

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Quality Baby Products, LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
First Quality Enterprises, Inc.		06/29/2011	CORPORATION: PENNSYLVANIA
First Quality Hygienic, Inc.		06/29/2011	CORPORATION: PENNSYLVANIA
First Quality Nonwovens, Inc.		06/29/2011	CORPORATION: PENNSYLVANIA
First Quality Products, Inc.		06/29/2011	CORPORATION: NEW YORK
First Quality Retail Services, LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
First Quality Tissue, LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
First Quality Water and Beverage, LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
Nutek Disposables, Inc.		06/29/2011	CORPORATION: PENNSYLVANIA
Paragon Trade Brands, LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 138

Property Type	Number	Word Mark
Serial Number:	75488066	COMFORT SHAPE
Serial Number:	77854034	COMFORT SHAPE

900203430

**TRADEMARK
 REEL: 004632 FRAME: 0669**

CH \$3465.00 75488066

Serial Number:	77694695	CUTIE PANTS
Serial Number:	75355994	CUTIES
Serial Number:	77396144	PANDA
Serial Number:	77426343	RED PANDA
Serial Number:	77541623	STRETCH-EEZ
Serial Number:	78159144	AT FIRST QUALITY WE PUT QUALITY OF LIFE FIRST
Serial Number:	85061964	ECO FRIENDLY MANUFACTURING PROCESS
Serial Number:	75444356	FIRST QUALITY
Serial Number:	77165079	FIRST QUALITY
Serial Number:	78447840	FIRST QUALITY
Serial Number:	78671087	FIRST QUALITY
Serial Number:	78890373	FIRST QUALITY
Serial Number:	78230823	FQ
Serial Number:	77165147	FQ FIRSTQUALITY
Serial Number:	77165173	FQ
Serial Number:	78230394	FQP
Serial Number:	77790003	FQT
Serial Number:	85186335	PLENTY
Serial Number:	85145090	PLENTY BY FIRST QUALITY
Serial Number:	85226357	DASH
Serial Number:	78072619	FEMTEX
Serial Number:	78704010	FEMTEX
Serial Number:	85187444	FEMTEX
Serial Number:	75403567	FIBER-LOCK
Serial Number:	78535597	OPAL
Serial Number:	78535594	OPAL BY FEMTEX
Serial Number:	75403568	POSI-LOCK PUNCH
Serial Number:	78160506	COMBAR
Serial Number:	77440148	KAZZMERE
Serial Number:	78162475	PILLOW BOND
Serial Number:	85253190	SILKSPUN+
Serial Number:	85157907	XTEND
Serial Number:	78094182	ADVANCED ZONING SYSTEM
Serial Number:	77227908	ALL NITES
Serial Number:	78094186	AZS

	78195910	AZS ADVANCED ZONING SYSTEM
Serial Number:	78322171	BEN-E-FIT
Serial Number:	78330038	BREEZERS
Serial Number:	77252052	CORRECT-FIT
Serial Number:	77587183	
Serial Number:	78480758	DRI-BED
Serial Number:	78384420	EASY AS 1-2-3
Serial Number:	78330741	EASY-LOCK FASTENER
Serial Number:	78330960	ELF
Serial Number:	85028552	FASTRAC
Serial Number:	78049447	FITS TO A T
Serial Number:	85238090	
Serial Number:	85238142	
Serial Number:	85238123	
Serial Number:	75495103	NU-FIT
Serial Number:	75793365	PERFIT
Serial Number:	75786904	PER-FIT
Serial Number:	74608359	PREVAIL
Serial Number:	75444355	PREVAIL
Serial Number:	77228054	PREVAIL ALL NITES
Serial Number:	77576912	PREVAIL AT HOME
Serial Number:	77545054	PREVAIL CLASSICS
Serial Number:	85028564	PREVAIL CROWN JEWEL
Serial Number:	77288148	PREVAIL IN THE MAIL
Serial Number:	85027723	PREVAIL PM
Serial Number:	85027679	QUICK WICK
Serial Number:	77884010	SILKY-SOFT
Serial Number:	85189234	SKIN SMART
Serial Number:	77611691	SMOOTHFIT
Serial Number:	77308234	
Serial Number:	85257909	
Serial Number:	74693321	TOTAL CARE
Serial Number:	85170525	
Serial Number:	77557826	VALUE BUY
Serial Number:	78742228	CLEAN CATCH POCKETS

	78241429	CRADLERS
Serial Number:	73691250	DIMENSION
Serial Number:	74401495	DRI SILK
Serial Number:	77125174	DRI-SOFT
Serial Number:	75199755	DRY BLUE QUILTING
Serial Number:	78170918	FEEL THE REAL DIFFERENCE
Serial Number:	78609415	FLEX-FIT
Serial Number:	75673806	FLEXI-WINGS
Serial Number:	78064063	FRESH TIMES
Serial Number:	77968197	GIGGLES
Serial Number:	78659457	GLOW N GROW
Serial Number:	78622050	KNOW & GO
Serial Number:	74530374	NITETIME
Serial Number:	77502599	ODOR GUARD
Serial Number:	74477777	OMNI-ODOR-GUARD
Serial Number:	78186825	OPTIONS
Serial Number:	78842890	POOL PACK
Serial Number:	78263704	RUNAROUNDS
Serial Number:	74359241	SILENT WEAVE
Serial Number:	76356750	SLEEP OVERS
Serial Number:	78125022	SLEEP PANTS
Serial Number:	77835046	SLEEP TITES
Serial Number:	78271297	SOFT-FIT
Serial Number:	78208704	SURECHOICE
Serial Number:	78213693	SUREDRIY
Serial Number:	73674323	SURETYS
Serial Number:	78622057	TEACH AND CHANGE
Serial Number:	77640756	TENDER TOUCH
Serial Number:	78308347	TRUE COMFORT COMES FROM TRUE CHOICE
Serial Number:	75142390	ULTRA FITS
Serial Number:	78309558	UNDIE-FIT
Serial Number:	73496252	VELSOFT
Serial Number:	77585338	VELSOFT
Serial Number:	78794459	WOBLERROOM
Serial Number:	78702458	FLEX-A-SIZE

	77936853	PANDA
Serial Number:	78980379	PANDA
Serial Number:	77562597	PLENTY
Serial Number:	78447824	PLENTY
Serial Number:	77566602	PREVAIL
Serial Number:	77426359	RED PANDA
Serial Number:	77474128	SEPTIC SAFE
Serial Number:	77648279	ADVANCED MULTIPLICATION PURIFICATION
Serial Number:	77925138	ECO FRIENDLY MANUFACTURING PROCESS
Serial Number:	77945739	
Serial Number:	77657614	PUREAU
Serial Number:	85145109	AMERICAN STAR
Serial Number:	75434067	SINGLE HAND DISPENSING
Serial Number:	85179770	TENDER TOUCH
Serial Number:	85051500	TRI-FORM
Serial Number:	73204834	BABY COMFORT
Serial Number:	74337380	BABY COMFORT
Serial Number:	76175851	BABY ME
Serial Number:	74471550	DOUBLERS
Serial Number:	74178687	DRI-GUARD
Serial Number:	75630788	DRI-GUARD
Serial Number:	73779128	DRY'N HAPPY
Serial Number:	75236218	KIDPANTS
Serial Number:	74314499	PARAGON TRADE BRANDS
Serial Number:	73326074	SMILES
Serial Number:	73773323	SOFT-STRETCH
Serial Number:	73285704	TEDDY BEAR
Serial Number:	75181186	ULTRA SOFT-STRETCH
Serial Number:	74006522	ULTRASOFTS
Serial Number:	74734365	WONDERDRYS
Serial Number:	74279907	WONDERPANTS

CORRESPONDENCE DATA

Fax Number: (212)822-5137
Phone: 212-530-5000
Email: wmcnamara@milbank.com

TRADEMARK
REEL: 004632 FRAME: 0673

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: William J. McNamara
Address Line 1: Milbank, Tweed, Hadley & McCloy LLP
Address Line 2: 1 Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	57000-08703
NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	09/29/2011

Total Attachments: 82

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**GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS (the “**Agreement**”) is made effective as of the 29th day of June, 2011 by and among **FIRST QUALITY PRODUCTS, INC., FIRST QUALITY HYGIENIC, INC., FIRST QUALITY NONWOVENS, INC., FIRST QUALITY TISSUE, LLC, FIRST QUALITY ENTERPRISES, INC., NUTEK DISPOSABLES, INC., FIRST QUALITY BABY PRODUCTS, LLC, FIRST QUALITY WATER & BEVERAGE, LLC, FIRST QUALITY RETAIL SERVICES, LLC** and **PARAGON TRADE BRANDS, LLC** (each a “**Grantor**” and collectively, the “**Grantors**”) and **JPMORGAN CHASE BANK, N.A.** (the “**Collateral Agent**”) acting in the capacity of collateral agent for the benefit of the Secured Parties (as defined in the Security Agreement (as defined below)).

BACKGROUND

Pursuant to that certain Fourth Amended and Restated Security Agreement dated of even date herewith, between the Grantors (as defined therein) (including the Grantors) and the Collateral Agent (such Security Agreement, as the same may hereafter be amended, extended, restated, supplemented, otherwise modified, replaced or refinanced from time to time, being referred to herein as the “**Security Agreement**”), the Grantors (as defined therein) granted to the Collateral Agent, for the benefit of the Secured Parties in accordance with the terms of the Intercreditor Agreement (as defined in the Security Agreement), a security interest in all of such Grantors’ assets, including, without limitation, their patents, patent rights, patent applications, service marks, trademarks, service mark applications, trademark applications, trade names, goodwill, copyrights, and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. **Incorporation of Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth or provided in the Security Agreement. All obligations of the Grantors to the Secured Parties, whether now or hereafter owing or existing under the Security Agreement or the other Senior Secured Debt Documents (as defined in the Intercreditor Agreement), and all other indebtedness and obligations constituting “**Secured Obligations**” under the Security Agreement, are referred to herein collectively as the “**Secured Obligations**”.

2. **Grant of Security Interest.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties in accordance with the terms of the Intercreditor Agreement, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A** hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part, thereof, (b) all income, royalties, damages and payments now and thereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present, or future

infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(ii) service marks, trademarks, service mark and trademark registrations, trade names, and trademark and service mark applications, including, without limitation, the service mark and trademark registrations and applications listed on Exhibit B hereto and made a part hereof, but not including the collateral excluded under Section 3 hereof even if listed on such Exhibit B, and (a) the goodwill of the business connected with the use thereof and symbolized thereby, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, service mark and trademark registrations, service mark and trade names and applications together with the items described in clauses (a)-(e), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); and

(iii) United States, state and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the applications referred to in Exhibit C hereto (as such schedule may be amended or supplemented from time to time), (b) all extensions and renewals thereof, (c) all rights corresponding thereto throughout the world, (d) all rights to sue for past, present and future infringements thereof, (e) all licenses, claims, damages and proceeds of suit arising therefrom, and (f) all payments and rights to payments arising out of the sale, lease, license, assignment, or other disposition thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”).

3. **Excluded Collateral.** The security interest granted under Section 2 hereof shall not attach to the following collateral: (i) any lease, license, contract, property rights or agreement to which each Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (1) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (2) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); (ii) any Trademark application filed in the U.S. Patent and Trademark office (the “**PTO**”) on the basis of any Grantor’s intent to use such Trademark(s) unless and until evidence of such Grantor’s use in commerce (within the meaning of The Lanham Act, 15 U.S.C. §§ 1051 et seq.) thereof has been filed in the PTO; and (iii) any other assets as to which the Administrative Agent has determined, in its reasonable discretion, and confirmed in writing to the Grantors that the costs or other consequences (including adverse tax consequences) of providing a security interest therein is excessive in view of the benefits to be obtained by the Secured Parties.

