

07-03-2003



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Form PTO-1594
(Rev. 03/01)
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102488302
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

WestPoint Stevens Inc. I

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: _____

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent

Internal Address: _____

Street Address: 600 Peachtree Street, N.E., 5th Floor

City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Banking Association

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 registration number(s):

A. Trademark Application No.(s)

Please see Annex 1, attached hereto.

B. Trademark Registration No.(s)

Please see Annex 2, attached hereto.

Additional number(s) attached Yes No

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

Name: Elizabeth G. Hartnett

Internal Address: Parker, Hudson,
Rainer & Dobbs, LLP

Street Address: 285 Peachtree Center Ave., N.E.
1500 Marquis Two Tower

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: **103**

7. Total fee (37 CFR 3.41)..... \$ 2590

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Elizabeth G. Hartnett

Name of Person Signing

Elizabeth G. Hartnett

Signature

07-02-2003

Date

17

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

07/03/2003 DBYRNE 00000061 76399272

01 FC:8521
02 FC:8522

40.00 OP documents to be recorded with required cover sheet information to:
2550.00 OP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002762 FRAME: 0071

**ANNEX 1
TRADEMARK APPLICATIONS**

Trademark	Trademark Registration or Application Number
Baby Vellux	A76399272
Beauticale	A76/439050
Convertibles	A78233152
Essence by WestPoint Stevens	A78184066
Expectations by Baby Martex	A78184036
Five Star Hotel Collection	A75820706
In Touch With You	A76496079
Luxor	A78194515
Modern Living by Martex	A78243333
NoFray	A76/492049
Pimacale	A76436451
Pimapercale	A76436450
Seduction	A76500892
Smooth Flex	A76162161
Soft Twist	A78242704
The Completer Set	A76439051
Ultra Touch	A78184046

**ANNEX 2
REGISTERED TRADEMARKS**

Trademark	Trademark Registration or Application Number
Acrilaire	R779964
Airloom	R514279
Atelier Martex	R997623
Atelier Martex	R1325861
Baby Martex	R2438867
Bunny	R67044
Bunny Esmond	R829522
Carlin	R870146
Chatham (and design)	R311097
Chatham	R1259278
Chatham (and design)	R1248861
Color Visions	R2619397
Eco Pure	R1883614
Elegance (stylized letters)	R619532
Esmond	R165742
Evensong	R847905
Fanfare	R800759
Farlon	R1456581
Fascination	R843749
Fiber-Fix	R746706

Fiberwoven	R1134689
Fiberwoven	R762804
Free Heat	R2703107
Futura	R851120
Grand Patrician	R2143522
Grand Patrician (and design)	R2550667
Griffin	R835144
Grifftex	R1268442
Horizon	R733141
Joy	R882957
Kenwood	R257049
Lady Pepperell	R1366718
Lady Pepperell	R411066
Lady Pepperell Wrinkle Free	R2058046
Legacy	R1391629
Legacy Thermal	R1391630
Lifestyle	R1452224
Lifetime	R1073204
Lifetime	R1033937
Loomaire	R799594
Luxor	R0738713
Luxury Living by Martex	R2608065
Martex	R1351712
Martex	R876631

Martex	R103027
Martex Bare Necessities	R2625660
Meteor 100	R787847
Miralux	R860611
Modern Living	R2483486
Modern Living by Martex	R2715654
My First Pillow	R2042576
My First Pillow	R2145561
NapGuard/SuperLoft	R784486
Naturally Neat	R2155199
Northlon	R854719
Patrician	R2143523
Pinehurst	R622384
Polaris	R854711
Purrey Polyester	R865059
Rest Maker	R1352898
Rest Protector	R1329670
Rest Secure	R1349480
Rest Smart	R1324661
Restwarmer	R1266242
Sanicel	R744549
Seduction	R2562505
Sleep Secure	R2619471
Soft and Cozy	R2093888

Sovereign	R934519
Spiral Loft	R1657429
Springfield	R784498
Stevens	R2031810
Stevens Mohawk	R782145
Stevens Wrinkle Free	R2082033
Tag Along	R1354159
The Answer Bed	R2546869
The Answer Blanket	R1119668
The Answer Towel	R2562506
The Tough One	R1432007
Ultra Restwarmer	R1344180
Vellux	R936147
Vellux	R990242
Vellux/Royal	R987952
Warmweave	R863971
WestPoint Stevens & Griffin Design	R1991548
Wonder-fil	R113075

