

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	License Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BI Properties I, Inc,		05/31/2002	CORPORATION: DELAWARE
Burlington Industries, Inc.		05/31/2002	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Springs Industries, Inc.
Street Address:	205 N. White Street
Internal Address:	P.O. Box 70
City:	Fort Mill
State/Country:	SOUTH CAROLINA
Postal Code:	29715
Entity Type:	CORPORATION: SOUTH CAROLINA

**PROPERTY NUMBERS Total: 4**

Property Type	Number
Registration Number:	2434514
Registration Number:	2545029
Registration Number:	507505
Registration Number:	998002

**CORRESPONDENCE DATA**

Fax Number: (704)444-1111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704-444-1000  
 Email: bmdavis@alston.com  
 Correspondent Name: Brian M. Davis  
 Address Line 1: 101 South Tryon Street, Suite 4000

OP \$115.00 2434514

Address Line 2: Bank of America Plaza  
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:

Brian M. Davis

**Total Attachments: 14**

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## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "Agreement") is entered into as of May 31, 2002, by and among BI PROPERTIES I, INC., a Delaware corporation, and BURLINGTON INDUSTRIES, INC., a Delaware corporation (hereinafter collectively referred to as "Licensor"), and SPRINGS INDUSTRIES, INC., a South Carolina corporation (collectively with all of its direct and indirect wholly-owned subsidiaries, hereinafter referred to as "Licensee").

WHEREAS, pursuant to certain commercial usages and trade name and trademark registrations, Licensor (i) is the sole and exclusive owner of the trade name "Burlington" used by Licensor to identify a variety of its textile businesses, including its bedding and window covering businesses, and (ii) is the sole and exclusive owner of the trademarks "BURLINGTON HOUSE®," "BURLINGTON HOUSE®" with the Licensor's WEAVE LOGO mark or design, "AMERICAN LIFESTYLE®" and BH (stylized)® (such trademarks hereinafter being referred to as the "Licensed Marks" and more specifically described on the attached Schedule I) for use in any and all consumer interior furnishings products (other than mattresses, upholstered furniture and floor coverings (other than bath and area rugs)) for use in the home (collectively, the "Field"). Licensor also utilizes the Licensed Marks for a broad range of other products supplied by Licensor *inter alia* to the apparel, institutional, commercial and hospitality markets, which products are subject to Licensor's program of quality control, and which use is covered by certain trademark registrations; and

WHEREAS, Licensor and Licensee are parties to an Asset Purchase Agreement dated March 11, 2002 (the "Purchase Agreement"), pursuant to which Licensor and Licensee have agreed to the purchase by Licensee of certain of the assets constituting Licensor's "Business" (as defined in the Purchase Agreement), and pursuant to which Licensor and Licensee have agreed to Licensor's grant to Licensee of a license to use the Licensed Marks on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extent of Grant.

(a) Except for the third party licenses provided for in Section 1(c) below, Licensor grants to Licensee a nontransferable, exclusive license to use, display, affix and advertise the Licensed Marks for the periods and subject to the provisions and conditions of this Agreement, on and in connection with the making and/or selling of consumer products in the Field, hereinafter referred to as "Products," which Products are made and sold, or are acquired to be sold, by Licensee, Licensee's customers, and their respective customers. The forgoing license includes, without limitation, the specific rights of: (i) Licensee to market Products in the Field via the Internet using the Licensed Marks; (ii) Licensee's customers and their customers to resell Products under the Licensed Marks; (iii) Licensee's agents or contractors to manufacture Products for Licensee that will be sold by Licensee under the Licensed Marks; (iv) Licensee's agents or contractors to produce marketing materials bearing the Licensed Marks for Licensee's use in marketing Products under the Licensed Marks; and (v) Licensee to use, display, affix, advertise and sell Products using the Licensed Marks in association with other marks to which Licensee has rights. The forgoing license does not include any right by Licensee or its customers to use, display, affix and advertise the "BURLINGTON HOUSE®" mark with the WEAVE LOGO mark on and in connection with the making and/or selling of bath rugs or area rugs; provided, however, that if Licensor on a future date ever reacquires the right to include a license to the "BURLINGTON HOUSE®" mark with the WEAVE LOGO mark for use in association with area rugs or bath rugs then Licensor and Licensee shall, without additional consideration to Licensor for such

inclusion, execute an appropriate addendum to this Agreement including such license within this Agreement. The Licensed Marks may be used on any Products sold by Licensee anywhere in the Western Hemisphere (the geographic area covered by the license hereunder as may be modified pursuant to Sections 10(a) and (b), the "Territory"), which Products must meet the quality standards of Licensor herein set forth. Licensee is expressly prohibited from using the Licensed Marks on Products manufactured outside of the Territory unless such Products will be sold in the Territory. Licensee shall be entitled to manufacture Products outside the Territory solely for sale within the Territory. Products sold by Licensee that use or incorporate the Licensed Marks are hereinafter referred to as the "Licensed Products."