4. **New Patents, Trademarks, Copyrights and Licenses.** If any Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark

registration, or copyright renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** hereof shall automatically apply thereto and such Grantor shall, once quarterly if requested by the Collateral Agent, give to the Collateral Agent written notice of any registrations or applications thereof which are owned by such Grantor. The Grantors hereby authorize the Collateral Agent to modify this Agreement by amending **Exhibit A, B** and/or **C** hereto, as applicable, to include any future U.S. federal and state patents, patent applications, trademark registrations, trademark applications, and copyrights registrations which are Patents, Trademarks, or Copyrights, as applicable, under **Section 2** hereof or under this **Section 4** and authorize the Collateral Agent to file this executed agreement at a future date with said modified schedules.

5. **License to Collateral Agent.** Each of the Grantors hereby agrees that the Collateral Agent may use (on a nonexclusive basis, to the extent the applicable Grantor has the lawful right to do so) all Patents, Trademarks, and Copyrights in connection with the exercise of its remedies under the Security Agreement upon and during the continuation of an Event of Default without any liability for royalties or other related charges from the Collateral Agent or the Secured Parties to such Grantor subject, in the case of licenses of any Trademark, to reasonable rights of quality control in favor of the owner of such Trademark. The term of such rights of use by the Collateral Agent shall remain in full force and effect until the earlier of (i) the expiration of each of the respective Patents, Trademarks, and Copyrights pledged hereunder, or (ii) the payment in full of all Secured Obligations (other than Qualified Residual Obligations) and the expiration or termination of the commitments to extend credit thereunder, the letters of credit issued thereunder and any other contingent obligation included in the Secured Obligations (other than Qualified Residual Obligations). For the avoidance of doubt, the foregoing license shall be in addition to any rights that the Collateral Agent has under Section 7 of the Security Agreement.

6. **Release of Security Interest.** This grant of security interests is made for collateral purposes only. Upon payment in full of all Secured Obligations (other than Qualified Residual Obligations) and the expiration or termination of the commitments to extend credit thereunder, the letters of credit issues thereunder and any other contingent obligation included in the Secured Obligations (other than Qualified Residual Obligations), the security interests granted by this Agreement shall terminate and all interests held by the Collateral Agent in the Patents, Trademarks, and Copyrights (but subject to any disposition thereof which may have been made by the Collateral Agent pursuant hereto or pursuant to the Senior Secured Debt Documents) shall revert and be deemed reassigned to the Grantors and all obligations of the Grantors under this Agreement shall terminate (other than any provisions hereof that are expressly stated as surviving such termination, which provisions shall survive and remain in full force and effect regardless of such payment and expiration or termination). Upon any such termination, the Collateral Agent shall, at the Grantors' request and expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination reversions and/or reassignment, without recourse, representation, or warranty of any kind.

7. **Collateral Agent's Right to Sue.** Upon and during the continuation of an Event of Default the Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if the Collateral Agent shall commence any such suit, at such time as it is permitted to do so, each of the Grantors shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such enforcement and each of the Grantors shall promptly, upon demand (on a joint and several basis) reimburse and indemnify the Collateral Agent for all reasonable costs and expenses incurred by the Collateral Agent in the exercise of its rights under this **Section 7**.

8. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

9. **Modification.** Except as specifically provided in **Section 4** hereof none of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Collateral Agent (with appropriate direction from the requisite holders of the Secured Obligations as provided in the Intercreditor Agreement) and the Grantors.

10. **Cumulative Remedies; Power of Attorney; Effect on Senior Secured Debt Documents.** All of the Collateral Agent's rights and remedies with respect to the Patents, Trademarks, and Copyrights, whether established hereby or by the Senior Secured Debt Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. In connection with the Collateral Agent's exercise of its remedies under Section 7 of the Security Agreement upon and during the continuation of an Event of Default, each Grantor hereby irrevocably appoints (so long as this Agreement shall remain in effect) the Collateral Agent and/or any officer or agent of the Collateral Agent as the Collateral Agent may select, in its sole discretion (such appointment to be coupled with an interest), as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse any such Grantor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by the Collateral Agent, the Secured Parties or their respective successors or assigns of the Patents, Trademarks and/or Copyrights, (ii) take any other actions with respect to the Patents, Trademarks and/or Copyrights as the Collateral Agent reasonably deems in the best interest of the Collateral Agent and the Secured Parties, or (iii) sell, transfer, assign, lease or license (on an exclusive or nonexclusive basis, to the extent the applicable Grantor has the lawful right to do so), subject to licenses in effect as of the date of such sale, transfer, assignment, lease or license, pledge, make any agreement with respect to or otherwise deal with any of the Patents, Trademarks and/or Copyrights as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve, or realize upon any of the Patents, Trademarks and/or Copyrights and the Collateral Agent's security interest therein as fully and effectively as such Grantor might do (including, without limitation, notifying the United States Postal Office to change the address for delivery of mail to such Grantor to an address as the Collateral Agent may designate). Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent or the Secured Parties under the Senior Secured Debt Documents but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

11. **Binding Effect; Benefits.** All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent Secured Parties) whether so expressed or not (provided that no Grantor shall assign or transfer its rights or obligations hereunder without the prior written consent of the Collateral Agent).

12. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with and be governed by the law of the State of New York , without giving effect to principles of conflicts of laws thereof, except Sections 5-1401 and 5-1402 of the New York General Obligations Law.

13. **Waivers.** Neither the failure nor any delay on the part of the Collateral Agent to exercise any right, remedy, power or privilege under this Agreement or the Senior Secured Debt Documents upon the occurrence of any Event of Default or otherwise shall operate as a waiver thereof or impair any such right, remedy, power or privilege. No waiver of any Event of Default shall affect any other Event of Default or shall impair any rights of the Collateral Agent. No single, partial or full exercise of any rights, remedies, powers and privileges by the Collateral Agent shall preclude further or other exercise thereof. No course of dealing between the Collateral Agent and any Grantor shall operate as or be deemed to constitute a waiver of the Collateral Agent's rights under this Agreement or the Senior Secured Debt Documents or affect the duties or obligations of such Grantor.

14. **Confirmation of Security Interest.** Certain of the Grantors are party to (i) that certain Third Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by First Quality Products, Inc. and the Collateral Agent for the benefit of the Secured Parties; (ii) that certain Third Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by First Quality Hygienic, Inc. and the Collateral Agent for the benefit of the Secured Parties; (iii) that certain Third Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by First Quality Nonwovens, Inc. and the Collateral Agent for the benefit of the Secured Parties; (iv) that certain Third Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by First Quality Enterprises, Inc. and the Collateral Agent for the benefit of the Secured Parties; (v) that certain Third Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by First Quality Tissue, LLC and the Collateral Agent for the benefit of the Secured Parties; (vi) that certain Second Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by Nutek Disposables, Inc. and the Collateral Agent for the benefit of the Secured Parties; (vii) that certain Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by First Quality Retail Services, LLC and the Collateral Agent for the benefit of the Secured Parties; (viii) that certain Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by First Quality Baby Products, LLC and the Collateral Agent for the benefit of the Secured Parties; and (ix) that certain Amended and Restated Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights dated April 18, 2008 by Paragon Trade Brands, LLC and the Collateral Agent for the benefit of the Secured Parties (collectively, the “**Prior IP Security Agreements**”). Nothing contained herein shall be deemed to constitute a novation, termination, waiver, release, satisfaction, accord or accord and satisfaction of the Prior IP Security Agreements, the obligations evidenced thereby or the security interests granted thereunder as they relate to the Secured Obligations evidenced by the Senior Secured Debt Documents to the extent such obligations are outstanding as of the date hereof, and each Grantor party to a Prior IP Agreement hereby confirms that the security interests granted to the Collateral Agent pursuant thereto continue hereunder to secure such Secured Obligations.

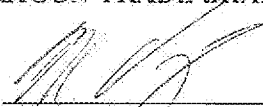
15. **Inconsistent Provisions.** If any provision of this Agreement shall be inconsistent with, or contrary to, any provision in the Security Agreement and/or the Intercreditor Agreement, the provision in the Security Agreement or the Intercreditor Agreement, as applicable, shall be controlling, and shall


supersede such inconsistent provision to the extent necessary to give full effect to all provisions contained in the Security Agreement or the Intercreditor Agreement, as applicable.

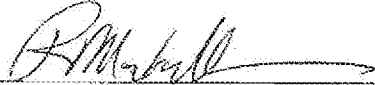
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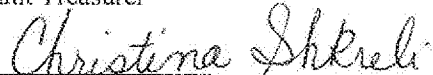
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

FIRST QUALITY PRODUCTS, INC.
FIRST QUALITY HYGIENIC, INC.
FIRST QUALITY NONWOVENS, INC.
FIRST QUALITY TISSUE, LLC
FIRST QUALITY ENTERPRISES, INC.
NUTEK DISPOSABLES, INC.
FIRST QUALITY BABY PRODUCTS, LLC
FIRST QUALITY WATER & BEVERAGE,
LLC
FIRST QUALITY RETAIL SERVICES, LLC
PARAGON TRADE BRANDS, LLC

By: 
Moshe Oppenheim
Assistant Secretary

Attest: 
Name: Christina Shkrel
Title: Administrative Assistant

By: 
Richard Martorella
Assistant Treasurer

Attest: 
Name: Christina Shkrel
Title: Administrative Assistant

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 004632 FRAME: 0682

ACKNOWLEDGMENT

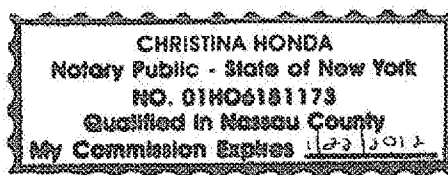
STATE OF NEW YORK :
 :
 : ss:
COUNTY OF NASSAU :

On this 29 day of June, 2011, before me, a Notary Public, personally appeared Moshe Oppenheim, who acknowledged himself to be a duly acting Assistant Secretary of First Quality Products, Inc., a New York corporation, First Quality Hygienic, Inc., a Pennsylvania corporation, First Quality Nonwovens, Inc., a Pennsylvania corporation, First Quality Tissue, LLC, a Delaware limited liability company, First Quality Enterprises, Inc., a Pennsylvania corporation, Nutek Disposables, Inc., a Pennsylvania corporation, First Quality Baby Products, LLC, a Delaware limited liability company, First Quality Water & Beverage, LLC, a Delaware limited liability company, First Quality Retail Services, LLC, a Delaware limited liability company, and Paragon Trade Brands, LLC, a Delaware limited liability company and that as such Assistant Secretary, being duly authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing his name as such Assistant Secretary on behalf of the companies.

Christina Honda

Notary Public

My Commission Expires: 1/22/2012



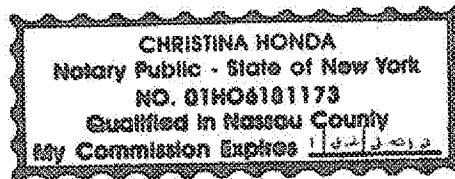
[ACKNOWLEDGMENT TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF NEW YORK :
 :SS:
COUNTY OF NASSAU :

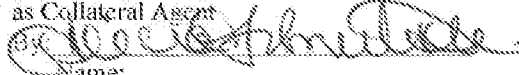
On this 29th day of June, 2011, before me, a Notary Public, personally appeared Richard Martorella, who acknowledged himself to be a duly acting Assistant Treasurer of First Quality Products, Inc., a New York corporation, First Quality Hygienic, Inc., a Pennsylvania corporation, First Quality Nonwovens, Inc., a Pennsylvania corporation, First Quality Tissue, LLC, a Delaware limited liability company, First Quality Enterprises, Inc., a Pennsylvania corporation, Nutek Disposables, Inc., a Pennsylvania corporation, First Quality Baby Products, LLC, a Delaware limited liability company, First Quality Water & Beverage, LLC, a Delaware limited liability company, First Quality Retail Services, LLC, a Delaware limited liability company, and Paragon Trade Brands, LLC, a Delaware limited liability company and that as such Assistant Treasurer, being duly authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing his name as such Assistant Treasurer on behalf of the companies.

