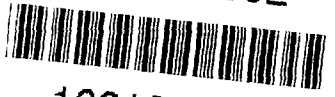


5-30-02

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102106041

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Wachovia Bank, N.A. **5-30-02**

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

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

2. Name and address of receiving party(ies)
Name: Cross Creek Apparel, LLC
Internal Address: _____
Street Address: Highway 52 South
City: Mt. Airy State: NC Zip: 27030

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

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

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

Execution Date: 4/17/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1240419,
1247738

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Natalie Lewis - Paralegal
Internal Address: Hunton & Williams
600 Peachtree Street, Suite 4100
Atlanta, GA 30308
Street Address: _____
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Jeffrey Handler, Esq. Jeff Handler 5/23/02
Name of Person Signing Signature Date
DBYRME 00000134 1240419

Total number of pages including cover sheet, attachments, and document: 6

05/30/2002
01 FC:481
02 FC:482

40.00
25.00

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

TRADEMARK
REEL: 002515 FRAME: 0381

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of April 17, 2002, from Wachovia Bank, N.A. as Collateral Agent for the Secured Parties under the Guarantee and Collateral Agreement, dated as of December 14, 2001 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), (the "Agent"), to Cross Creek Apparel, LLC, a North Carolina limited liability company (the "Obligor"), a North Carolina limited liability company with its principal place of business located at Highway 52 South, Mt. Airy, NC 27030.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Notice and Confirmation of Grant of Security Interest in Trademark Rights dated as of March 6, 2002, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 8, 2002, at Reel 2462 and Frame 0261; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

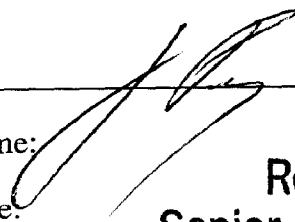
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WACHOVIA BANK, N.A.

By: _____

Name:

Title:



Roger Pelz
Senior Vice President

096900-0010-08513-NY03.2167389.1

096900-0010-08513-NY03.2167389.1

TRADEMARK
REEL: 002515 FRAME: 0384

STATE OF N.C.)
)
COUNTY OF Mecklenburg

ss.:

On the [17] day of April 2002, before me personally came Roger Pelz who is personally known to me to be the Senior Vice President of Wachovia Bank, N.A.; who, being by me duly sworn, did depose and say that he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Alice H. Snow

Notary Public

My Commission Expires April 4, 2003

(PLACE STAMP AND SEAL ABOVE)

Schedule A

Trademarks

Grantor	Mark	Class	Registration Date	Registration No.
Cross Creek Apparel, LLC	Quality Mills and design	25	05/31/1983	1240419
Cross Creek Apparel, LLC	Recherche	42	08/09/1983	1247738