(b) It is expressly understood and agreed and Licensee hereby acknowledges that this grant does not convey any right or license to Licensee or any of its successors or permitted assigns (i) to use any domain name including the text strings "burlingtonhouse" or "americanlifestyle"; (ii) to use the "BURLINGTON HOUSE®" mark other than in association with the WEAVE LOGO mark or (iii) to use the trade name or trademark "BURLINGTON®," or the trademarks "BURLINGTON HOUSE®" or "AMERICAN LIFESTYLE®," on, or in connection with, any kind or class of products, except as specifically provided in this Agreement in accordance with the provisions hereof; provided, however, that if Licensor determines, at any time during the term of this Agreement, to grant any right or license to use any of the Licensed Marks outside of the Territory and in the Field, for a thirty-day period prior to any such grant Licensor agrees to discuss with Licensee its intentions to determine if there are mutually advantageous arrangements with respect to such proposed license grant which Licensor and Licensee wish to consider together; provided, however, following the termination of such thirty-day period Licensor and Licensee may continue to participate in such discussions, each in its sole discretion, and without any obligation to reach any understanding with respect thereto, in which case Licensor would be free to proceed with such licensing arrangement without the participation of Licensee.

(c) Licensor covenants that, with the exception of (i) a single third party selling bath rugs and area rugs using the "BURLINGTON HOUSE®" mark in combination with the WEAVE LOGO mark, (ii) a party selling table linens, napkins and related products and (iii) a party selling picture frames, in each case under a license from Licensor (collectively, the "Third Party Licenses"), neither Licensor nor any affiliate, nor any other party holding a license from Licensor (any such party, a "Burlington Third Party Licensee"), will sell any product in the Field, directly or indirectly, in the Territory utilizing the Licensed Marks ("In-Territory Infringing Uses"). Licensor will defend, indemnify and hold harmless Licensee against any damages, excluding punitive damages resulting from actions taken by Burlington Third Party Licensees, arising from In-Territory Infringing Uses. Licensor covenants to terminate each Third Party License (except the license described in clause 1(c)(i) above) as soon as reasonably practicable and in no event later than 90 days after the date hereof. Licensor further covenants to, at its sole expense, take all actions necessary to prevent infringing sales of products in the Field utilizing the Licensed Marks in the Territory at any time that this license is in effect, such actions to include, without limitation, (i) the investigation by Qualified Trademark Counsel of all allegations of which Licensor is aware that a third party is infringing the Licensed Marks in the Territory during the duration of the license and, (ii) the initiation and prosecution of legal action against third parties which, in the opinion of Qualified Trademark Counsel engaged by Licensor, are infringing the Licensed Marks in the Territory during the duration of the license if Licensor is unable to make such infringement cease within ninety (90) days after becoming aware of such infringing acts. For the purposes of this Agreement, the term "Qualified Trademark Counsel" shall mean a partner practicing in an established law firm having an established practice of trademark prosecution and/or trademark litigation.

(d) Licensor further covenants that, for so long as the licenses granted in this Agreement remain in effect: (i) Licensor will continue to present Licensed Products in the Field on web sites owned, operated, or controlled by Licensor (collectively, "Licensor's Web Sites"), such presentation

to be at least as comprehensive and prominent as presentation of (A) Licensed Products is currently on Licensor's Web Sites and (B) products that are outside the Field or Territory and bearing the Licensed Marks at any time during the term of this Agreement; and (ii) Licensor shall work with Licensee promptly and in good faith to create and maintain mutually agreeable technical measures (including, without limitation, seamless links) that direct viewers of Licensor's Web Sites requesting information about Licensed Products in the Field to web sites owned, operated or controlled by Licensee.

(e) Licensee will be entitled to sublicense its rights and obligations under this Agreement to: (i) joint ventures with S.A.C.I. Falabella or Coteminas-Companhia De Tecidos Norte De Minas; (ii) any joint venture in which Licensee owns a 50% or greater interest and in which Licensee has actual control; and (iii) any other joint venture of Licensee, subject to the prior written consent of Licensor, which consent will not be unreasonably withheld or delayed (any such party to whom Licensee sublicenses its rights and obligations hereunder, a "Sublicensee"). Licensee agrees that prior to granting any sublicense it will require the Sublicensee to execute a sublicense agreement the substantive terms of which are in substantial conformity with the terms of this Agreement. For the purpose of verifying that any such sublicense agreement complies with the foregoing requirement, Licensor shall be entitled to approve the form of any such sublicense agreement prior to its execution, provided that such approval shall not be unreasonably withheld, and provided, further, that if Licensor does not object to the form of any such sublicense agreement within four (4) weeks after its receipt thereof, such sublicense agreement shall be deemed approved by Licensor. Licensor and Licensee will cooperate to establish appropriate procedures regarding compliance by any Sublicensee with the obligations of Licensee herein.

