

6-13-23

06-27-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



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

102484711

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

1. Name of conveying party(ies):

Knight Textile Corporation

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State a Delaware corporation
 Other _____

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

2. Name and address of receiving party(ies)
Name: The CIT Group/Commercial Services, Inc.
Internal
Address: _____

Street Address: 301 South Tryon Street

City: Charlotte State: NC Zip: 28202

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State a New York corporation
 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 _____

Execution Date: 05/29/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76177835 and
76158372

B. Trademark Registration No.(s) 2308030,
2523020, 2451423, 2388266,

Additional number(s) attached Yes No

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

Internal Address: _____

Street Address: c/o Hunton & Williams LLP
101 South Tryon Street, Suite 3500

City: Charlotte State: NC Zip: 28280

6. Total number of applications and registrations involved: 18

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

8. Deposit account number: _____

06/26/2003 BYTNE 0000095 76177835
01 FC:852 10.00 00
02 FC:852 425.00 00

DO NOT USE THIS SPACE

9. Signature. _____

Ann Vandiver, Paralegal
Name of Person Signing

Signature

6/12/03
Date

13

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

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

TRADEMARK
REEL: 002765 FRAME: 0170

Continuation of Item 4

B. Trademark Registration No.(s):

2532312
1999305
1939540
1911499
1829471
2027341
1514692
1467490
1476000
1440036
1338033
1204626

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.

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

16. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. Notices. All notices, requests and demands to or upon a party hereto, to be effective, shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, by overnight courier or by facsimile transmission and, unless expressly provided herein, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt, three (3) Business Days after deposit in the mail, postage prepaid, or, in the case of facsimile transmission, when received (if on a Business Day and, if not received on a Business Day, then on the next Business Day after receipt), addressed as follows:

(i) If to the Lender: The CIT Group/Commercial Services, Inc.
301 South Tryon Street
Charlotte, North Carolina 28202
Attention: Account Executive - Knight Textile Corporation
Facsimile No.: 704-339-2894

With a copy to: Hunton & Williams
Bank of America Plaza, Suite 3500
101 South Tryon Street
Charlotte, North Carolina 28280
Attention: Haywood A. Barnes, Esq.
Facsimile No.: 704-378-4890

(ii) If to Borrower: Knight Textile Corporation
301 South Main Street
Saluda, South Carolina 29138
Attention: President
Facsimile No.: 864-445-9287

With a copy to: Warlick, Tritt & Stebbins, L.L.P.
15th Floor, First Union Bank Building
699 Broad Street
Augusta, Georgia 30901-1454
Attention: William Byrd Warlick, Esq.
Facsimile No.: 706-722-1822

and

Mr. Samuel B. Fortenbaugh, III
1211 Avenue of the Americas, 27th Floor
New York, New York 10036

or to such other address as each party may designate for itself by notice given in accordance with this Section 17. Any written notice or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

18. Governing Law; Consent to Forum. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE BORROWER OR THE LENDER, THE BORROWER HEREBY CONSENTS AND AGREES THAT THE SUPERIOR COURT OF MECKLENBURG COUNTY, NORTH CAROLINA, OR, AT THE LENDER'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA, CHARLOTTE DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE BORROWER AND THE LENDER PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND THE BORROWER HEREBY WAIVES ANY OBJECTION WHICH THE BORROWER MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. THE BORROWER HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE BORROWER AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF THE BORROWER'S ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF THE LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY THE LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE THIS AGREEMENT IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.


19. Waiver of Jury Trial. THE BORROWER WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY (WHICH THE LENDER HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING

OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL. THE BORROWER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE LENDER'S ENTERING INTO THE LOAN AGREEMENT AND EXTENDING CREDIT TO THE BORROWER THEREUNDER AND THAT THE LENDER IS RELYING UPON THIS WAIVER IN ITS FUTURE DEALINGS WITH THE BORROWER. THE BORROWER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVER WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

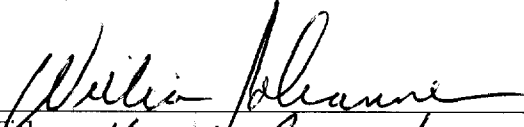
[signatures on next page]

WITNESS the execution hereof on the day and year first above written.

KNIGHT TEXTILE CORPORATION
("Borrower")

By: 
Title: PRESIDENT

THE CIT GROUP/COMMERCIAL SERVICES,
INC.
("Lender")

By: 
Title: Vice President

STATE OF South Carolina

COUNTY OF Saluda

I, Shirley G. Witt, a Notary Public of the State and County aforesaid, certify that TALMADGE M. KNIGHT personally appeared before me this day and acknowledged that he is _____ President of KNIGHT TEXTILE CORPORATION, a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in the corporation's name.

WITNESS my hand and official stamp or seal, this 29th day of May, 2003.

Shirley G. Witt
Notary Public

My Commission Expires: 10/14/06

STATE OF North Carolina

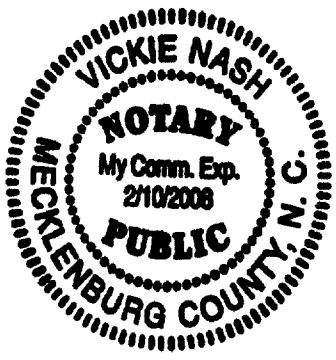
COUNTY OF Mecklenburg

I, Vickie Nash, a Notary Public of the State and County aforesaid, certify that William J. Thomsen personally appeared before me this day and acknowledged that he is Vice President of THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in the corporation's name.

WITNESS my hand and official stamp or seal, this 10th day of ^{June} ~~May~~, 2003.

Vickie Nash
Notary Public

My Commission Expires: 2-10-2008



SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Registration #	Registration Date
PALMETTO'S	2,308,030	1/11/2000
PAL CO	2,523,020	12/25/2001
B.D.U.S.	2,451,423	5/15/2001
ALPINE TEK	2,388,266	9/19/2000
TAPEMEASURE	2,532,312	1/22/2002
LAUREN SCOTT	1,999,305	9/10/1996
MEMPHIS	1,939,540	12/5/1995
INTENTIONS	1,911,499	8/15/1995
COTTONUITY	1,829,471	4/5/1994
STONE HORSE	2,027,341	12/31/1996
TAPEMEASURE	1,514,692	11/29/1988
NITRO	1,467,490	12/1/1987
WHITE LIGHTNING	1,476,000	2/9/1988
ESSENTIALS	1,440,036	5/19/1987
EYE STOPPERS	1,338,033	5/28/1985
PALMETTO'S	1,204,626	8/10/1982

TRADEMARK APPLICATIONS

Trademark	Serial #	Filing Date
PALMETTO'S	76-177,835	12/8/2000
NITRO	76-158,372	11/2/2000