

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swift Textiles, LLC		11/08/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation as Agent
Street Address:	1100 Abernathy Road, Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2241742	SWIFT DENIM
Registration Number:	1314708	SWIF-FLEX
Registration Number:	1312398	SWIFDIGO
Registration Number:	2221905	SWIFT DENIM WORKS
Registration Number:	935415	SWIFT
Registration Number:	2289111	SWIFT DENIM SINCE 1882
Registration Number:	1319444	BEYOND BLUE
Registration Number:	1279916	BEYOND BLACK

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	doug.plante@weil.com
Correspondent Name:	Weil,Gotshal & MangesLLP c/o Doug Plante
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 10153

CH \$215.00 2241742

ATTORNEY DOCKET NUMBER:

47660.3176

NAME OF SUBMITTER:

Phyllis Eremitaggio

Total Attachments: 5

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FORM OF TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2004, by SWIFT TEXTILES, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SWIFT TEXTILES, LLC

By: [Signature]
Name: Lynn Tilton
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Curtis J. Correa
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York)

ss.

On this 8th day of November, 2004, before me personally appeared [Lynn Tilton], proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Swift Textiles, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

{seal}

STANLEY TOBIAS
Notary Public, State of New York
No. 41-4976753
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 22, 2007

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	REG. NO.	ISSUE DATE
SWIFT DENIM	2,241,742	4/27/99
SWIF-FLEX	1,314,708	1/15/85
SWIFDIGO	1,312,398	1/1/85
SWIFT DENIM WORKS	2,221,905	2/02/99
SWIFT and Design	935,415	6/6/72
SWIFT DENIM SINCE 1882 and Design	2,289,111	10/26/99
BEYOND BLUE	1,319,444	2/12/85
BEYOND BLACK	1,279,916	5/29/84