Christina Honda
Notary Public
My Commission Expires: 1/27/2012



[ACKNOWLEDGMENT TO IP SECURITY AGREEMENT]

JPMORGAN CHASE BANK, N.A.
as Collateral Agent



Name:

Title:

ALICIA T. SCHREIBEIN
VICE PRESIDENT

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 004632 FRAME: 0685

EXHIBIT B

**TRADEMARK SCHEDULES TO
GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

See Attached.

PARAGON TRADE BRANDS, LLC - TRADEMARKS

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
Canada	ADORABLE	428074 (0692166)	6/3/1994 (10/18/1991)	Registered
U.S.	BABY COMFORT	1170311 (73204834)	9/22/1981 (2/23/1979)	Registered
U.S.	BABY COMFORT	1786743 (74337380)	8/10/1993 (12/7/1992)	Registered
U.S.	BABY ME	2568422 (76175851)	5/7/2002 (12/2/2000)	Registered
Canada	COMFORT WEAVE	533291 (0820924)	9/25/2000 (8/16/1996)	Registered
U.S.	DOUBLERS Stylized	1871299 (74471550)	1/3/1995 (12/17/1993)	Registered
Canada	DRI-GUARD	533769 (083848)	9/28/2000 (3/5/1997)	Registered
U.S.	DRI-GUARD	1805253 (74178687)	11/16/1993 (6/24/1991)	Registered
U.S.	DRI-GUARD	2416393 (75630788)	12/26/2000 (1/29/1999)	Registered
Canada	DRI-LOCK	533293 (0820925)	9/25/2000 (8/16/1996)	Registered
U.S.	DRY'N HAPPY	1557983 (73779128)	9/26/1989 (1/31/1989)	Registered
Canada	GIGGLES	441160 (0650575)	3/31/1995 (2/9/1990)	Registered

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
U.S.	KIDPANTS	2160196 (75236218)	5/26/1998 (2/4/1997)	Registered
Mexico	LOVING TOUCH	428155	(8/11/1992)	Registered
Canada	MICRO-PORE	534881 (0826361)	10/17/2000 (10/18/1996)	Registered
Canada	PARAGON and Design	428589 (0715863)	6/10/1994 (11/3/1992)	Registered
U.S.	PARAGON TRADE BRANDS and Design	1860369 (74314499)	10/25/1994 (9/17/1992)	Registered
Canada	RISSETTES	333846 (0564788)	11/6/1987 (6/20/1986)	Registered
Canada	SMILES	326492 (0562143)	4/16/1987 (5/6/1986)	Registered
U.S.	SMILES	1210639 (73326074)	9/28/1982 (8/31/1981)	Registered
Canada	SOFT STRETCH	389322 (0627515)	10/4/1991 (3/14/1989)	Registered
U.S.	SOFT-STRETCH	1590837 (73773323)	4/10/1990 (1/6/1989)	Registered
Canada	SOFTLOK	490944 (0748351)	3/5/1998 (2/25/1994)	Registered
U.S.	TEDDY BEAR and Design	1218462 (73285704)	11/30/1982 (11/13/1980)	Registered
Canada	ULTRA SOFT-STRETCH	526294 (0826363)	3/31/2000 (10/18/1996)	Registered
U.S.	ULTRA SOFT-STRETCH	2168406 (75181186)	6/23/1998 (10/15/1996)	Registered
U.S.	ULTRASOFTS Stylized	1639711 (74006522)	4/2/1991 (11/29/1989)	Registered

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
Canada	UNDEEZ	428540 (0708278)	6/10/1994 (7/3/1992)	Registered
U.S.	WONDERPANTS	1836726 (74279907)	5/17/1994 (6/1/1992)	Registered
U.S.	WONDERDRYS	1993603 (74734365)	8/13/1996 (9/26/1995)	Registered
China	LOVING TOUCH	1176476 (1176476)	5/21/1998	Pending

FIRST QUALITY PRODUCTS, INC. - TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Appn No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
United States of America	ACTIVA SYSTEM	78/104,531	24-Jan-2002	2,882,873	07-Sep-2004	Abandoned
United States of America	ADVANCED ZONING SYSTEM	78/094,182	19-Nov-2001	2,703,266	01-Apr-2003	Registered
Canada	ALL NITES	1136269	03-Apr-2002	599,301	13-Jan-2004	Registered
Canada	ALL NITES	1355061	10-Jul-2007	714,637	16-May-2008	Registered
European Community	ALL NITES	002636157	02-Apr-2002	002636157	16-Oct-2003	Registered
Mexico	ALL NITES	546590	10-May-2002	763170	27-Sep-2002	Registered
Mexico	ALL NITES	546589	10-May-2002	762368	30-Aug-2002	Registered
Mexico	ALL NITES	546591	10-May-2002	763171	27-Sep-2002	Registered
United States of America	ALL NITES	78/084,224	17-Sep-2001	2,722,670	03-Jun-2003	Abandoned
United States of America	ALL NITES	77/227,908	12-Jul-2007	3,381,581	12-Feb-2008	Registered
United States of America	AZS	78/094,186	19-Nov-2001	2,703,267	01-Apr-2003	Registered
United States of America	AZS ADVANCED ZONING SYSTEM	78/195,910	18-Dec-2002	2,909,184	07-Dec-2004	Registered
Canada	BEN-E-FIT	1199443	11-Dec-2003			Abandoned
Puerto Rico	BEN-E-FIT	60,312	11-Feb-2004	60,312	11-Feb-2004	Abandoned
United States of America	BEN-E-FIT	78/322,171	03-Nov-2003	3,697,102	13-Oct-2009	Registered
United States of America	BENE-FIT	78/322,164	03-Nov-2003			Abandoned

Canada	BREEZERS	1,199,444	11-Dec-2003	679,102	09-Jan-2007	Registered
Puerto Rico	BREEZERS	60,313	11-Feb-2004	60,313	11-Feb-2004	Abandoned

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	BREEZERS	78/330,038	19-Nov-2003	3,059,471	14-Feb-2006	Registered
Canada	CIRCLE DESIGN	1416299	29-Oct-2008			Pending
United States of America	CORRECT-A-FIT	77/252,067	10-Aug-2007			Abandoned
United States of America	CORRECT-FIT	77/252,052	10-Aug-2007			Allowed
India	CUTIES	1594279	23-Aug-2007			Pending
Puerto Rico	CUTIES	66685	25-Oct-2005	70,318	17-Jan-2008	Registered
Puerto Rico	CUTIES	66674	21-Oct-2005	66,674	17-Jan-2008	Registered
United States of America	DESIGN MARK	77/587,183	07-Oct-2008			Allowed
United States of America	DRI-BED	78/104,519	24-Jan-2002			Abandoned
United States of America	DRI-BED	78/480,758	09-Sep-2004	3,677,833	01-Sep-2009	Registered
European Community	EASY AS 1-2-3	002408417	12-Oct-2001	2408417	24-Apr-2003	Registered
United States of America	EASY AS 1-2-3	78/058,572	16-Apr-2001			Abandoned
United States of America	EASY AS 1-2-3	78/384,420	15-Mar-2004	3,019,852	29-Nov-2005	Registered
Canada	EASY-LOCK FASTENER	1358861	07-Aug-2007			Published
United States of America	EASY-LOCK FASTENER	78/330,741	20-Nov-2003	3,007,873	18-Oct-2005	Registered
Canada	ELF	1358862	07-Aug-2007	719,545	28-Jul-2008	Registered
United States of America	ELF	78/330,960	20-Nov-2003	3,036,605	27-Dec-2005	Registered
United States of America	EXTREME-FIT	77/069,592	21-Dec-2006			Abandoned
United States of America	EZ CHANGE	77/332,839	19-Nov-2007			Allowed

Switzerland

F Q FIRST QUALITY

03589/1996

20-May-1996

441.957

20-May-1996

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0693

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	FAITH	78/386,077	17-Mar-2004			Abandoned
United States of America	FASTRAC	78/854,267	05-Apr-2006			Abandoned
United States of America	FASTRAC	85/028,552	03-May-2010			Published
Australia	FEMTEX	758182	25-Mar-1998	758182	19-Oct-2000	Registered
European Community	FEMTEX	000250704	09-May-1996	000250704	25-Jun-1998	Registered
New Zealand	FEMTEX	293865	16-Jun-1998	293865	16-Jun-1998	Registered
Switzerland	FEMTEX	03591/1996	20-May-1996	442.423	20-May-1996	Registered
United States of America	FETCHERS	77/112,711	21-Feb-2007			Abandoned
Australia	FIRST QUALITY	748969	18-Nov-1997			Abandoned
Brazil	FIRST QUALITY					Abandoned
European Community	FIRST QUALITY	000460170	06-Feb-1997			Abandoned
New Zealand	FIRST QUALITY	277072	23-May-1996			Abandoned
Norway	FIRST QUALITY					Abandoned
Uruguay	FIRST QUALITY					Abandoned
United States of America	FITS TO A T	78/049,447	21-Feb-2001	2,720,065	27-May-2003	Registered
United States of America	FQ	75/433,698	10-Dec-1998			Abandoned
Mexico	FQ FIRST QUALITY &	668999	28-Jul-2004	878123	26-Apr-2005	Registered
Mexico	FQ FIRST QUALITY &	668998	28-Jul-2004	850469	15-Sep-2004	Registered
Canada	FQ FIRST QUALITY DESIGN	1224210	20-Jul-2004			Abandoned

United States of America

HEART DESIGN

85/238,090

09-Feb-2011

Pending

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0695

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	LEAF IN A CIRCLE DESIGN	85/238,142	09-Feb-2011			Pending
United States of America	LEAF IN AN OVAL DESIGN	85/238,123	09-Feb-2011			Pending
United States of America	NU-FIT	75/495,103	03-Jun-1998	2,878,408	21-Jan-2003	Registered
United States of America	NUTEK	75/546,702	02-Sep-1998			Abandoned
Sudan	PERFIT	034858	30-Jan-2006			Abandoned
United States of America	PERFIT	75/793,365	07-Sep-1999	2,889,408	28-Sep-2004	Registered
Canada	PER-FIT	1394532	07-May-2008			Allowed
Costa Rica	PER-FIT	2004-0009177				Pending
Guatemala	PER-FIT	1873-2005	21-Mar-2005	152,660	25-Oct-2007	Registered
Jamaica	PER-FIT	46,203	30-Dec-2004	46,203	15-Dec-2006	Registered
Mexico	PER-FIT	0708307	18-Mar-2005	880491	29-Apr-2005	Registered
Panama	PER-FIT	139619	22-Dec-2004	139619	09-Apr-2008	Registered
United States of America	PER-FIT	75/786,904	27-Aug-1999	2,559,548	09-Apr-2002	Registered
Venezuela	PER-FIT	2005-009859	12-May-2005			Published
United States of America	POSI-LOCK	75/403,556	04-Dec-1997			Abandoned
Australia	PREVAIL	915260	31-May-2002	915260	11-Oct-2004	Registered
Brazil	PREVAIL					Abandoned
Canada	PREVAIL	1225346	29-Jul-2004	644,168	13-Jul-2005	Registered
Canada	PREVAIL	1365961	02-Oct-2007			Allowed