(f) Licensee covenants that neither Licensee nor any affiliate, nor any other party holding a license from Licensee (any such other party, a "Springs Third Party Licensee"), will sell any product in the Field, directly or indirectly, outside the Territory utilizing the Licensed Marks ("Extra-Territory Infringing Uses"). Licensee will defend, indemnify and hold harmless Licensor against any damages, excluding punitive damages resulting from actions taken by Springs Third Party Licensees, arising from Extra-Territory Infringing Uses.

## 2. Proper Usage of the Licensed Marks.

(a) Licensee agrees to use the Licensed Marks in accordance with good trademark practices and shall not use or knowingly permit its customers to use the Licensed Marks to Licensor's detriment or to the detriment of the Licensed Marks. All labels, advertising, promotional and other usage of the Licensed Marks by Licensee and its customers, contractors and agents shall be in good taste, free of illustrations, statements or implications which may be considered immoral or offensive by prevailing standards of public acceptability. Licensee shall also state on the Licensed Products that each of the Licensed Marks is a registered trademark and that Licensee is authorized to use such Licensed Mark under license agreement from Burlington Industries, Inc. and BI Properties I Inc. If Licensor determines that usage of the Licensed Marks is in violation of the terms and conditions of this Section 2, Licensor shall provide written notification to Licensee of such determination, upon the receipt of which Licensee shall promptly discontinue or correct any improper, incorrect or objectionable usage in violation of the terms and conditions of this Section 2.

(b) Licensor shall not incur any expenses for which Licensee is responsible related to marketing, advertising and promotion of the Licensed Products.

(c) All existing registrations and applications for registrations covering use of the Licensed Marks in the Territory in the Field that are owned by Licensor are set forth on the attached Schedule II. Licensee and Licensor mutually undertake to render any and all assistance reasonably required in connection with (i) the procurement by Licensor, at Licensee's sole expense, of any further

registrations of the Licensed Marks in the Territory which Licensee may wish the Licensor to obtain, and the preparation of any related registered user agreements, (ii) the maintenance by Licensor, at Licensor's sole expense, of existing registrations and (iii) the preparation, at the equally shared expense of Licensor and Licensee, of any related registered user agreements. Any cost incurred by Licensee pursuant to Section 2(c)(i) above shall be credited against any paid up license fee, if any, owed by Licensee pursuant to Section 10 below or refunded to Licensee upon termination of the licenses granted herein.

(d) Licensee shall immediately discontinue any use, display, advertising or promotion of the Licensed Marks that directly or indirectly includes a false, exaggerated, non-representative or misleading claim relating to the Licensed Products, or to their quality specifications and standards, or to performance of the Licensed Products. Licensor, in its discretion, may request Licensee to cease and desist or revise any such objectionable use, display, advertising or promotion, and Licensee shall promptly comply with all such requests or, at Licensee's discretion, provide evidence satisfactory to Qualified Trademark Counsel engaged by Licensor that the claim in question is not false, exaggerated, non-representative or misleading.

### 3. Maintenance of Quality Standards for the Products.

(a) The Licensed Products to be marketed by Licensee shall be of a quality commensurate with the average quality of Products previously marketed by Licensor under the Licensed Marks up to the date hereof. For the avoidance of doubt, new Licensed Products introduced by Licensee after the date hereof shall be deemed to satisfy Licensor's quality standards if such products meet or exceed the average quality of similar Products marketed by Licensor up to the date hereof. Notwithstanding the provisions of this Section 3(a), Licensee may sell off-quality or irregular Licensed Products as long as the packaging for such Licensed Product is clearly marked as being off-quality or irregular.

(b) In order to enable Licensor to determine whether the Licensed Products to be marketed by Licensee adhere to the standards of quality required by this Agreement:

(i) Licensee agrees to furnish to Licensor, upon Licensor's request but no more frequently than semi-annually without good cause by Licensor, representative samples of the Licensed Products being or proposed to be manufactured or sold by Licensee. In the event that Licensor does not object to the sale of such Licensed Products within four (4) weeks after its receipt of such Licensed Products, such Licensed Products shall be deemed to have adhered to the required standards of quality; and

(ii) Licensee further agrees that upon reasonable notice by Licensor, Licensee shall arrange, at Licensor's expense, for representatives of Licensor to inspect any production facilities where the Licensed Products or any component thereof are being made or packaged, including the production facilities where any manufacturer, converter or other processor is performing any manufacturing or packaging step for Licensee. Licensee may require Licensor's representative to execute a confidentiality agreement and waiver of liability for injury as a condition to such inspection of facilities.

