

10-28-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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

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Tab settings ⇌ ⇌ ⇌

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

20-82-01

1. Name of conveying party(ies):  
BANK OF AMERICA, N.A. , as Collateral Agent

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: FIELDCREST CANNON, INC.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: One Lake Circle Drive  
City: Kannapolis State: NC Zip: 28081

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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

RECEIVED PMA  
2002 OCT 28 AM 10:01  
ASSIGNMENT'S DIV

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

Execution Date: 5/24/02

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
N/A

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_  
748703, 1931681

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Helen M. Linehan  
 Internal Address: \_\_\_\_\_  
Otterbourg, Steindler, Houston & Rosen, P.C.  
 Street Address: 230 Park Avenue  
 City: New York State: NY Zip: 10169

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.  
HELEN M. LINEHAN  
 Name of Person Signing

Helen M. Linehan  
 Signature

10/25/02  
 Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK  
REEL: 002604 FRAME: 0739

## RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed this 24<sup>th</sup> day of May, 2002, by Bank of America, N.A., as Collateral Agent and has reference to the following facts:

WHEREAS, Pillowtex Corporation ("Borrower"), Bank of America, N.A., as Administrative Agent (successor by merger to NationsBank, N.A. formerly known as NationsBank of Texas, N.A.) ("Agent") and certain Lenders named therein entered into an Amended and Restated Credit Agreement on or about December 19, 1997 (as such agreement may have been amended modified, supplemented or restated from time to time, the "Revolving Credit Agreement");

WHEREAS, Borrower, Agent and certain Lenders named therein entered into a Term Credit Agreement on or about December 19, 1997 (as such agreement may have been amended modified, supplemented or restated from time to time, the "Term Credit Agreement" and together with the Revolving Credit Agreement, collectively, the "Credit Agreements");

WHEREAS, in connection with the Credit Agreements and the transactions related thereto, Agent, as collateral agent for itself and the Lenders, was granted a security interest in all of the patents, patent applications, trademarks, trademark applications and all books and records evidencing or containing information regarding or otherwise pertaining to any of the foregoing of Fieldcrest Cannon, Inc. ("Grantor") as set forth on Schedule I annexed hereto (collectively, the "IP Collateral") under that certain Intellectual Property Security Agreement and Assignment (as may have been amended, supplemented, modified, or restated from time to time), dated as of December 19, 1997 (the "IP Agreement") and by that certain instrument recorded with the United States Patent and Trademark Office on January 13, 1998, Reel 1682, Frame 0060; and

WHEREAS, Agent now wishes to release such security interest and liens.

NOW THEREFORE, Agent represents and agrees as follows:

1. Agent hereby releases, cancels and terminates all of its right, title and interest in and to the IP Collateral, including its security interest in and liens on all other rights with respect to the IP Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the IP Collateral.
2. Agent represents that it has not exercised any of the rights with respect to the IP Collateral available to it under the instrument granting it a security interest. Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the IP Collateral, and that it has not used or sublicensed any of the IP Collateral.
3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate and reconvey the irrevocable rights in the IP Collateral conveyed to Agent.
4. Agent agrees that hereafter it will not take any action with respect to the IP Collateral.

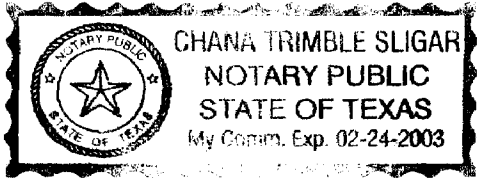
IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BANK OF AMERICA, N.A., as Collateral Agent

By: William E. Livingstone, IV  
William E. Livingstone, IV  
Managing Director

STATE OF TEXAS                   §  
  §        ss:  
COUNTY OF DALLAS           §

On the 24<sup>th</sup> day of May, 2002, before me personally appeared William E. Livingstone, IV a MANAGING DIR. OF Bank of America, N.A., the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.



[SEAL]

Chana Trimble Sligar  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

# SCHEDULE I

## Intellectual Property Collateral

### Registered Trademarks

<b>Registered Trademark</b>	<b>Registration No.</b>	<b>Date Registered</b>	<b>Int'l Class Covered</b>	<b>Description</b>
St. Mary's (Stylized)	748,703	4/30/63	9	Automatic electric blankets
Ultra Velvet	1,931,681	10/31/95	24	Towels, washcloths, bedspreads, fabric table covers, linens and fabric napkins, draperies and curtains, pillow shams, sheets and pillowcases, dust ruffles, blankets, dust covers, fabric bath mats, fabric commode lid covers, commode tank sets consisting of tank, lid and seat covers made from fabrics, shower curtains and fabric placemats

### Trademark Applications

None

### Patents

None

### Patent Applications

None

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9766-714 05/22/2002

RECORDED: 10/28/2002

TRADEMARK  
REEL: 002604 FRAME: 0742