European Community

PREVAIL

000255786

09-May-1996

000255786

25-Jun-1998

Registered

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0697

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
India	PREVAIL	1593448	22-Aug-2007	1593448	02-Feb-2011	Registered
Israel	PREVAIL	225663	08-Dec-2009			Published
Israel	PREVAIL	225636	08-Dec-2009			Pending
Israel	PREVAIL	225637	08-Dec-2009			Published
New Zealand	PREVAIL	277070	23-May-1997	277070	23-May-1997	Registered
Norway	PREVAIL	963302	28-May-1996	182498	05-Jun-1997	Registered
Switzerland	PREVAIL	03590/1996	20-May-1996	441.552	16-Jun-1997	Registered
United States of America	PREVAIL	75/444,355	04-Mar-1998	2,390,758	03-Oct-2000	Registered
United States of America	PREVAIL	74/608,359	08-Dec-1994	1,986,312	09-Jul-1996	Registered
United States of America	PREVAIL					Abandoned
Uruguay	PREVAIL					Abandoned
Venezuela	PREVAIL	6965-97	08-May-1998	6965-97	08-May-1998	Registered
Canada	PREVAIL ALL NITES	1,136,268	03-Apr-2002	TMA626,578	24-Nov-2004	Registered
Canada	PREVAIL ALL NITES	1355062	10-Jul-2007	714,636	16-May-2008	Registered
European Community	PREVAIL ALL NITES	002636264	02-Apr-2002	002636264	10-Oct-2003	Registered
Mexico	PREVAIL ALL NITES	546594	10-May-2002	763173	27-Sep-2002	Registered
Mexico	PREVAIL ALL NITES	546593	10-May-2002	781653	28-Feb-2003	Registered
Mexico	PREVAIL ALL NITES	546592	10-May-2002	763172	27-Sep-2002	Registered
United States of America	PREVAIL ALL NITES	78/084,222	17-Sep-2001	2,720,118	27-May-2003	Abandoned

United States of America

PREVAIL ALL NITES

77/228,054

12-Jul-2007

3,381,582

12-Feb-2008

Registered

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0699

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	PREVAIL AT HOME	77/576,912	23-Sep-2008	3,791,926	25-May-2010	Registered
United States of America	PREVAIL CLASSICS	78/419,156	14-May-2004			Abandoned
United States of America	PREVAIL CLASSICS	77/545,054	12-Aug-2008			Allowed
United States of America	PREVAIL CROWN JEWEL	78/854,248	05-Apr-2006			Abandoned
United States of America	PREVAIL CROWN JEWEL	85/028,564	03-May-2010			Published
Canada	PREVAIL IN THE MAIL	1365182	26-Sep-2007			Allowed
United States of America	PREVAIL IN THE MAIL	77/288,148	25-Sep-2007			Allowed
United States of America	PREVAIL PM	78/808,812	07-Feb-2006			Abandoned
United States of America	PREVAIL PM	85/027,723	30-Apr-2010			Published
United States of America	PREVAIL SILKY-SOFT					Abandoned
Canada	QUICK WICK	1366979	10-Oct-2007			Allowed
United States of America	QUICK WICK	78/827,217	02-Mar-2006			Abandoned
United States of America	QUICK WICK	85/027,679	30-Apr-2010			Published
United States of America	SILKY SOFT	77/884,010	02-Dec-2009			Allowed
United States of America	SILKY-SOFT	78/543,228	06-Jan-2005			Abandoned
United States of America	SINGLE HAND DISPENSING	75/433,560	04-Feb-1998			Abandoned
Canada	SKIN SMART	1507215	09-Dec-2010			Pending
United States of America	SKIN SMART	85/189,234	02-Dec-2010			Published
Canada	SMOOTHFIT	1418930	20-Nov-2008			Allowed

United States of America

SMOOTHFIT

77/611,691

11-Nov-2008

Allowed

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0701

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	SPUNSOFT					Abandoned
United States of America	STAR WITH A FACE	77/308,234	19-Oct-2007	3,577,458	17-Feb-2009	Registered
Canada	STRETCH FIT	1435451	22-Apr-2009			Allowed
United States of America	STRETCH FIT	77/672,102	17-Feb-2009			Pending
United States of America	STYLIZED CIRCLE	85/257,909	04-Mar-2011			Pending
United States of America	TOTAL CARE	74/693,321	26-Jun-1995	2,278,241	14-Sep-1999	Registered
United States of America	TRIANGLE IN A CIRCLE DESIGN	85/170,525	05-Nov-2010			Published
United States of America	ULTRA SMOOTH					Abandoned
United States of America	VALUE BUY	78/444,050	30-Jun-2004			Abandoned
United States of America	VALUE BUY	77/557,826	28-Aug-2008			Allowed
United States of America	XTREMEFIT	77/102,363	08-Feb-2007			Abandoned

FIRST QUALITY HYGIENIC, INC. - TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Appn No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Canada	COMFORT SHAPE	1400979	25-Jun-2008	752,939	12-Nov-2009	Registered
United States of America	COMFORT SHAPE	75/488,058	14-May-1998	2,659,797	10-Dec-2002	Abandoned
United States of America	DASH	85/226,357	26-Jan-2011			Published
Argentina	FEMTEX	1996643	24-Aug-1995	1717125	27-Jan-1999	Abandoned
Brazil	FEMTEX	819590835	06-Dec-1996	819590835	18-Dec-2001	Registered
Colombia	FEMTEX	95021853	22-May-1995	254212	19-Sep-2001	Registered
India	FEMTEX	1594692	24-Aug-2007			Pending
Israel	FEMTEX	224841	15-Nov-2009	224841	09-Jan-2011	Registered
Mexico	FEMTEX					Abandoned
Norway	FEMTEX	963303	28-May-1996	182499	05-Jun-1997	Abandoned
Peru	FEMTEX	012110	13-Sep-1995	019341	13-Sep-1995	Abandoned
Taiwan	FEMTEX	096053187	12-Nov-2007	01323221	16-Aug-2008	Registered
United States of America	FEMTEX	78/072,619	06-Jul-2001	2,556,201	02-Apr-2002	Registered
United States of America	FEMTEX	78/704,010	31-Aug-2005			Allowed
United States of America	FEMTEX	77/079,779	10-Jan-2007			Abandoned
United States of America	FEMTEX	85/187,444	30-Nov-2010			Published

Uruguay

FEMTEX

Abandoned

Venezuela

FEMTEX

Abandoned

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	FEMTEX CROWN JEWEL	78/854,326	05-Apr-2006			Allowed
United States of America	FEMTEX OPAL	78/511,503	04-Nov-2004			Abandoned
Canada	FIBER - LOCK	1,338,740	09-Mar-2007	707,543	15-Feb-2008	Registered
Puerto Rico	FIBER-LOCK	75035	11-Feb-2011			Pending
United States of America	FIBER-LOCK	75/403,567	04-Dec-1997	2,283,969	05-Oct-1999	Registered
Israel	OPAL	224838	15-Nov-2009	224838	09-Jan-2011	Registered
United States of America	OPAL	78/535,597	20-Dec-2004	3,131,072	15-Aug-2006	Registered
United States of America	OPAL BY FEMTEX	78/535,594	20-Dec-2004	3,131,071	15-Aug-2006	Registered
United States of America	OPAESCENCE	78/537,043	22-Dec-2004			Abandoned
United States of America	OPAESCENT	78/537,051	22-Dec-2004			Abandoned
Canada	POSI-LOCK PUNCH	1351012	11-Jul-2007	714,590	16-May-2008	Registered
Puerto Rico	POSI-LOCK PUNCH	75661	11-Feb-2011			Pending
United States of America	POSI-LOCK PUNCH	75/403,568	04-Dec-1997	2,283,970	05-Oct-1999	Registered
United States of America	SURE GRIP	78/211,829	06-Feb-2003			Abandoned

FIRST QUALITY NONWOVENS, INC. - TRADEMARKS

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	COMBAR	78/160,506	04-Sep-2002	3,002,505	27-Sep-2005	Registered
Argentina	KAZZMERE	3070764	03-Mar-2011			Pending
Australia	KAZZMERE		04-Mar-2011			Pending
Brazil	KAZZMERE		04-Mar-2011			Pending
Canada	KAZZMERE	1397907	03-Jun-2008			Opposed
European Community	KAZZMERE	9784463	04-Mar-2011			Pending
India	KAZZMERE		08-Mar-2011			Pending
Japan	KAZZMERE	2011-015167	03-Mar-2011			Pending
Mexico	KAZZMERE	1159311	02-Mar-2011			Pending
Puerto Rico	KAZZMERE	75433	11-Mar-2011			Pending
Russian Federation	KAZZMERE	2011 707 801	18-Mar-2011			Pending
United States of America	KAZZMERE	77/440,148	04-Apr-2008	3,687,705	22-Sep-2009	Registered
United States of America	PILLOW BOND	78/162,475	10-Sep-2002	2,936,797	29-Mar-2005	Registered
United States of America	PILLOW BOND PLUS	78/161,396	06-Sep-2002			Abandoned
United States of America	PILLOW BOND+	78/161,374	06-Sep-2002			Abandoned
Argentina	SILKSPUN+	3071398	09-Mar-2011			Pending

Australia	SILKSPUN+	1412769	07-Mar-2011	Pending
Brazil	SILKSPUN+		15-Mar-2011	Pending

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Canada	SILKSPUN+	1518245	08-Mar-2011			Pending
European Community	SILKSPUN+	9792458	08-Mar-2011			Pending
India	SILKSPUN+	2113444	10-Mar-2011			Pending
Japan	SILKSPUN+	2011-016954	09-Mar-2011			Pending
Mexico	SILKSPUN+	1163038	15-Mar-2011			Pending
Puerto Rico	SILKSPUN+	75435	11-Mar-2011			Pending
Russian Federation	SILKSPUN+	2011 707 800	18-Mar-2011			Pending
United States of America	SILKSPUN+	85/253,190	28-Feb-2011			Pending
United States of America	XTEND	77/066,638	18-Dec-2006			Abandoned
United States of America	XTEND	85/157,907	21-Oct-2010			Published

FIRST QUALITY TISSUE, LLC - TRADEMARKS

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	FLEX-A-SIZE	78/702,458	29-Aug-2005	3,126,709	08-Aug-2006	Registered
Canada	PANDA	1355403	12-Jul-2007			Abandoned
India	PANDA	1593059	21-Aug-2007	1593059	03-Feb-2011	Registered
United States of America	PANDA	78/909,784	16-Jun-2006			Abandoned
United States of America	PANDA	78/980,379	16-Jun-2006	3,482,584	05-Aug-2008	Registered
United States of America	PANDA	77/936,853	16-Feb-2010			Allowed
Canada	PLENTY	1366519	05-Oct-2007			Allowed
India	PLENTY	1594276	23-Aug-2007			Pending
Israel	PLENTY	224840	15-Nov-2009	224840	09-Jan-2011	Registered
United States of America	PLENTY	78/447,824	08-Jul-2004	3,538,574	25-Nov-2008	Registered
United States of America	PLENTY	77/562,597	04-Sep-2008			Allowed
United States of America	PLENTY CROWN JEWEL	78/854,685	05-Apr-2006			Abandoned
United States of America	PLENTY IS MORE	78/854,522	05-Apr-2006			Abandoned
India	PREVAIL	1593447	22-Aug-2007	1593447	07-Feb-2011	Registered
United States of America	PREVAIL	78/457,942	28-Jul-2004			Abandoned
United States of America	PREVAIL	77/566,602	10-Sep-2008			Allowed