(c) Upon receipt of Licensed Product samples, Licensor internally, or through an outside testing laboratory, will conduct such tests as it deems appropriate to determine compliance with the quality control standards and specifications required by this Agreement.

(d) Licensee acknowledges that from time to time Licensor will also inspect and sample Licensed Products in the marketplace for compliance with such quality control standards and

specifications.

(e) Licensee agrees that the Licensed Products will always conform to the applicable United States federal, state and local laws, rules and regulations including, but not limited to, the Textile Fiber Products Identification Act and the Flammable Fabrics Act, and to the corresponding requirements of any state or country to which or in which Licensee sells the Licensed Products.

4. Enforcement of the Licensed Marks.

(a) Licensee hereby agrees during the term of this Agreement to refrain from contesting or attacking the validity of the Licensed Marks and Licensor's exclusive ownership thereof. Except for the rights and license granted herein, Licensee waives all right, title and interest in and to the Licensed Marks. Licensee shall not knowingly use or take any action with regard to the Licensed Marks to prejudice or infringe Licensor's rights in the Licensed Marks and shall cease and desist from any such use or action upon valid objection by Licensor.

(b) Only Licensor shall have the right to complain to third parties concerning the Licensed Marks and to take any action to enforce or protect the Licensed Marks. However, Licensee shall notify Licensor promptly of any infringement, violation or misuse of the Licensed Marks which comes to its attention and, when requested by Licensor, and at Licensor's sole expense, shall assist Licensor in protecting the Licensed Marks in any reasonable way lawfully available to Licensee.

(c) In the event of any claim or litigation by any third party against Licensee, its customers, their customers, or officers, directors, employees or agents of any of the forgoing (collectively, "Indemnified Parties") alleging that any Licensed Mark is invalid, or that Licensee's use of a Licensed Mark in a manner permitted by this Agreement imitates or infringes a mark or trade name of such third party (any such claim or litigation, a "Third Party Infringement Claim"), Licensee shall promptly give notice to Licensor, which will at the cost and expense of Licensor indemnify, defend and hold harmless the Indemnified Parties for such Third Party Infringement Claim, including reasonable attorneys' fees and including assuming responsibility for and control of the handling, defense or settlement of the Third Party Infringement Claim; provided, however, that Licensor shall make no settlement intended to bind any Indemnified Party without the prior written consent of such Indemnified Party, which shall not be unreasonably withheld.

5. License Enforcement.

(a) If Licensee fails to perform any of its obligations as set forth in this Agreement, Licensor shall so advise Licensee of the same by written notice. Licensee shall exercise reasonable efforts to correct such lack of performance or cease the objectionable practices within thirty (30) days upon receipt of Licensor's notice. If such lack of performance has not been cured during such thirty day period, Licensor may require (i) Licensee to suspend use of the Licensed Marks on any Product style or color affected, or on all Licensed Products, until such lack of performance is corrected; and (ii) Licensee to use commercially reasonable efforts to arrange for removal of the Licensed Marks, at Licensee's expense, from all Products in the possession of Licensee. If removal of the Licensed Marks is impossible because the Licensed Marks are printed on the Licensed Products, Licensee shall provide written notification to all of Licensee's customers that the Licensed Products are NOT certified by the Licensor.

(b) Within thirty (30) days after receipt of Licensor's written notice pursuant to Section 5(a) above, Licensee shall submit a written report to Licensor indicating its compliance with Licensor's requirements. If no such report is received, or if received and such report does not indicate Licensee's full compliance, Licensor may immediately suspend or terminate this Agreement and the

license granted herein by written notice to Licensee.

(c) In the event Licensor suspends or terminates this Agreement and the licenses granted herein in accordance with this Section 5, Licensee shall, shall cause its contractors and agents to, and shall use commercially reasonable efforts to cause its customers to, immediately (i) cease the use, display, advertising and promotion of the Licensed Marks, (excluding, however, any requirement of Licensee's customers to remove the Licensed Marks from Licensed Products in their possession), (ii) return, remove or destroy all labels, advertising and promotional literature bearing the Licensed Marks, and (iii) return all printing appliances used for imprinting the Licensed Marks on Products, all in accordance with any reasonable instructions from Licensor.

6. Liability.

(a) Except as provided for in Section 4(c) above, or in any other agreement between the Parties, Licensor shall not assume responsibility for any Licensed Products or for claims by third parties arising out of the use of any Licensed Products. Licensee agrees to release, defend, hold harmless and indemnify Licensor from any and all claims which may arise from the design, manufacture, sale, use, display, advertising or promotion of Licensed Products and also from those liabilities that may arise due to Licensee's inability to produce, sell or trade in non-defective and non-hazardous Licensed Products.