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made as of June 2, 2003, between **BANK OF AMERICA, N.A.**, a national banking association having an office at 600 Peachtree Street, N.E., 5th Floor, Atlanta, Georgia 30308-2265, as administrative and collateral agent for itself and Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent"), and **WESTPOINT STEVENS INC. I**, a Delaware corporation and a debtor-in-possession in a Chapter 11 bankruptcy case filed with the United States Bankruptcy Court for the Southern District of New York having its principal place of business at 3933 Howard Hughes Parkway, Suite 250, Las Vegas, Nevada 89109 (the "Company").

Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Post-Petition Credit Agreement dated as of June 2, 2003, by and among the Company, the other borrowers named therein, the Lenders, Agent and the other agent named therein (as at any time amended, the "Credit Agreement").

Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Credit Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement. As used herein, the phrase "material Trademark" means a Trademark that is used by the Company in the Ordinary Course of Business and the absence of which could reasonably be expected to have a Material Adverse Effect upon the business, financial condition or operating results of such Company.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for its benefit and the benefit of the Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations,

tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Agent and the Lenders that:

(a) Each material Trademark is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any material Trademark does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms; and

(e) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, other than Permitted Liens.

4. The Company covenants and agrees with Agent and the Lenders that:

(a) The Company will maintain the quality of the products associated with each material Trademark, at a level consistent with the quality at the time of this Agreement; and

(b) The Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of each material Trademark, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each material Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby grants to Agent the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto in accordance with the provisions of the Credit Agreement.

6. Until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the benefit of the Lenders, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person.

The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Credit Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the DIP Financing Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Credit Agreement.

13. The Company shall use its best efforts to detect any infringers of each material Trademark and shall notify Agent in writing of infringements detected. The Company shall have the duty to prosecute diligently any trademark application for each material Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Credit Agreement terminated, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce each material Trademark and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in each material Trademark. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a material trademark application, or any material pending trademark application or trademark without the consent of Agent.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, if the Company fails to do so, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce each material Trademark and any license hereunder, or to defend any suit or counterclaim in its own name to protect each material Trademark or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required

by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other DIP Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other DIP Financing Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement, together with the other DIP Financing Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

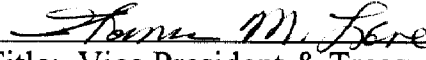
21. The Company hereby waives notice of Agent's acceptance hereof.

22. **This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.**

23. To the fullest extent permitted by applicable law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

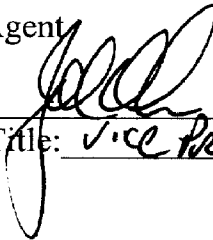
WITNESS the execution hereof under seal as of the day and year first above written.

WESTPOINT STEVENS INC. I.

By: 
Title: Vice President & Treasurer

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.,
as Agent

By: 
Title: Vice President

STATE OF GEORGIA §
§
COUNTY OF TROUP §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas M. Lane, Vice President & Treasurer of WestPoint Stevens Inc. I, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 27th day of June, 2003.

Janet D. Brown

Notary Public

My Commission Expires:

Notary Public, Troup County, Georgia
My Commission Expires May 12, 2006.

[NOTARIAL SEAL]

STATE OF Georgia)
)
COUNTY OF Fulton)

BEFORE ME, the undersigned authority, on this day personally appeared John Olsen, Vice President of Bank of America, N.A., as Agent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 1st day of ~~June~~ ^{July}, 2003.