Canada	RED PANDA	1392409	22-Apr-2008	Allowed
United States of America	RED PANDA	77/426,359	19-Mar-2008	Pending

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Canada	SEPTIC SAFE & DESIGN	1394767	08-May-2008			Allowed
United States of America	SEPTIC SAFE & DESIGN	77/474,128	14-May-2008			Allowed

FIRST QUALITY ENTERPRISES, INC. - TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Appn No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Canada	AT FIRST QUALITY WE PUT QUALITY OF LIFE FIRST	1365960	02-Oct-2007			Allowed
Canada	AT FIRST QUALITY WE PUT QUALITY OF LIFE FIRST	1153568	23-Sep-2002	662,845	19-Apr-2006	Registered
United States of America	AT FIRST QUALITY WE PUT QUALITY OF LIFE FIRST	78/159,144	29-Aug-2002	2,867,822	27-Jul-2004	Registered
United States of America	AT FIRST QUALITY, WE PUT QUALITY OF LIFE FIRST					Abandoned
United States of America	ECO FRIENDLY MANUFACTURING PROCESS & DESIGN	85/061,964	14-Jun-2010			Pending
Argentina	FIRST QUALITY	2.070.635	27-Feb-1994	1.764.383	26-Nov-1999	Abandoned
Canada	FIRST QUALITY	1359317	10-Aug-2007			Abandoned
India	FIRST QUALITY	1594281	23-Aug-2007			Pending
Israel	FIRST QUALITY	225578	08-Dec-2009			Pending
Israel	FIRST QUALITY	225576	08-Dec-2009			Pending
Israel	FIRST QUALITY	225574	08-Dec-2009			Pending
Israel	FIRST QUALITY	225577	08-Dec-2009			Pending
Israel	FIRST QUALITY	225575	08-Dec-2009			Pending
United States of America	FIRST QUALITY	78/890,373	23-May-2006	3,628,922	26-May-2009	Registered

United States of America	FIRST QUALITY	77/165,079	25-Apr-2007			Allowed
United States of America	FIRST QUALITY	78/671,087	15-Jul-2005	3,224,045	03-Apr-2007	Registered

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	FIRST QUALITY	75/444,356	04-Mar-1998	2,390,759	03-Oct-2000	Registered
United States of America	FIRST QUALITY	78/447,840	08-Jul-2004	3,600,103	31-Mar-2009	Registered
India	firstquality.co.in				10-Jul-2007	Registered
United States of America	FQ	78/230,823	27-Mar-2003	2,981,798	02-Aug-2005	Registered
European Community	FQ FIRST QUALITY	003951241	20-Jul-2004	3951241	29-Mar-2006	Registered
United States of America	FQ FIRST QUALITY	77/165,147	25-Apr-2007			Allowed
Canada	FQ LOGO	1359318	10-Aug-2007			Pending
United States of America	FQ LOGO	77/165,173	25-Apr-2007			Allowed
United States of America	FQP	78/230,394	26-Mar-2003	2,834,526	20-Apr-2004	Registered
United States of America	FQT	78/689,288	10-Aug-2005			Abandoned
United States of America	FQT	77/790,003	27-Jul-2009			Allowed
Canada	PLENTY	1366525	05-Oct-2007			Allowed
India	PLENTY	1593452	22-Aug-2007			Published
United States of America	PLENTY	78/890,429	23-May-2006			Abandoned
United States of America	PLENTY	85/186,335	29-Nov-2010			Published
United States of America	PLENTY BY FIRST QUALITY	78/890,386	23-May-2006			Abandoned
United States of America	PLENTY BY FIRST QUALITY	85/145,090	05-Oct-2010			Published

FIRST QUALITY BABY PRODUCTS, LLC - TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Appn No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
United States of America	COMFORT SHAPE	77/854,034	21-Oct-2009			Pending
United States of America	COMFORT SHAPE	75/488,066	14-May-1998	2,520,518	18-Dec-2001	Registered
United States of America	CUTIE PANTS	77/694,695	19-Mar-2009			Allowed
Canada	CUTIES	1364986	25-Sep-2007			Allowed
Canada	CUTIES	1354236	03-Jul-2007	719,214	24-Jul-2008	Registered
Portugal	CUTIES	451 677	10-Jul-2009	451677	12-Apr-2010	Registered
United States of America	CUTIES	77/287,326	24-Sep-2007			Allowed
United States of America	CUTIES	75/355,994	25-Aug-1997	2,881,901	07-Sep-2004	Registered
Canada	PANDA	1360146	17-Aug-2007			Abandoned
India	PANDA	1593057	21-Aug-2007			Pending
United States of America	PANDA	77/256,663	16-Aug-2007			Allowed
United States of America	PANDA	77/396,144	13-Feb-2008			Allowed
Canada	RED PANDA	1392410	22-Apr-2008			Allowed
United States of America	RED PANDA	77/426,343	19-Mar-2008			Published
Canada	STRETCH-EEZ	1407593	18-Aug-2008			Allowed
United States of America	STRETCH-EEZ	77/541,623	07-Aug-2008			Allowed

FIRST QUALITY WATER AND BEVERAGE - TRADEMARKS

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	ADVANCED MULTIPLTION PURIFICATION	77/648,279	13-Jan-2009			Allowed
United States of America	ECO FRIENDLY MANUFACTURING PROCESS & DESIGN	77/925,138	01-Feb-2010			Allowed
United States of America	LEAF DESIGN IN A CIRCLE	77/945,739	26-Feb-2010			Allowed
Israel	PLENTY	224837	15-Nov-2009	224837	09-Jan-2011	Registered
Canada	PUREAU	1432493	26-Mar-2009			Allowed
Israel	PUREAU	224839	15-Nov-2009	224839	09-Jan-2011	Registered
United States of America	PUREAU	77/657,614	27-Jan-2009			Pending

FIRST QUALITY RETAIL SERVICES, LLC - TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Appn No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
United States of America	A (STYLIZED)	539078	17-Jun-1994	1915503	29-Aug-1995	Abandoned
United States of America	A LIFETIME OF STORE BRAND LOYALTY	75/401767	08-Dec-1997			ABANDONED
United States of America	A LIFETIME OF STORE BRAND LOYALTY	78/119,726	05-Apr-2002			Abandoned
United States of America	A TON OF FUN FOR YOUR LITTLE ONE!	78/794,455	19-Jan-2006			Abandoned
United States of America	ABC BASICS	78/076541	31-Jul-2001			ABANDONED
Canada	ADORABLE	692,166	18-Oct-1991	428,074	03-Jun-1994	Registered
United States of America	ADORABLES	76/112513	18-Aug-2000	2506162	13-Nov-2001	Abandoned
United States of America	ADULT CARE	328508	17-Sep-1981	1215957	09-Nov-1982	ABANDONED
United States of America	AFFIRM	78/153955	14-Aug-2002	2,805,851	13-Jan-2004	Transferred
United States of America	ALL FRESH	75553539	16-Sep-1998			Abandoned
United States of America	ALLIANCE	78/208699	30-Jan-2003			Abandoned
United States of America	ALLNIGHT	75/393832	20-Nov-1997			Abandoned
Mexico	ANGEL SOFT	204161	01-Jul-1994	474455	22-Sep-1994	ABANDONED
Mexico	ANGEL SOFT	204163	01-Jul-1994	474456	22-Sep-1994	ABANDONED
Mexico	ANGELITOS	208706	17-Aug-1994	474887	26-Sep-1994	Abandoned

Canada	ANTI-ODEUR	1025359	10-Aug-1999	Abandoned
Canada	AQUA-DRY			ABANDONED

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Mexico	AQUA-DRY					ABANDONED
United States of America	AQUA-DRY	78/131382	28-May-2002			ABANDONED
United States of America	ATTUNE	78/208705	30-Jan-2003			Abandoned
Argentina	BABY CARE	1866959	30-Dec-1992	1505825	28-Feb-1994	ABANDONED
Mexico	BABY CARE	157784	28-Dec-1992	458547	27-Apr-1994	ABANDONED
Mexico	BABY COMFORT	152901	23-Oct-1992	449001	14-Dec-1993	ABANDONED
Mexico	BABY COMFORT	415357	13-Mar-2000	651,373	25-Apr-2000	Abandoned
United States of America	BABY COMFORT	73/204,834	23-Feb-1979	1,170,311	22-Sep-1981	Registered
United States of America	BABY COMFORT	74/337,380	07-Dec-1992	1,786,743	10-Aug-1993	Registered
United States of America	BABY DESIGN (1ST)	294555	22-Jan-1981	1229957	08-Mar-1983	ABANDONED
United States of America	BABY DESIGN (2ND)	294554	22-Jan-1981	1229956	08-Mar-1983	ABANDONED
United States of America	BABY DESIGN (3RD)	294553	22-Jan-1981	1323339	05-Mar-1985	Abandoned
United States of America	BABY ME	76/175,851	02-Dec-2000	2,568,422	07-May-2002	Registered
United States of America	BABYCARE	74/299289	30-Jul-1992	1849242	09-Aug-1994	ABANDONED
United States of America	BABYCARE	72/200785	27-Aug-1964	800413	14-Dec-1965	Abandoned
United States of America	BALANCE	78/208707	30-Jan-2003			Abandoned
United States of America	BE FREE	75/768,444	05-Aug-1999			ABANDONED
United States of America	BEAUTIFUL BABY	76/313374	14-Sep-2001			ABANDONED
United States of America	BIGSTEPS	78/269533	02-Jul-2003			ABANDONED

United States of America

BRIEF ADDITIONS

277017

19-May-1992

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0720

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	BUDGIES	75/295397	21-May-1997	2190624	22-Sep-1998	Abandoned
United States of America	BY-MYSELF	300057	03-Aug-1992	1849243	09-Aug-1994	Abandoned
Canada	CANAUX'D ARBSORPTION DYNAFLOW	1025356	10-Aug-1999	549,692	10-Aug-2001	Registered
United States of America	CAREPLUS	427513	18-Aug-1993	1892550	02-May-1995	Abandoned
United States of America	CHERISH	76/279086	02-Jul-2001			ABANDONED
United States of America	CHICKADEES	74406430	23-Jun-1993	1874655	17-Jan-1995	Abandoned
Benelux	CIRCLE and ELLIPSE DESIGN			2521000		Abandoned
Benelux	CIRCLYPTIC	834592	28-Sep-1994	556943	28-Sep-1994	Abandoned
France	CIRCLYPTIC	94/538819	05-Oct-1994	94538819	04-Oct-1994	Abandoned
Germany	CIRCLYPTIC	C47580/5WZ	28-Sep-1994	2912546		Abandoned
Ireland	CIRCLYPTIC	5915/94	27-Sep-1994	162478		Abandoned
Spain	CIRCLYPTIC	01924779/6	06-Oct-1994	1924779		Abandoned
United Kingdom	CIRCLYPTIC	1578722	20-Jul-1994	1578722	20-Jul-1995	Abandoned
United States of America	CIRCLYPTIC	528112	20-May-1994			Abandoned
United Kingdom	CIRCLYPTIC (PLUS	1578724	20-Jul-1994	1578724	20-Jul-1995	Abandoned
Benelux	CIRCLYPTIC DEVICE	838307	01-Dec-1994	560473	01-Dec-1994	Abandoned
France	CIRCLYPTIC DEVICE	94/547415	02-Dec-1994	94547415	01-Dec-1994	Abandoned
Germany	CIRCLYPTIC DEVICE	39404751.6	02-Dec-1994	39404751		Abandoned
Ireland	CIRCLYPTIC DEVICE	7436/94	02-Dec-1994	165609	02-Dec-1994	Abandoned