(b) Licensor and Licensee each agree to maintain and pay for the following insurance coverage, including retention amounts, consistent with their respective practices as of the date of this Agreement:

Type of Coverage	Minimum Amount
Comprehensive General Liability with products and completed operations coverage (including coverage for subcontractors) on a form consistent with comprehensive general liability ISO Form (CG0001, edition 01/96)	\$1,000,000/occurrence

Each party agrees to have its Comprehensive General Liability policy endorsed to name the other party as an additional insured with respect to obligations under this Agreement. This insurance coverage will be primary to any insurance the other party may have. Each party agrees to give the other party a Certificate of Insurance providing for at least 30 days prior written notification of any cancellation or modification of the coverage.

7. Duration and Termination.

(a) This Agreement shall be effective as of the date first written above and shall continue in full force and effect as set forth in Section 9 hereof, subject to the terms and conditions set forth in Section 5 and to termination as follows:

(i) By Licensor immediately if Licensee commences or consents to any proceeding under applicable bankruptcy laws or the taking of any action having the effect of an act of bankruptcy under any such laws or being adjudicated a bankrupt or having a receiver or trustee appointed for its properties under any such law;

(ii) By either party upon failure of the other party to comply with any material provision of this Agreement, which failure is not cured or reasonably satisfactory steps not initiated to cure such failure within thirty (30) days after receipt of written notice thereof; or



(iii) By Licensee upon sixty (60) days prior written notice.

(b) Upon termination as provided in this Section 7, Licensee shall promptly comply with all instructions of Licensor relating to cessation of use of the Licensed Marks and all documents bearing the Licensed Marks, except those on the Licensed Products made and sold prior to termination of this Agreement. The obligations of the parties pursuant to Sections 4(c), 6 and 8 of this Agreement shall survive any termination of this Agreement.

8. Royalties.

(a) As consideration for the rights and license granted to Licensee by Licensor in Section 1 of this Agreement and the other rights and benefits accruing to Licensee hereunder, Licensee shall pay to Licensor a running royalty of two percent (2%) of Licensee's Net Sales for all sales of Licensed Products ("Royalty Bearing Products"). Such royalties shall apply to Royalty Bearing Products sold by Licensee bearing one or more of the Licensed Marks. Such royalties shall be paid in U.S. Dollars in immediately available funds on a quarterly basis by Licensee to Licensor on the thirtieth days of April, July, October, and January for sales of Royalty Bearing Products made during the previous calendar quarter.

(b) "Net Sales" as used herein means Licensee's gross sales of Royalty Bearing Products on which one or more of the Licensed Marks is used, as invoiced, less amounts disbursed for returns, credits and allowances. No deductions shall be made for bad debts or uncollectible accounts. Sales shall be deemed made when invoiced or shipped, whichever is earlier. For the purpose of determining Net Sales hereunder, Royalty Bearing Products sold to affiliates of Licensee shall be deemed to have been sold at regular wholesale prices for like Royalty Bearing Products to unaffiliated third parties.

(c) Licensee shall submit with each royalty payment a royalty report setting forth in reasonable detail Licensee's Net Sales of Royalty Bearing Products for the previous quarter. Each royalty report shall be signed by Licensee's designated representative and shall contain a statement that such report correctly sets forth the royalties due under this Agreement.

(d) Licensee shall keep adequate and accurate books and records in sufficient detail to enable the royalties payable hereunder to be readily and conveniently ascertained. Subject to any applicable confidentiality obligations, Licensee shall, upon Licensor's request (but not more than once annually) and at Licensor's sole expense, permit such books and records to be examined by an auditor, accountant or other representative authorized to do so by Licensor at any reasonable time during normal business hours, to the extent necessary to verify the quarterly statements and royalty payments required hereunder.

(e) Licensee's obligation to make royalty payments with respect to an affected Licensed Mark provided for in this Section 8 shall be suspended, without suspension of the licenses granted in this Agreement, during all such periods in which: (i) Licensor fails to initiate legal action as required in Section 1(c); (ii) Licensor fails to maintain the registrations specified in Section 2(c) in the United States, Canada and Chile in the Territory corresponding to the Licensed Marks active and enforceable as required in Section 2(c); (iii) a court or administrative panel renders a decision or opinion that Licensor is not the exclusive owner of any of the Licensed Marks; or (iv) a breach of any provision of this Agreement by Licensor remains uncured for more than thirty (30) days after such Licensor is notified of such breach.