ED. Bla

Notary Public

My Commission Expires: 5/5/04

[NOTARIAL SEAL]

EXHIBIT A

Trademark	Trademark Registration or Application Number	Renewal Date
Acrilaire	R779964	11/10/04
Airloom	R514279	8/23/09
Atelier Martex	R997623	11/5/04
Atelier Martex	R1325861	3/19/05
Baby Martex	R2438867	3/27/11
Baby Vellux	A76399272	
Beauticale	A76/439050	
Bunny	R67044	1/14/08
Bunny Esmond	R829522	5/30/07
Carlin	R870146	5/27/09
Chatham (and design)	R311097	3/13/04
Chatham	R1259278	11/29/03
Chatham (and design)	R1248861	8/23/03
Color Visions	R2619397	9/17/12
Convertibles	A78233152	
Eco Pure	R1883614	3/14/05
Elegance (stylized letters)	R619532	1/17/06
Esmond	R165742	3/20/03
Essence by WestPoint Stevens	A78184066	
Evensong	R847905	4/23/08
Expectations by Baby Martex	A78184036	
Fanfare	R800759	12/21/05
Farlon	R1456581	9/08/07
Fascination	R843749	2/6/08
Fiber-Fix	R746706	3/12/03
Fiberwoven	R1134689	5/6/10

Fiberwoven	R762804	1/7/04
Five Star Hotel Collection	A75820706	
Free Heat	R2703107	4/1/13
Futura	R851120	6/18/08
Grand Patrician	R2143522	3/10/08
Grand Patrician (and design)	R2550667	3/19/12
Griffin	R835144	9/12/07
Grifftex	R1268442	2/28/04
Horizon	R733141	6/19/02
In Touch With You	A76496079	
Joy	R882957	12/23/09
Kenwood	R257049	5/28/09
Lady Pepperell	R1366718	10/22/05
Lady Pepperell	R411066	1/2/05
Lady Pepperell Wrinkle Free	R2058046	4/29/07
Legacy	R1391629	4/29/06
Legacy Thermal	R1391630	4/29/06
Lifestyle	R1452224	8/11/07
Lifetime	R1073204	9/13/07
Lifetime	R1033937	2/17/06
Loomaire	R799594	11/30/05
Luxor	A78194515	
Luxor	R0738713	10/2/12
Luxury Living by Martex	R2608065	8/13/12
Martex	R1351712	7/30/05
Martex	R876631	9/09/09
Martex	R103027	3/16/05
Martex Bare Necessities	R2625660	9/24/12
Meteor 100	R787847	4/6/05

Miralux	R860611	11/19/08
Modern Living	R2483486	8/28/11
Modern Living by Martex	R2715654	5/13/13
Modern Living by Martex	A78243333	
My First Pillow	R2042576	3/11/07
My First Pillow	R2145561	3/24/08
NapGuard/SuperLoft	R784486	2/2/05
Naturally Neat	R2155199	5/5/08
NoFray	A76/492049	
Northlon	R854719	8/13/08
Patrician	R2143523	3/10/08
Pimacale	A76436451	
Pimapercale	A76436450	
Pinehurst	R622384	10/24/06
Polaris	R854711	8/13/08
Purrey Polyester	R865059	2/18/09
Rest Maker	R1352898	8/6/05
Rest Protector	R1329670	4/9/05
Rest Secure	R1349480	7/16/05
Rest Smart	R1324661	3/12/05
Restwarmer	R1266242	2/7/04
Sanicel	R744549	1/29/03
Seduction	R2562505	4/16/12
Seduction	A76500892	
Sleep Secure	R2619471	9/17/12
Smooth Flex	A76162161	
Soft and Cozy	R2093888	9/2/07
Soft Twist	A78242704	
Sovereign	R934519	5/23/12

Spiral Loft	R1657429	9/17/11
Springfield	R784498	3/19/05
Stevens	R2031810	1/21/07
Stevens Mohawk	R782145	12/22/04
Stevens Wrinkle Free	R2082033	7/22/07
Tag Along	R1354159	8/13/05
The Answer Bed	R2546869	3/12/12
The Answer Blanket	R1119668	6/05/09
The Answer Towel	R2562506	4/16/12
The Completer Set	A76439051	
The Tough One	R1432007	3/10/07
Ultra Restwarmer	R1344180	6/25/05
Ultra Touch	A78184046	
Vellux	R936147	6/20/12
Vellux	R990242	8/06/04
Vellux/Royal	R987952	7/09/04
Warmweave	R863971	1/21/09
WestPoint Stevens & Griffin Design	R1991548	8/06/06
Wonder-fil	R113075	9/26/08