Spain

CIRCLYPTIC DEVICE

1936102

14-Dec-1994

01936102/5

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0722

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	CIRCLYPTIC PLUS DESIGN	74/530373	27-May-1994			Abandoned
United States of America	CLEAN CATCH POCKETS	78/742,228	28-Oct-2005	3,473,781	22-Jul-2008	Registered
United States of America	COMFORT CHOICE	75/268395	02-Apr-1997			Abandoned
United States of America	COMFORT CUFFS	75/382642	31-Oct-1997	2291474	09-Nov-1999	Abandoned
United States of America	COMFORT DAYS	78/064,062	17-May-2001	2,691,675	25-Feb-2003	Abandoned
Canada	COMFORT WEAVE	820924	16-Aug-1996	533,291	25-Sep-2000	Registered
United States of America	COMFORT WEAVE	75080889	29-Sep-1996	2118389	02-Dec-1997	ABANDONED
United States of America	COMFORT ZONE	76/356649	09-Jan-2002			ABANDONED
Canada	COMPARE AND SAVE	610004	23-Jun-1988	367863	20-Apr-1990	Abandoned
United States of America	COMPARE AND SAVE	637860	31-Dec-1986	1465397	17-Nov-1987	Abandoned
United States of America	CONFAB	539076	17-Jun-1994	1927507	17-Oct-1995	ABANDONED
United States of America	CONFAB AND DESIGN	539077	17-Jun-1994	1927508	17-Oct-1995	ABANDONED
United States of America	CONFIDENT CHOICE	74/459203	15-Nov-1993			Abandoned
United States of America	COOLCORE	78/266745	25-Jun-2003			Abandoned
United States of America	CRADLERS	78/241,429	24-Apr-2003	2,963,534	21-Jun-2005	Registered
United States of America	CRAWLERS	78/241428	24-Apr-2003			ABANDONED
United States of America	CREATING A DRIER	78/907,588	14-Jun-2006			Abandoned
United States of America	CUDDLY SOFT FIT	75/301139	02-Jun-1997			Abandoned
United States of America	DESERT DRY	359242	16-Feb-1993	1902107	27-Jun-1995	Abandoned

United Kingdom

DESIGN

1578787

20-Jul-1994

1578787

27-Oct-1995

Registered

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0724

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United Kingdom	DESIGNER LINERS	1588165	14-Oct-1994	B1588165		Abandoned
United States of America	DFC	78/216,757	20-Feb-2003			Abandoned
Mexico	DIAMOND DRY LOFT	218942	02-Dec-1994	499464	28-Jul-1995	Abandoned
United States of America	DIMENSION	73/691,250	23-Oct-1987	1,489,849	31-May-1988	Registered
United States of America	DOUBLERS STYLIZED	74/471,550	17-Dec-1993	1,871,299	03-Jan-1995	Registered
United States of America	DRI SILK	74/401,495	14-Jun-1993	1,940,176	05-Dec-1995	Registered
Australia	DRI-GUARD	820895	21-Jan-2000			Abandoned
Canada	DRI-GUARD	838480	05-Mar-1997	533769	28-Sep-2000	Registered
New Zealand	DRI-GUARD	613282	27-Apr-2000			Abandoned
New Zealand	DRI-GUARD	614757	17-May-2000			Abandoned
United States of America	DRI-GUARD	75/630753	29-Jan-1999	2414592	19-Dec-2000	Abandoned
United States of America	DRI-GUARD	75/630,788	21-Jan-1999	2,416,393	26-Dec-2000	Registered
United States of America	DRI-GUARD	74/178,687	24-Jun-1991	1,805,253	16-Nov-1993	Registered
Canada	DRI-KNIT	806651	11-Mar-1996	478093	19-Jun-1997	Registered
United States of America	DRI-KNIT	74/617349	03-Jan-1995	2057927	29-Apr-1997	ABANDONED
Canada	DRI-LOCK	820925	16-Aug-1996	533293	25-Sep-2000	Registered
United States of America	DRI-LOCK	78/554709	27-Jan-2005			Abandoned
United States of America	DRI-MESH	528111	20-May-1994			Abandoned
United States of America	DRINIT	532190	01-Jun-1994			Abandoned

Canada

DRI-SILK

776933

03-Mar-1995

457413

17-May-1996

Registered

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0726

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	DRI-SOFT	77/125,174	08-Mar-2007	3,316,969	23-Oct-2007	Registered
Canada	DRY BLUE QUILTING	1025500	11-Aug-1999	557088	30-Jan-2002	Registered
United States of America	DRY BLUE QUILTING	75/199,755	18-Nov-1996	2,157,862	12-May-1998	Registered
United States of America	DRY DAYS	75/097399	01-May-1996			Abandoned
United States of America	DRY 'N CLEAN	73/614,198	11-Aug-1986	1,444,799	30-Jun-1987	Abandoned
Canada	DRY ZONE	1025499	11-Aug-1999			Abandoned
Argentina	DRY'N HAPPY	1902240	02-Feb-1994	1586444	27-Dec-1995	Abandoned
Australia	DRY'N HAPPY	669063	08-Aug-1995	669063	21-Mar-1997	Abandoned
China (People's Republic)	DRY'N HAPPY	8434723		735966	15-Nov-1996	Abandoned
Dominican Republic	DRY'N HAPPY	1589	12-Jan-1993	75475	15-Dec-1994	Abandoned
Israel	DRY'N HAPPY	102967	22-Jan-1996	102967	08-May-1997	ABANDONED
Japan	DRY'N HAPPY	12983	15-Feb-1995	4004314	30-May-1997	Abandoned
New Zealand	DRY'N HAPPY	252165	09-Aug-1995	252165	05-Sep-1997	ABANDONED
Peru	DRY'N HAPPY	247281	21-Jul-1994	021099	28-Sep-1995	Abandoned
Taiwan	DRY'N HAPPY	8434723	12-Jul-1995			Abandoned
United States of America	DRY'N HAPPY	73/779,128	31-Jan-1989	1,557,983	26-Sep-1989	Registered
Uruguay	DRY'N HAPPY	263298	15-Jun-1993	263298	29-Sep-1995	Abandoned
Venezuela	DRY'N HAPPY	1745094	30-Dec-1994			Abandoned
United States of America	DRY-VIEW	75/358358	17-Sep-1997			Abandoned

United States of America

DRY-ZONE

482404

24-Jan-1994

1973273

07-May-1996

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0728

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Dominican Republic	DUCKY DRYs		29-Dec-1993	70948	15-Mar-1994	ABANDONED
Philippines	DUCKY DRYs	91383	07-Mar-1994	63223	02-Jul-1996	ABANDONED
Dominican Republic	DUCKYS DRYs		29-Dec-1993	70851	15-Mar-1994	Abandoned
Canada	DYNAFLOW CHANNELS	0593846	21-Oct-1987	349835	06-Jan-1989	Registered
United States of America	DYNAFLOW CHANNELS	583334	18-Feb-1986	1411972	07-Oct-1986	Abandoned
United States of America	EASY LIFT	75/301140	02-Jun-1997			Abandoned
United States of America	EASY-FIND	78/773809	15-Dec-2005			Abandoned
Canada	ENFILE-VITE	1025782	16-Aug-1999			Abandoned
United States of America	EXPLORERS	78/340,636	15-Dec-2003			Abandoned
United States of America	EXPLORERS	78/368,455	16-Feb-2004			Abandoned
Canada	FEEL THE REAL	1168065	19-Feb-2003			Abandoned
United States of America	FEEL THE REAL	78/170,918	04-Oct-2002	2,933,973	15-Mar-2005	Registered
United States of America	FIRST PANTS	74542985	27-Jul-1994	2081880	22-Jul-1997	Abandoned
United States of America	FIT LOCK	75/234050	31-Jan-1997			Abandoned
United States of America	FLEX-FIT	78/609,415	15-Apr-2005	3,202,796	23-Jan-2007	Registered
United States of America	FLEXI-WINGS	75/673,806	05-Apr-1999	2,508,481	20-Nov-2001	Registered
United States of America	FRESH CLASSICS	75/170372	23-Sep-1996	2160943	26-May-1998	ABANDONED
United States of America	FRESH COMFORT	78/042866	12-Jan-2001			ABANDONED
European Community	FRESH DAYS	218388		218453	01-Apr-1996	Abandoned

European Community

FRESH DAYS

218453

01-Apr-1996

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0730

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	FRESH DAYS	75/242053	14-Feb-1997			Abandoned
United States of America	FRESH DAYS	75/676480	06-Apr-1999			Abandoned
Austria	FRESH TIMES	AM2712/95	15-May-1995	160997	30-Nov-1995	Abandoned
European Community	FRESH TIMES	218388	01-Apr-1996	218388	01-Apr-1996	Abandoned
France	FRESH TIMES	94/599858		94599858	05-Dec-1995	Abandoned
Ireland	FRESH TIMES	6361/94	19-Oct-1994	162433		Abandoned
Italy	FRESH TIMES	T093C000868	13-May-1993	664367		Abandoned
Malaysia	FRESH TIMES	96/13164	30-Oct-1996			Abandoned
Portugal	FRESH TIMES	291204	22-Apr-1993	291204		Abandoned
Spain	FRESH TIMES	1755971	14-Apr-1993	1755971		Abandoned
Sweden	FRESH TIMES	93-04159	03-May-1993	258598		Abandoned
Turkey	FRESH TIMES	3358/93	15-Apr-1993	142508		Abandoned
United Kingdom	FRESH TIMES	1585268	15-Sep-1994	1585268		Abandoned
United States of America	FRESH TIMES	74/542084	24-Jun-1994			Abandoned
United States of America	FRESH TIMES	78/064,063	17-May-2001	2,562,006	16-Apr-2002	Registered
United Kingdom	FRESH TIMES THE SPORT PAD	1588164	14-Oct-1994	1588164		Abandoned
United States of America	FUNWEAR	78/399194	09-Apr-2004			Abandoned
Argentina	GIGGLES	1919986	13-May-1994	1546904	30-Dec-1994	Abandoned
Canada	GIGGLES	650,575	09-Feb-1990	441,160	31-Mar-1995	Registered

Mexico

GIGGLES

195905

12-Apr-1994

476752

12-Oct-1994

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0732

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Mexico	GIGGLES	660140	07-Jun-2004	868751	07-Jun-2004	Registered
Panama	GIGGLES	73637	01-Dec-1994	73637	24-Apr-1996	Abandoned
Russian Federation	GIGGLES	94037623	20-Oct-1994	137386	25-Jan-1996	Abandoned
United States of America	GIGGLES	73/777,939	31-Jan-1989	1,557,979	26-Sep-1989	Abandoned
United States of America	GIGGLES	77/968,197	25-Mar-2010			Pending
United States of America	GLOW N GROW	78/659,457	28-Jun-2005	3,341,211	20-Nov-2007	Registered
United States of America	GO LIGHTLY	74/282792	08-Jun-1992	349835		Abandoned
United States of America	GOTTA GO	78/622058	04-May-2005			Abandoned
United States of America	GROWIN' UPS	78/269535	02-Jul-2003			Abandoned
United States of America	GUARDIAN	376261	02-Apr-1993			Abandoned
United States of America	GUARDIAN	75/267857	02-Apr-1997			Abandoned
United States of America	HAPPIES	75/142391	30-Jul-1996	2110007	28-Oct-1997	Abandoned
United States of America	HAPPY DRYS	75/534233	11-Aug-1998			ABANDONED
United States of America	INCONCARE	74/555433	28-Jul-1994	2013025	05-Nov-1996	Abandoned
United States of America	INSTA-GRIP	78/227226	19-Mar-2003			Abandoned
Canada	INSTASORB LAYER	1,025,358	10-Aug-1999	545629	25-May-2001	Registered
United States of America	INSTASORB LAYER	75/199756	18-Nov-1996			Abandoned
United States of America	JUMPUPS	78/269527	02-Jul-2003			Abandoned
United States of America	KHAKIS	619156	10-Sep-1986			Abandoned