9. Term.

(a) The rights and license granted herein shall be for an initial term of five (5) years commencing on the date hereof (the "Initial Term").

(b) So long as (i) Net Sales for all sales of Royalty Bearing Products in North America during the fourth year of the Initial Term or of any "North America Renewal Term" (as defined below), as applicable, shall equal at least the amount of Adjusted 2001 Sales for such year (the "North America Growth Increase") and (ii) Licensee is not in default under this Agreement, Licensee shall be entitled, without additional consideration to Licensor and by the giving of three (3) months written notice in advance of each successive termination date, to renew the license granted hereunder with respect to North America for additional successive terms of five (5) years (each, a "North America Renewal Term"). "2001 Sales" as used herein means \$101,091,000, which Burlington represents and warrants equals the gross sales in the Business (as defined in the Purchase Agreement), as invoiced, less amounts disbursed for returns, credits and allowances, for the calendar year 2001. "Adjusted 2001 Sales" for a year shall be calculated by multiplying 2001 Sales by a fraction (i) the numerator of which is the U.S. Department of Labor Consumer Price Index for All Urban Consumers, U.S. City Average (1982-84 = 100) ("CPI") published for the month which is three (3) months prior to the last day of the year for which Adjusted 2001 Sales are being computed, and (ii) the denominator of which is the CPI for October 2001, which was 177.7.

(c) So long as (i) Net Sales for all sales of Royalty Bearing Products in the Territory (excluding North America) during the fourth year of the Initial Term or of any "Non-North America Renewal Term" (as defined below), as applicable, exceed \$5,000,000, (ii) Licensee is not in default under this Agreement and (iii) Licensee shall simultaneously exercise its right pursuant to Section 9(b) to renew the license granted hereunder with respect to North America, Licensee shall be entitled, without additional consideration to Licensor (except as provided in this Section 9(c)) and by the giving of three (3) months written notice in advance of each successive termination date, to renew the license granted hereunder in the Territory (excluding North America) for additional successive terms of five (5) years (each, a "Non-North America Renewal Term"); provided, that if Licensee exercises its right to renew pursuant to this Section 9(c), (i) on the next date that any payment is required to be made pursuant to Section 8, Licensee shall pay to Licensor an amount equal to \$200,000, minus the royalties actually paid pursuant to Section 8 in respect of Net Sales for Royalty Bearing Products in the Territory (excluding North America) during the fifth year of the Initial Term (or any Non-North America Renewal Term) and (ii) any royalty payable by Licensee to Licensor for each year of any Non-North America Renewal Term in respect of Net Sales for Royalty Bearing Products in the Territory (excluding North America) shall not be less than \$200,000.

(d) Upon expiration of the right and license granted to Licensee hereunder at the end of their Initial Term, or their North America Renewal Term or Non-North America Renewal Term, as applicable, as specified above, or upon earlier surrender or termination of any such rights and license for any other reasons specified in this Agreement, Licensee shall cease and desist from all further use of the Licensed Marks in any way inconsistent with such expiration, surrender or termination, except in connection with Licensee's disposition in the normal course of business over a reasonable period of time, but within not more than six (6) months, of Licensee's inventory of Licensed Products (or committed orders therefore deliverable not more than six (6) months thereafter) on the effective date of expiration or termination (which disposition shall be subject to the then existing royalty payment).

10. Right to Acquire Perpetual License.

(a) So long as Licensee has achieved the North America Growth Increase, on the fifth anniversary of the date hereof, Licensee shall have the right, in its sole discretion, to make the

license granted pursuant to Section 1 in North America perpetual and transferable by payment to Licensor of a one-time royalty equal to five (5) times the royalty paid hereunder for sales of Royalty Bearing Products in North America using such Licensed Marks during the twelve (12) month period immediately preceding the month that such right is exercised. Licensee's right to purchase a perpetual, paid up license of the Licensed Marks in North America shall terminate at 11:59 p.m. on the fifth anniversary of the date hereof if such right has not been exercised by that date.

(b) On the fifth anniversary of the date hereof, provided Licensee shall have also exercised its right under Section 10(a) hereof, Licensee shall have the right, in its sole discretion, to make the license granted pursuant to Section 1 in the Territory (except North America) perpetual and transferable by payment to Licensor of a one-time royalty equal to the greater of (i) \$1,000,000 and (ii) five (5) times the royalty paid hereunder for sales of Royalty Bearing Products in the Territory (except North America) using such Licensed Marks during the twelve (12) month period immediately preceding the month that such right is exercised. Licensee's right to purchase a perpetual, paid up license of the Licensed Marks in the Territory (except North America) shall terminate at 11:59 p.m. on the fifth anniversary of the date hereof if such right has not been exercised by that date.

