registration Date: 8/13/96
Renewal Date: 8/13/06

Trademark: NATURE'S PORTRAIT
Registration No.: 2,153,099
Registration Date: 4/21/98
Renewal Date: 4/21/08

Trademark: NEAT PLEAT
Registration No.: 1,763,697
Registration Date: 4/6/93
Renewal Date: 4/6/03

Trademark: NEO
Registration No.: 2,037,732
Registration Date: 2/11/97
Renewal Date: 2/11/07

Trademark: ONE TOUCH
Registration No.: 1,875,960
Registration Date: 1/24/95
Renewal Date: 1/24/05

Trademark: OPTIX
Registration No.: 1,280,763
Registration Date: 6/5/84
Renewal Date: 6/5/04

Trademark: PINNACLE
Registration No.: 1,576,419
Registration Date: 1/9/90
Renewal Date: 1/9/10

Trademark: RIDGEWOOD
Registration No.: 1,945,522
Registration Date: 1/2/96
Renewal Date: 1/2/06

Trademark: SIMPULL
Registration No.: 1,994,705
Registration Date: 8/20/96
Renewal Date: 8/20/06

Trademark: SOFT TOUCH
Registration No.: 2,216,657
Registration Date: 1/5/99
Renewal Date: 1/5/09

Trademark: SOFTONES
Registration No.: 1,296,355
Registration Date: 9/18/84
Renewal Date: 9/18/04

Trademark: SOLITAIRE
Registration No.: 2,109,744
Registration Date: 10/28/97
Renewal Date: 10/28/07

Trademark: SUNGLASSES FOR WINDOWS
Registration No.: 1,454,283
Registration Date: 8/25/87
Renewal Date: 8/25/07

Trademark: THE SHUTTERY
Registration No.: 1,472,299
Registration Date: 1/12/88
Renewal Date: 1/12/08

Trademark: THE SHUTTERY & DESIGN
Registration No.: 1,462,814
Registration Date: 10/27/87
Renewal Date: 10/27/07

Trademark: THE SHUTERY (STYLIZED)
Registration No.: 1,458,358
Registration Date: 9/22/87
Renewal Date: 9/22/07

Trademark: TIMBERLINE
Registration No.: 1,945,534
Registration Date: 1/2/96
Renewal Date: 1/2/06

Trademark: ULTRA NEAT PLEAT
Registration No.: 1,735,712
Registration Date: 11/24/92
Renewal Date: 11/24/02

Trademark: WINDSWEPT
Registration No.: 1,683,812
Registration Date: 4/21/92
Renewal Date: 4/21/02

Trademark: WOOD WINDOW FURNITURE
Registration No.: 1,546,447
Registration Date: 7/4/89
Renewal Date: 7/4/09

Trademark: WOODLINES
Registration No.: 2,061,209
Registration Date: 5/13/97
Renewal Date: 5/13/07