Malaysia

KIDPANTS

97/ 02145

24-Feb-1997

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0734

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	KIDPANTS	75/236,218	04-Feb-1997	2,160,196	26-May-1998	Registered
United States of America	KIDS' COMFORT	75013397	01-Nov-1995	2211389	15-Dec-1998	Abandoned
United States of America	KINDERPANTS	279908	01-Jun-1992	1844356	12-Jul-1994	Abandoned
United States of America	KNOW & ACT	78/622051	04-May-2005			Abandoned
United States of America	KNOW & GO	78/622,050	04-May-2005			Allowed
United States of America	KOOL KID	78/192335	09-Dec-2002			Abandoned
United States of America	KOOL TECH	78/192337	09-Dec-2002			Abandoned
United States of America	LADY COMFORT	75297452	23-May-1997	2232874	16-Mar-1999	Abandoned
United States of America	LEAK SHIELD	75/260666	20-Mar-1997			Abandoned
Argentina	LITTLE SMILE	1568251	10-Oct-1986	1496627	30-Dec-1993	ABANDONED
Argentina	LOVING TOUCH	1850461	23-Jul-1992	1487867	30-Nov-1993	ABANDONED
Australia	LOVING TOUCH	669064	08-Aug-1995	669064	21-Mar-1997	Abandoned
Brazil	LOVING TOUCH	16958769	30-Oct-1992	816958769	12-Jul-1994	ABANDONED
China (People's Republic)	LOVING TOUCH	970033831	15-Apr-1997	1176476	21-May-1998	Registered
Dominican Republic	LOVING TOUCH	1587	12-Jan-1993	56691	15-Apr-1993	ABANDONED
Israel	LOVING TOUCH	102968	22-Jan-1996	102968	08-May-1997	ABANDONED
Mexico	LOVING TOUCH	162355	08-Mar-1993	468412	02-Aug-1994	ABANDONED
Mexico	LOVING TOUCH	147031	11-Aug-1992	428,155	21-Dec-1992	Registered
New Zealand	LOVING TOUCH	252164	09-Aug-1995	252164	30-Sep-1997	ABANDONED

Peru

LOVING TOUCH

244060

07-Jun-1994

013219

11-Oct-1994

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0736

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Taiwan	LOVING TOUCH	086059171	20-Nov-1997	859682	16-Jul-1999	Registered
United States of America	LOVING TOUCH	76/327935	19-Oct-2001			Abandoned
United States of America	LOVING TOUCH	73/676,719	04-Aug-1987	1,604,540	03-Jul-1990	Abandoned
Uruguay	LOVING TOUCH			253439	20-Aug-1992	ABANDONED
United States of America	MAGIC DRY	76066873	04-Dec-2000			Abandoned
United States of America	MICROBOND	239692	23-Jan-1992			Abandoned
Canada	MICRO-PORE	826361	18-Oct-1996	534,881	17-Oct-2000	Registered
United States of America	MICRO-PORE	75181345	15-Oct-1996	21664989	16-Jun-1998	Abandoned
United States of America	MISCELLANEOUS DESIGN	528520	23-May-1994			Abandoned
United States of America	MOISTURE BARRIER	78/076543	31-Jul-2001			ABANDONED
United States of America	Mother and baby (Design	77/068,160	20-Dec-2006			Abandoned
United States of America	MOVERS AND SHAKERS	78/278763	25-Jul-2003			Abandoned
United States of America	MY CHOICE	78/208712	30-Jan-2003			Abandoned
United States of America	MYWAYS	78/208708	30-Jan-2003			Abandoned
United States of America	NEW DAYS CHOICE	215893	28-Oct-1991	1766473	20-Apr-1993	Abandoned
Argentina	NEW'N LOVING	1938964	27-Sep-1994	1564921	03-Jul-1995	Abandoned
United States of America	NITETIME	74/530,374	27-May-1994	2,016,080	12-Nov-1996	Registered
Canada	ODOR GUARD	1406512	07-Aug-2008			Allowed
United States of America	ODOR GUARD	77/502,599	19-Jun-2008			Allowed

Canada

OMNI-ODOR-GUARD

0593847

21-Oct-1987

349693

06-Jan-1989

Registered

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0738

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Puerto Rico	OMNI-ODOR-GUARD	75031	11-Feb-2011			Pending
United States of America	OMNI-ODOR-GUARD	78/072850	09-Jul-2001			ABANDONED
United States of America	OMNI-ODOR-GUARD	74/477,777	10-Jan-1994	1,867,961	20-Dec-1994	Registered
United States of America	OPTIMUM	78/207691	28-Jan-2003			Abandoned
United States of America	OPTIONS	78/186,825	20-Nov-2002	2,946,658	03-May-2005	Registered
Canada	PARAGON & DESIGN	715,863	03-Nov-1992	428,589	10-Jun-1994	Registered
Mexico	PARAGON TRADE BRANDS	195522	06-Apr-1994	473702	15-Sep-1994	ABANDONED
United States of America	PARAGON TRADE BRANDS	75/252574	06-Mar-1997	2327057	07-Mar-2000	Abandoned
United States of America	PARAGON TRADE BRANDS	75/254266	10-Mar-1997	2199405	27-Oct-1998	Abandoned
United States of America	PARAGON TRADE BRANDS & DESIGN	74/314,499	17-Sep-1992	1,860,369	25-Oct-1994	Registered
United States of America	Pool Pack	78/842,890	22-Mar-2006	3,370,633	15-Jan-2008	Registered
United States of America	POOL PANTS	78/246001	06-May-2003			ABANDONED
Mexico	PRESS-N-LOK	232209	18-May-1995	497634	19-Jul-1995	Abandoned
United States of America	PURE COMFORT	78/076,330	30-Jul-2001	2,637,468	15-Oct-2002	Registered
United States of America	PURESORB	75331338	28-Jul-1997	2276490	07-Sep-1999	Abandoned
Canada	RAPID DRY	1072402	25-Aug-2000	587,152	10-Sep-2002	Registered
United States of America	RAPID-DRY	75/142,392	30-Jul-1996	2,104,440	07-Oct-1997	Abandoned
United States of America	RELIABLE	352119	25-Jan-1993			Abandoned
United States of America	RELIABLES	78/208703	30-Jan-2003			Abandoned

United States of America

RENEW

78/208698

30-Jan-2003

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0740

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Canada	RISSETTES	564788	20-Jun-1986	333,846	06-Nov-1987	Registered
United States of America	RUNABOUTS	77/079,683	10-Jan-2007			Abandoned
United States of America	RUNABOUTS	78/269528	02-Jul-2003			Abandoned
United Kingdom	RUNAROUNDS	2444470	23-Jan-2007	2444470	13-Jul-2007	Registered
United States of America	RUNAROUNDS	78/263,704	18-Jun-2003	2,865,115	20-Jul-2004	Registered
United States of America	SECURE	75/768,227	05-Aug-1999			Abandoned
United States of America	SHOW-OFFS	75/699789	07-May-1999	2414708	19-Dec-2000	Abandoned
Mexico	SIENTA LA DIFERENCIA	637170	13-Jan-2004	844489	27-Jul-2004	Registered
Canada	SILENT WEAVE	1025498	11-Aug-1999	557,103	30-Jan-2002	Registered
United States of America	SILENT WEAVE	74/359,241	16-Feb-1993	1,871,805	03-Jan-1995	Registered
Mexico	SIMPLY DRY	219188	06-Dec-1994	485329	06-Dec-1994	Abandoned
Mexico	SIMPLY DRY	702022	14-Feb-2005			Abandoned
United States of America	SIMPLY SHINE	78/864,405	19-Apr-2006			Abandoned
United States of America	SIMPLY SPARKLE	78/864,418	19-Apr-2006			Abandoned
United States of America	SKIVVIES	78/269047	01-Jul-2003			ABANDONED
Canada	SLEEP OVERS	1198045	01-Dec-2003	689,753	13-Jun-2007	Registered
United States of America	SLEEP OVERS	76/356,750	09-Jan-2002	2,744,352	29-Jul-2003	Registered
United States of America	SLEEP PANTS	78/125,022	30-Apr-2002	2,770,377	30-Sep-2003	Registered
Canada	SLEEP TITES	761220	05-Aug-1994			ABANDONED

Canada

SLEEP TITES

1165535

24-Jan-2003

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0742

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	SLEEP TITES	75/425504	29-Jan-1998			ABANDONED
United States of America	SLEEP TITES	78/120981	11-Apr-2002			Abandoned
United States of America	SLEEP TITES	78/790,923	13-Jan-2006			Abandoned
United States of America	SLEEP TITES	77/835,046	25-Sep-2009			Allowed
Argentina	SMILE	156850	10-Oct-1986	1496626	30-Dec-1993	ABANDONED
Argentina	SMILES	2007867	23-Jul-1992	1641732	19-Aug-1997	Abandoned
Brazil	SMILES	16958777	30-Oct-1992			Abandoned
Canada	SMILES	562143	06-May-1986	326,492	16-Apr-1987	Registered
Denmark	SMILES	5519/89	28-Jul-1989	VR-3913-1990	15-Jun-1990	Abandoned
France	SMILES	146800	28-Jul-1989	1,543,748	28-Jul-1989	Abandoned
Germany	SMILES	3944216	24-Jul-1989	1,157,279	10-Apr-1990	Abandoned
Hong Kong	SMILES	9508442	11-Jul-1995	8878/1996	23-Sep-1996	Registered
Hong Kong	SMILES	1996609700	13-Jul-1995	199609700	22-Oct-1996	Registered
Italy	SMILES	49649	10-Aug-1989	882546	10-Aug-1989	Abandoned
Mexico	SMILES	162358	08-Mar-1993			ABANDONED
Portugal	SMILES	257880	21-Aug-1989	257880	08-Mar-1993	ABANDONED
Spain	SMILES	1516339	11-Aug-1989	1516339	11-Jun-1993	Abandoned
Taiwan	SMILES	54756	02-Dec-1991	577265	01-Dec-1992	ABANDONED
United States of America	SMILES	75/666554	24-Mar-1999			ABANDONED

United States of America

SMILES

78/226169

17-Mar-2003

Abandoned

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0744

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	SMILES	73/326,074	31-Aug-1981	1,210,639	28-Sep-1982	Registered
Uruguay	SMILES	263299	15-Jun-1993	263299	13-May-1994	Abandoned
Venezuela	SMILES	18976	26-Aug-1992			Abandoned
United States of America	SMOOTH & GENTLE	75/288881	08-May-1997			Abandoned
United States of America	SO COMFORTABLE, YOU'LL FORGET IT'S THERE	78/170920	04-Oct-2002			Abandoned
Canada	SOFT STRETCH	627515	14-Mar-1989	389,322	04-Oct-1991	Registered
United States of America	SOFTEC	78/274179	15-Jul-2003			ABANDONED
United States of America	SOFT-FIT	78/271,297	08-Jul-2003	2,945,128	26-Apr-2005	Registered
United States of America	SOFT-FIT SYSTEM	76/161764	08-Nov-2000			ABANDONED
Canada	SOFTLOK	748351	25-Feb-1994	490,944	05-Mar-1998	Registered
United States of America	SOFTLOK	74/492383	15-Feb-1994	1993840	13-Aug-1996	Abandoned
United States of America	SOFT-MESH	528109	20-May-1994			Abandoned
Mexico	SOFT-STRETCH	162357	08-Mar-1993	485772	23-Mar-1995	ABANDONED
Mexico	SOFT-STRETCH	162356	08-Mar-1993	485771	23-Mar-1995	ABANDONED
United States of America	SOFT-STRETCH	75292131	15-May-1997	2237560	06-Apr-1999	Abandoned
United States of America	SOFT-STRETCH	73/773,323	06-Jan-1989	1,590,837	10-Apr-1990	Registered
Canada	SOFT-SURROUND GATHERS	1025497	11-Aug-1999			Abandoned
United States of America	SOFT-SURROUND GATHERS	75/199754	18-Nov-1996	2184850	25-Aug-1998	Abandoned
United States of America	SOFT-SURROUND GATHERS	75/412305	30-Dec-1997			Abandoned