(c) In the event that Licensee does not exercise its rights pursuant to this Section 10, then the licenses granted in this Agreement shall continue according to the terms hereof. In the event that Licensee exercises its rights pursuant to this Section 10, then (i) Licensee's obligation to make royalty payments pursuant to this Agreement shall immediately terminate, (ii) Licensor's obligations to incur monetary expenses, but not any other obligations, pursuant to Section 2(c) shall immediately terminate and (iii) on the tenth anniversary of the date hereof Licensor's obligation to indemnify Licensee pursuant to Section 4(c) shall terminate, provided that following the termination of Licensor's indemnification obligations under Section 4(c) pursuant to this Section 10(c), Licensor shall provide reasonable cooperation and assistance to Licensor in connection with Licensor's defense of any Third Party Infringement Claim.

(d) Each party agrees to take all actions, including the execution of all documents, that may reasonably be requested by the other party to document or carry out the exercise of any right of such other party pursuant to this Agreement.

#### 11. Licensor's Representations.

(a) Licensor represents that the Licensed Trademarks set forth on Schedule I and the corresponding registrations set forth on Schedule II are valid and enforceable, and Licensor has received no allegations or opinions of counsel, verbal or written, to the contrary.

(b) Licensor represents that it has received no notice, allegation, or opinion of counsel, either written or verbal, that the sale of Products in the Field violates the trade name or trademark rights of any third party.

12. Assignment or Sublicensing. Following Licensee's acquisition of a perpetual and transferable license pursuant to Section 10(a) or (b), Licensee may freely transfer the license so acquired provided that Licensee's assignee agrees in writing to abide by the terms hereof. Except as provided in the preceding sentence and in Section 1(e), neither this License nor any right or obligation herein shall be assignable or transferable, whether by sublicensing or otherwise, in whole or in part, by Licensee without the prior written consent of Licensor. Licensee may not subject its rights under this Agreement to any lien, pledge or encumbrance of any kind. Licensee may, however, assign this Agreement in connection with a transfer of the Business as a whole by Licensee without the prior consent of Licensor, provided that Licensee's assignee agrees in writing to abide by the terms hereof.

13. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be given in the manner for the giving of notices as provided in Section 13.7 of the Purchase Agreement.

14. Non-Competition Agreement. In order to protect the rights and licenses granted by Licensor to Licensee under this Agreement, Licensor agrees to restrict its use of the Licensed Marks in the manner and for the period specified in that certain Confidentiality and Non-Competition Agreement, dated on or about the date hereof, between Licensor and Licensee.

15. Miscellaneous.

(a) Nothing in this Agreement shall be construed to grant Licensee any rights or license to any Licensor trademark, trade name, service mark, certification mark, collective membership mark, seal, tag, symbol or device other than as specified herein. No rights are granted herein to Licensee with respect to any of Licensor's other intellectual property rights, including patents, patent rights, copyrights, trade dress and trade secrets.

(b) This Agreement, the Purchase Agreement and any other documents and certificates delivered pursuant to the terms hereof or thereof or specifically referenced herein or therein, set forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or representative of either party hereto. This Agreement shall not be modified except by mutual agreement in writing signed by both parties.

(c) This Agreement shall be construed solely and exclusively in accordance with the laws of the State North Carolina, and shall be subject to the sole and exclusive jurisdiction of the state and federal courts in the state of North Carolina (exclusive of the conflicts or choice of laws provisions of such state).

(d) The failure of Licensor or Licensee to insist upon the performance of any provision of this Agreement or to exercise any right or privilege hereunder, shall not be construed as waiving any such provision and the same shall continue in full force and effect.

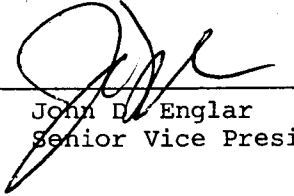
(f) The Section headings are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer.

(g) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

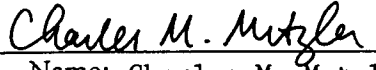
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written in triplicate original copies by their respective duly authorized officers.

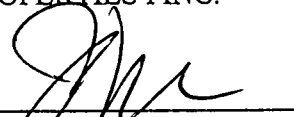
BURLINGTON INDUSTRIES, INC.

By:   
Name: John D. Englar  
Title: Senior Vice President

SPRINGS INDUSTRIES, INC.

By:   
Name: Charles M. Metzler  
Title: Vice President-Corporate Controller

BI PROPERTIES I INC.

