

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		02/11/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Dan River Inc.
Street Address:	2291 Memorial Drive
City:	Danville
State/Country:	VIRGINIA
Postal Code:	24543
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	0407813	DAN RIVER
Registration Number:	0812258	DAN RIVER
Registration Number:	0910143	DAN RIVER
Registration Number:	0910163	DAN RIVER
Registration Number:	0901599	DR
Registration Number:	2658804	DR
Registration Number:	2571912	BED-IN-A-BAG DECOR
Registration Number:	2113088	BED IN A BAG
Registration Number:	2003752	BED-IN-A-BAG
Serial Number:	76154190	BED IN A BAG EXTRAS
Registration Number:	2021550	BED IN A BAG
Registration Number:	1964833	SHEET SET COMFORTER BED SKIRT PILLOWSHAM(S) BED IN A BAG EVERYTHING YOU NEED TO DRESS YOUR BED
Registration Number:	2090184	BEDROOM-IN-A-BAG

CH \$740.00 0407813

Registration Number:	2534395	CASUAL KIDS
Registration Number:	1630114	DANCHECK
Registration Number:	1536425	ESTERWELD
Registration Number:	1708267	EVERYTHING YOU NEED TO DRESS YOUR BED
Registration Number:	2458496	EVERYTHING YOU NEED TO DECORATE YOUR BEDROOM
Registration Number:	1861850	MAGELLAN
Registration Number:	1917299	MY SNUGGLE PILLOW
Registration Number:	0397444	RIPPLESPUN
Registration Number:	0806026	SUN-WEAVE
Registration Number:	2613245	SUNWEAVE
Registration Number:	2705120	TEEN CENTRAL
Registration Number:	0607067	WRINKL-SHED
Registration Number:	0560250	WRINKL-SHED
Registration Number:	0402819	DR
Registration Number:	1469116	CRITERION
Registration Number:	2836952	DAN RIVER SPORTZONE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 756-2000
Email: barbara.bauer@srz.com
Correspondent Name: Daniel Angel c/o Schulte Roth & Zabel
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel
Signature:	/beb for da/
Date:	03/29/2005

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a New York corporation ("Releasor"), in favor of **DAN RIVER INC.**, a Georgia corporation ("Releasee").

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 15, 2003 (as amended, replaced, superseded or otherwise modified from time to time, the "Credit Agreement") by and among Releasee; Releasor, as Administrative Agent; and the Lenders described therein, Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee and Releasor entered into that certain Security Agreement, dated as of April 15, 2003 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Grant of Trademark Security Interest, dated as of April 15, 2003 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired, to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral"):

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Releasee, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A, attached hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A, attached hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Releasee's business symbolized by the Trademarks and associated therewith; and
- (b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Lenders are the loss payee thereof or an additional insured thereunder), or any indemnity, warranty or guaranty,

payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of the Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2729 Frame 306 on May 7, 2003;

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Credit Agreement, the Security Agreement, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Credit Agreement, the Security Agreement, the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments, and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 11th day of February 2005.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: *Albert F. Schmitt*

Name: ALBERT F. SCHMITT

Title: DIRECTOR

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

ss.:

COUNTY OF New York

On this 11th day of February 2005, before me, the undersigned, personally appeared Mr. Albert Fischetti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Yoko Ryan

[NOTARY SEAL]

YOKO RYAN
Notary Public, State of New York
No. 01RY6026646
Qualified in Queens County
Commission Expires June 21, 20 07

SCHEDULE A
UNITED STATES TRADEMARK
REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Reg. No./Ser. No.</u>
DAN RIVER	0407813
DAN RIVER	0812258
DAN RIVER	0910143
DAN RIVER	0910163
DAN RIVER INC. (corporate logo)	0901599
DAN RIVER INC.	2658804
BED-IN-A-BAG DÉCOR	2571912
BED IN A BAG	2113088
BED-IN-A-BAG	2003752
BED IN A BAG EXTRAS	76/154190
BED IN A BAG LOGO	2021550
BED IN A BAG LOGO	1964833
BEDROOM-IN-A-BAG	2090184
CASUAL KIDS	2534395
DANCHECK	1630114
DRI-DON	0662645 (EXPIRED)
ESTERWELD	1536425
EVERYTHING YOU NEED TO DRESS YOUR BED	1708267
EVERYTHING YOU NEED TO DECORATE YOUR BEDROOM	2458496
MAGELLAN	1861850

<u>Mark</u>	<u>Reg. No./Ser. No.</u>
MY SNUGGLE PILLOW	1917299
PACKAGING FOR BED IN A BAG DÉCOR	
RIPPLESPUN	0397444
SUN-WEAVE	0806026
SUNWEAVE	2613245
TEEN CENTRAL	2705120
WRINKL-SHED	0607067
WRINKL-SHED	0560250
BED-IN-A-BAG	29500172-2
BED-IN-A-BAG	1910428-2
LOGO	19102829-8
CASUAL KIDS	20000028-8
CRITERION	29003481-3; 1469116
DAN RIVER	29003496-9
DAN RIVER	29003504-9
DAN RIVER	29003515-1
DAN RIVER	29003516-2
SPORTZONE	10200063-8
DANCHECK	19000488-6
DESIGN	29003544-3; 402819
DR SYMBOL	10100889-3
DRI-DON	29003500-05
ESTERWELD	20003192-3

<u>Mark</u>	<u>Reg. No./Ser. No.</u>
YOU NEED TO	19102830-0
YOU NEED TO	19901344-7
MAGELLAN	19301666-8
FOR BED IN A	19901471-8
SUN-WEAVE	29003586-9
SUNWEAVE	10000697-9
CENTRAL	10001369-6
WRINKL-SHED	29003593-7
WRINKL-SHED	29003594-8