United States of America

STARNITES

76/356679

09-Jan-2002

ABANDONED

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0746

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	STARTUPS	78/269525	02-Jul-2003			Abandoned
United States of America	STEALTH TECHNOLOGY	359243	16-Feb-1993			Abandoned
United States of America	STEALTH WEAVE	359240	16-Feb-1993			Abandoned
United States of America	STEPUPS	78/241425	24-Apr-2003			Abandoned
United States of America	STEP-UPS	78/246002	06-May-2003			Abandoned
United States of America	STRETCH FIT	75/348175	27-Aug-1997	2284183	05-Oct-1999	Abandoned
Mexico	STRETCHFOAM	232211	18-May-1995	497635	19-Jul-1995	Abandoned
United States of America	SUNWEAR	78/399218	09-Apr-2004			Abandoned
United States of America	SURE NIGHTS	78/170925	04-Oct-2002			ABANDONED
United States of America	SURECHOICE	78/208,704	30-Jan-2003	2,929,678	01-Mar-2005	Registered
Canada	SUREDRIY	1168064	19-Feb-2003	762,161	22-Mar-2010	Registered
Puerto Rico	SUREDRIY	75034	11-Feb-2011			Pending
United States of America	SUREDRIY	78/213,693	12-Feb-2003	2,921,568	25-Jan-2005	Registered
Austria	SURETYS	AM2713/95	15-May-1995	160379	10-Oct-1995	Abandoned
Benelux	SURETYS	795587	01-Apr-1993	529171	01-Apr-1993	ABANDONED
Canada	SURETYS	0593844	21-Oct-1987	351042	10-Feb-1989	Registered
Denmark	SURETYS	VA02279/1993	06-Apr-1993	VR04590/1996	09-Aug-1996	Abandoned
European Community	SURETYS	218420	01-Apr-1996	218420	01-Apr-1996	Abandoned
France	SURETYS	92/412364	25-Mar-1992	92412364	25-Mar-1992	ABANDONED

Germany

SURETYS

C44898/5WZ

01-Apr-1993

2101747

ABANDONED

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0748

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Ireland	SURETYS	93/1331	01-Apr-1993	156920	09-Jul-1996	Abandoned
Israel	SURETYS	90106	29-Nov-1993	90106	29-Nov-1993	Abandoned
Italy	SURETYS	T093C000869	13-May-1993	664368		ABANDONED
Norway	SURETYS	931629	01-Apr-1993	163747		ABANDONED
Portugal	SURETYS	291203	22-Apr-1993	291203		Abandoned
Spain	SURETYS	1755970	14-Apr-1993			ABANDONED
Sweden	SURETYS	93-03153	02-Apr-1993	261993		ABANDONED
Switzerland	SURETYS	3424/1993.7	24-Mar-1993	407888	09-Feb-1994	Registered
Turkey	SURETYS	3359/93	15-Apr-1993	142539		ABANDONED
United Kingdom	SURETYS	1530068	18-Mar-1993	1530068	18-Mar-1994	Abandoned
United States of America	SURETYS	73/674,323	24-Jul-1987	1,477,404	23-Feb-1988	Registered
United States of America	SWEET DREAMS	75/748594	07-Jul-1999			Abandoned
United States of America	SYNGORE	78/266748	25-Jun-2003			Abandoned
United States of America	TEACH AND CHANGE	78/622,057	04-May-2005	3,195,135	02-Jan-2007	Registered
Philippines	TEDDY BEAR & DESIGN	00125604	10-Oct-1997			Abandoned
United States of America	TEDDY BEAR & DESIGN	73/285,704	13-Nov-1980	1,218,462	30-Nov-1982	Registered
Argentina	TEDDY BOY	1867420	06-Jan-1993	1501203	31-Jan-1994	ABANDONED
Argentina	TEDDY GIRL & DESIGN	1867419	06-Jan-1993	1501202	31-Jan-1994	ABANDONED
United States of America	TENDER TOUCH	75/097,400	01-May-1996	2,170,056	30-Jun-1998	Registered

United States of America

TENDER TOUCH

77/640,756

29-Dec-2008

Allowed

#4812-1583-8729

TRADEMARK
REEL: 004632 FRAME: 0750

<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	TODAY'S CHOICE	74/210321	07-Oct-1991	1741257	22-Dec-1992	ABANDONED
Canada	TRADITIONS	856060	12-Sep-1997			ABANDONED
United States of America	TRADITIONS	75080890	29-Mar-1996	2116844	25-Nov-1997	ABANDONED
United States of America	TRADITIONS	75/258,410	17-Mar-1997	2,200,505	27-Oct-1998	Abandoned
United States of America	TRAIN & GO	78/622,064	04-May-2005			Allowed
United States of America	TRAINEROOS	75/494216	01-Jun-1998			ABANDONED
United States of America	TRIM WINGS	74/363512	26-Feb-1993			Abandoned
United States of America	TRIMS	75/126700	28-Jun-1996			Abandoned
United States of America	TRUE COMFORT COMES FROM COMPLETE PROTECTION	78/170919	04-Oct-2002			Abandoned
United States of America	TRUE COMFORT COMES FROM TRUE CHOICE	78/308,347	02-Oct-2003	2,881,831	07-Sep-2004	Registered
United States of America	TUMMY BANDS	75217572	23-Dec-1996	2184918	25-Aug-1998	Abandoned
Mexico	ULTRA COMFORT THIN	209240	23-Mar-1994	479366	14-Nov-1994	ABANDONED
United States of America	ULTRA CONTROL	501225	15-Mar-1994			Abandoned
Canada	ULTRA DRY QUILTING	1025360	10-Aug-1999	545967	31-May-2001	Registered
United States of America	ULTRA DRY QUILTING	75/142379	30-Jul-1996			Abandoned
United States of America	ULTRA FITS	75/142,390	30-Jul-1996	2,091,046	26-Aug-1997	Registered
United States of America	ULTRA FRESH	75/227,256	17-Jan-1997	2,188,462	08-Sep-1998	Abandoned
United States of America	ULTRA FRESH	77/685,505	06-Mar-2009			Abandoned

United States of America

ULTRA PLUS GUARD

74/453392

27-Jul-1993

Abandoned

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<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Uruguay	ULTRA SOFTS SUPREMES					Abandoned
Canada	ULTRA SOFT-STRETCH	826363	18-Oct-1996	526,294	31-Mar-2000	Registered
New Zealand	ULTRA SOFT-STRETCH	613282	27-Apr-2000			Abandoned
New Zealand	ULTRA SOFT-STRETCH	614756	17-May-2000			Abandoned
United States of America	ULTRA SOFT-STRETCH	75/181,186	15-Oct-1996	2,168,406	23-Jun-1998	Registered
United States of America	ULTRACURV	450710	21-Oct-1993	1935931	14-Nov-1995	Abandoned
Australia	ULTRA-SOFT STRETCH	820894	21-Jan-2000			Abandoned
Taiwan	ULTRASOFTS	86054893	24-Oct-1997			Abandoned
United States of America	ULTRASOFTS STYLIZED	74/006,522	29-Nov-1989	1,639,711	02-Apr-1991	Registered
Canada	UNDEEZ	708,278	03-Jul-1992	428,540	10-Jun-1994	Registered
United States of America	UNDERCOVERS	76/356751	09-Jan-2002			ABANDONED
Canada	UNDIE-FIT	1,236,414	05-Nov-2004			Abandoned
United States of America	UNDIE-FIT	78/309,558	06-Oct-2003	3,402,876	25-Mar-2008	Registered
United States of America	UNI-FLOW	496419	24-Aug-1984	1367286	29-Oct-1985	Abandoned
Benelux	VELSOFT	836075	25-Oct-1994	560178	25-Oct-1994	Abandoned
Canada	VELSOFT	595886	20-Nov-1987	478400	10-Jul-1997	Registered
France	VELSOFT	94/542555	28-Oct-1994	94542555	27-Oct-1994	Abandoned
Germany	VELSOFT	C47732/5WZ	24-Oct-1994	2912742		Abandoned
Ireland	VELSOFT	6426/94	24-Oct-1994	165163		Abandoned

Spain

VELSOFT

2000150

05-Dec-1995

02000150/9

Abandoned

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<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United Kingdom	VELSOFT	1584669	12-Sep-1994	1584669		Abandoned
United States of America	VELSOFT	568026	12-Nov-1985	1396796	10-Jun-1986	Abandoned
United States of America	VELSOFT	73/496,252	23-Aug-1984	1,396,390	10-Jun-1986	Registered
United States of America	VELSOFT	73/665,654	10-Jun-1987	1,483,387	05-Apr-1988	Registered
United States of America	VELSOFT	77/585,338	03-Oct-2008			Allowed
Canada	VOILE SOIESEC	1025357	10-Aug-1999	545866	30-May-2001	Registered
United States of America	VP+	75/241081	13-Feb-1997			Abandoned
United States of America	WEE HOURS	78/469164	18-Aug-2004			Abandoned
United States of America	WET SENSE	78/622056	04-May-2005			Abandoned
Korea, Republic of	WHITE CLOUD	2000-24713	24-May-2000			Abandoned
United States of America	WHITE CLOUD STEPUPS	78/246003	06-May-2003			Abandoned
United States of America	WHITE CLOUD STEP-UPS	78/246013	06-May-2003			Abandoned
United States of America	WIGGLEROOM	78/659452	28-Jun-2005			Abandoned
United States of America	WOBBLEROOM	78/794,459	19-Jan-2006	3,482,274	05-Aug-2008	Registered
United States of America	WOBBLESTRETCH	78/659,455	28-Jun-2005			Abandoned
Brazil	WONDER DRYs	817926607	28-Jul-1994	817926607	03-Sep-1996	Abandoned
Chile	WONDER DRYs	277623	21-Jun-1994	492739	02-Sep-1997	Abandoned
Colombia	WONDER DRYs					Abandoned
Mexico	WONDER DRYs	634830	17-Dec-2003	838932	17-Dec-2003	Registered

United States of America

WONDER DRYS

415613

20-Jul-1993

1962218

12-Mar-1996

Abandoned

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<i>Country</i>	<i>Trademark</i>	<i>Appn No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
United States of America	WONDERDRY	192057	06-Aug-1991	1747784	19-Jan-1993	ABANDONED
Japan	WONDERDRYS	12982	15-Feb-1995	4004313	30-May-1997	Abandoned
Mexico	WONDERDRYS	634829	17-Dec-2003	838931	17-Dec-2003	Registered
New Zealand	WONDERDRYS	277258	27-May-1997	27758	27-May-1997	ABANDONED
Taiwan	WONDERDRYS			758086	16-Apr-1997	Abandoned
United States of America	WONDERDRYS	74/734,365	26-Sep-1995	1,993,603	13-Aug-1996	Registered
United States of America	WONDERPANTS	74/279,907	01-Jun-1992	1836726	17-May-1994	Registered
United States of America	ZOOMERS	78/251857	20-May-2003			Abandoned

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