By:   
Name: John D. Englar  
Title: President

Schedule I

Licensed Marks

1. BURLINGTON HOUSE
2. BURLINGTON HOUSE & WEAVE LOGO



3. AMERICAN LIFESTYLE
4. BH (STYLIZED)



SCHEDULE II

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APP DT</u>	<u>APP NO</u>	<u>REG DT</u>	<u>REG NO</u>
AMERICAN LIFESTYLE	United States	07/21/1998	75523005	03/13/2001	2,434,514

Classes/Goods:  
24

DRAPERIES, CURTAINS, BEDDING, COMFORTERS, BED SKIRTS, PILLOW SHAMS, PILLOW CASES, BED SHEETS, AND DECORATIVE PILLOWS.

BH (STYLIZED)	United States	07/25/2001	76/290095	03/05/2002	2,545,029
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Classes/Goods:  
24

BEDDING ENSEMBLES, NAMELY, COMFORTERS, BEDSPREADS, BED TROWS, BED SKIRTS, PILLOW SHAMS, BED SHEETS, DUVET COVERS, PILLOW CASES, AND BED TROWS; WINDOW TREATMENTS, NAMELY, FABRIC VALANCES, CURTAINS, AND DRAPERIES

BURLINGTON HOUSE	United States	11/05/1948	71/546359	03/08/1949	0507505
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Classes/Goods:  
24

BEDSPREADS, UPHOLSTERY, NYLON CURTAIN PANELS AND DRAPERIES.

BURLINGTON HOUSE	United States	10/05/1973	73/002943	11/12/1974	0998002
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Classes/Goods:  
24

TEXTILE FABRICS COMPOSED OF SYNTHETIC FIBERS COTTON OR FIBERS OR BLENDS OF COTTON & SYNTHETIC FIBERS; CURTAINS & DRAPERIES; BEDSPREADS, BLANKETS, SHEETS AND PILLOWCASES; TABLECLOTHS

27

CARPETS AND RUGS

BURLINGTON HOUSE	Canada	03/08/2000	1049912	02/20/2002	558209
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Classes/Goods:  
24

FABRICS FOR USE IN THE MANUFACTURE OF FURNISHINGS FOR HOME, INDUSTRIAL, AND COMMERCIAL USE; MATTRESS FABRICS; UPHOLSTERY FOR HOME, INDUSTRIAL AND COMMERCIAL USE; BEDDING, NAMELY BEDSPREADS, COMFORTERS, BLANKETS, BED TROWS, DUVETS; DUVET COVERS; BED SKIRTS, SHEETS, PILLOW CASES, PILLOW SHAMS; SHOWER CURTAINS; FABRIC AND VINYL TABLECLOTHS; NAPKINS; NAPKIN RINGS; FABRIC AND VINYL PLACEMATS; CHAIR PADS; BAR STOOL COVERS; TABLE RUNNERS; POT HOLDERS; OVEN MITTS; APRONS; TOWELS; APPLIANCE COVERS; CHAIR COVERS; BATH MATS; BATH RUGS; DOOR MATS, ACCENT RUGS; RUGS; AND DECORATIVE PILLOWS.

BURLINGTON HOUSE & WEAVE LOGO	Argentina	03/20/2002	2.369.391		
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Classes/Goods:  
24

ALL GOODS INCLUDED IN THE CLASS

SCHEDULE II

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APP DT</u>	<u>APP NO</u>	<u>REG DT</u>	<u>REG NO</u>
BURLINGTON HOUSE & WEAVE LOGO	Brazil	5/24/2002			

Classes/Goods:  
24

TEXTILE FABRIC FOR USE IN THE MANUFACTURE OF FURNISHINGS FOR HOME, INDUSTRIAL AND COMMERCIAL USE; UPHOLSTERY FABRICS FOR HOME, INDUSTRIAL AND COMMERCIAL USE; BEDDING, NAMELY BEDSPREADS, COMFORTERS, BLANKETS, BED TROWS, DUVETS, DUVET COVERS, BED SKIRTS, SHEETS, PILLOW CASES, PILLOW SHAMS, DRAPERIES, CURTAINS, WINDOW TREATMENTS, SHOWER CURTAINS, FABRIC TABLECLOTHS, FABRIC PLACEMATS, CHAIR COVERS, BAR STOOL COVERS, TABLE RUNNERS, POTHOLDERS, OVEN MITTS, APRONS, TOWELS, AND APPLIANCE COVERS.

BURLINGTON HOUSE & WEAVE LOGO	Chile	05/31/1994	275622	07/29/1999	545329
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Classes/Goods:  
24

TEXTILES & TEXTILE GOODS, NOT INCLUDED IN OTHER CLASSES; BED & TABLE COVERS.

BURLINGTON HOUSE & WEAVE LOGO	Mexico	03/26/2002	540659		
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Classes/Goods:  
24

TEXTILES & TEXTILE GOODS, NOT INCLUDED IN OTHER CLASSES; BED & TABLE COVERS.