SPRINGS WINDOW FASHIONS LP
PENDING TRADEMARKS

Trademark: CASCADE
Serial No.: 75/899,306
App. Date: 1/19/00

Trademark: DEFINING WINDOW FASHION
Serial No.: 75/800,785
App. Date: 9/15/99

Trademark: DURAFLEX
Serial No.: 75/641,080
App. Date: 2/16/99

Trademark: DURAVUE
Serial No.: 75/641,050
App. Date: 2/16/99

Trademark: PERFECT-VUE
Serial No.: 75/623,281
App. Date: 1/19/99

Trademark: SMARTILT
Serial No.: 76/131,081
App. Date: 9/19/00

Trademark: SMARTLIFT
Serial No.: 76/131,082
App. Date: 9/19/00

Trademark: STRUCTURES
Serial No.: 75/734,839
App. Date: 6/23/99

Trademark: SURECLOSE
Serial No.: 75/284,832
App. Date: 5/1/97

Trademark: SURETIGHT
Serial No.: 75/325,271
App. Date: 7/16/97

**SPRINGS LICENSING GROUP, INC.
PENDING TRADEMARKS**

Trademark: DESIGNER'S SKETCHBOOK
Serial No.: 76/058326
App. Date: 5/26/00

Trademark: GUEST BED
Serial No.: 76/248978
App. Date: 4/30/01

Trademark: OLYMPIC QUEEN
Serial No.: 76/140923
App. Date: 10/4/00

Trademark: OXFORD BY DUNDEE
Serial No.: 76/180565
App. Date: 12/13/00

Trademark: PACIFIC
Serial No.: 76/226,686
App. Date: 3/19/01

Trademark: SPRINGMAID
Serial No.: 76/034,645
App. Date: 4/27/00

Trademark: SPRINGMAID
Serial No.: 76/127764
App. Date: 9/13/00

Trademark: TEACH ME TO SEW
Serial No.: 76/029,772
App. Date: 4/19/00

Trademark: TENDER BEGINNINGS & DESIGN
Serial No.: 75/908,700
App. Date: 2/2/00

Trademark: WAMSUTTA
Serial No.: 76/034,646
App. Date: 4/27/00

Trademark: WILD THINGS
Serial No.: 76/166,342
App. Date: 11/16/00

**SPRINGS WINDOW FASHIONS LP
PENDING TRADEMARKS**

Trademark: CASCADE
Serial No.: 75/899,306
App. Date: 1/19/00

Trademark: DEFINING WINDOW FASHION
Serial No.: 75/800,785
App. Date: 9/15/99

Trademark: DURAFLEX
Serial No.: 75/641,080
App. Date: 2/16/99

Trademark: DURAVUE
Serial No.: 76/226,689
App. Date: 3/19/01

Trademark: PERFECT-VUE
Serial No.: 75/623,281
App. Date: 1/19/99

Trademark: SHEER ENCHANTMENT
Serial No.: N/A
App. Date: 5/15/01

Trademark: SHEER INSPIRATION
Serial No.: N/A
App. Date: 4/30/01

Trademark: SMARTILT
Serial No.: 76/131081
App. Date: 9/19/00

Trademark: SMARTLIFT
Serial No.: 76/131082
App. Date: 9/19/00

Trademark: STRUCTURES
Serial No.: 75/734,839
App. Date: 6/23/99

Trademark: SURECLOSE
Serial No.: 75/284,832
App. Date: 5/1/97

Trademark: SURETIGHT
Serial No.: 75/325,271
App. Date: 7/16/97

Trademark: TIMELESS CREATIONS
Serial No.: N/A
App. Date: 4/30/01

AMERICAN FIBER INDUSTRIES, LLC
PENDING TRADEMARKS

Trademark: DEEP POCKETS
Serial No.: 75/522,440
App. Date: 7/20/98

Trademark: FABRICS BY DESIGN – BODY PILLOW
Serial No.: 76/062560
App. Date: 6/5/00

Trademark: THE JUMBO PILLOW
Serial No.: 76/062562
App. Date: 6/5/00

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**REGAL RUGS, INC.
PENDING TRADEMARKS**

Trademark: REGAL
Serial No.: 75/906,209
App. Date: 1/31/00

Trademark: REGAL DESIGN STUDIO
Serial No.: 75/641,077
App. Date: 2/16/99

**SPRINGS CANADA, INC.
PENDING TRADEMARKS**

Trademark: GO CASUAL
Serial No.: 872764
App. Date: 3/19/98

Trademark: HOME AT LAST
Serial No.: 872757
App. Date: 3/19/98

Trademark: MY PLACE
Serial No.: 1038517
App. Date: 12/6/99

Trademark: ME SPACE
Serial No.: 1038516
App. Date: 12/6/99

Trademark: SIMPLY LIVING
Serial No.: 1021065
App. Date: 7/5/99

Trademark: SOFT ON KIDS
Serial No.: 872 758
App. Date: 3/19/98

Trademark: SPRINGMAID SUPREMELY SOFT
Serial No.: 1021066
App. Date: 7/5/99

Trademark: TRANQUILITY
Serial No.: 1021067
App. Date: 7/5/99

Trademark: WABASSO
Serial No.: 1035874
App. Date: 11/12/99

Trademark: WABASSO EXTREME STYLE
Serial No.: 8910303
App. Date: 9/24/98

Trademark: WABASSO IN STYLE
Serial No.: 891304
App. Date: 9/24/98

Schedule VI

Excluded Assets

The following Measuring Fund Accounts:

1. The JPM Institutional Prime Money Market Fund
2. The JPM Institutional Bond Fund
3. The JPM Institutional SmartIndex Fund
4. The JPM Institutional U.S. Small Company Fund
5. The JPM Institutional International Equity Fund
6. Balanced Fund (comprised of the following funds):
 - a. The JPM Institutional Disciplined Equity Fund (60%)
 - b. The JPM Institutional Bond Fund (40%)

Schedule VII

FILOT Leases

1. Lease agreement dated as of November 1, 1998, between Griffin-Spalding County Development Authority and Springs Industries, Inc.
2. Lease agreement dated as of November 1, 1999, between Hart County Industrial Building Authority and Springs Industries, Inc.
3. Lease agreement dated as of December 1, 1996, between York County, South Carolina and Springs Industries, Inc.
4. Lease agreement dated as of December 1, 1996, between Lancaster County, South Carolina and Springs Industries, Inc.
5. Lease agreement dated as of December 1, 1996, between Chester County, South Carolina and Springs Industries, Inc.
6. Lease agreement dated as of December 1, 1996, between Spartanburg County, South Carolina and Springs Industries, Inc.

PERFECTION CERTIFICATE

Reference is made to the Credit Agreement dated as of September 5, 2001 (as amended, amended and restated supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), The Chase Manhattan Bank, as Administrative Agent and Collateral Agent, and the other agent banks party thereto. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the Security Agreement referred to therein, as applicable.

The undersigned, a Financial Officer of the Borrower, hereby certifies to the Collateral Agent and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the organizational number of each Grantor that is a registered organization:

(f) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(b) The jurisdiction of formation of each Grantor that is a registered organization is set forth opposite its name below:

<u>Grantor</u>	<u>Jurisdiction</u>
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(c) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts (with each location at which chattel paper, if any, is kept being indicated by an "*"):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(d) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(e) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(f) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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3. Ordinary Transactions. All Accounts have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. File Search Reports. File search reports have been obtained from each Uniform Commercial Code filing office identified with respect to such Grantor in Section 2 hereof, and such search reports reflect no liens against any of the Collateral other than those permitted under the Credit Agreement.

5. UCC Filings. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction identified with respect to such Grantor in Section 2(a) or 2(b) hereof.

6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. Filing Fees. All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid.

8. Stock Ownership and other Equity Interests. Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interest of the Subsidiaries and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 8 is each equity investment of the Borrower and the Subsidiaries that represents 50% or less of the equity of the entity in which such investment was made.

9. Debt Instruments. Attached hereto as Schedule 9 is a true and correct list of all promissory notes and other evidence of indebtedness held by the Borrower and the Subsidiaries, including all intercompany notes between any of the Borrower and the Subsidiaries.

10. Advances. Attached hereto as Schedule 10 is (a) a true and correct list of all advances made by the Borrower to any Subsidiary or any Subsidiary to the Borrower or any other Subsidiary (other than those identified on Schedule 9), which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary.

11. Intellectual Property. Attached hereto as Schedule 11(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by any Grantor. Attached hereto as Schedule 11(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by any Grantor.

12. Commercial Tort Claims. Attached hereto as Schedule 12 is a true and correct list of commercial tort claims held by any Grantor, including a brief description thereof.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on this
5th day of September 2001.

SPRINGS INDUSTRIES, INC.,

by

Name:

Title: Financial Officer

SUPPLEMENT NO. [] dated as of [], to the Security Agreement dated as of September 5, 2001, among SPRINGS INDUSTRIES, INC., a South Carolina corporation, each of the subsidiaries of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of September 5, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "Issuing Bank"), and the other agent banks party thereto and (b) the Guarantee Agreement dated as of September 5, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 6.15 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the

Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. This supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it in care of the Borrower at the Borrower's address as set forth in Section 9.01 of the Credit Agreement.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name of New Grantor],

by

Name:
Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by

Name:
Title:

LOCATION OF COLLATERAL

Description

Location