

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472862

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American & Efird Enterprises, Inc.		05/01/2018	Corporation: NORTH CAROLINA
Burlington Industries, LLC		05/01/2018	Limited Liability Company: DELAWARE
Safety Components Fabric Technologies, Inc.		05/01/2018	Corporation: DELAWARE
WLR Cone Mills IP, Inc.		05/01/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon St.
Internal Address:	Mail Code NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 127

Property Type	Number	Word Mark
Registration Number:	695405	A & E
Registration Number:	3251505	A&E
Registration Number:	3468538	A&E
Registration Number:	4461037	A&E CONSUMER PRODUCTS SEE WHAT MATERIALI
Registration Number:	2099015	AMERICAN & EFIRD
Registration Number:	1887201	AMERICANA
Registration Number:	3244045	ANECALC
Registration Number:	3024516	ANECOLOR
Registration Number:	1827519	ANECORD
Registration Number:	2512257	ANECORD NYLON
Registration Number:	2516932	ANECORD POLY
Registration Number:	1827525	ANECOT
Registration Number:	1827526	ANECOT PLUS

OP \$3190.00 695405

Property Type	Number	Word Mark
Registration Number:	1830396	ANEFIL NYLON
Registration Number:	1830395	ANEFIL POLY
Registration Number:	4298845	ANEGUARD
Registration Number:	2415908	ANEQUILT
Registration Number:	4298814	ANESAFE
Registration Number:	4199905	ANESOFT
Registration Number:	2449275	ANESYST
Registration Number:	3070929	ANETEC
Registration Number:	2031163	ANETRAK
Registration Number:	1998381	BEST STRETCH
Registration Number:	2222816	CLEARLON
Registration Number:	1827520	D-CORE
Registration Number:	3101950	DESIGN-A-CORE
Registration Number:	3776485	ECO-DRIVEN
Registration Number:	4867044	ECO-DRIVEN
Registration Number:	3809235	ECO-DRIVEN
Registration Number:	3606029	ESSENSE
Registration Number:	1718231	EXCELL
Registration Number:	4032306	FILAN
Registration Number:	4332961	INTRESSA
Registration Number:	1192799	JASMINE
Registration Number:	2851549	LASERBRITE
Registration Number:	2920713	LUDLOW
Registration Number:	1889931	MAGIC
Registration Number:	1703350	MAXI-LOCK
Registration Number:	3955659	MAXI-LOCK STRETCH
Registration Number:	3311698	MAXI-LOCK SWIRLS
Registration Number:	2794444	MOONGLOW
Registration Number:	1830394	PERMA CORE
Registration Number:	1830397	PERMA SPUN
Registration Number:	2867446	PIXELLES
Registration Number:	2074087	RA
Registration Number:	2713303	ROBISON - ANTON
Registration Number:	4353726	SEE WHAT MATERIALIZES
Registration Number:	2498155	SIGNATURE
Registration Number:	1779698	SIGNATURE
Registration Number:	2850722	SPUN KOOL
Registration Number:	3304222	SUNSTOP

Property Type	Number	Word Mark
Registration Number:	2837457	SUPER BRITE POLYESTER
Registration Number:	2749835	SUPER LUSTER
Registration Number:	2837458	SUPER STRENGTH RAYON
Registration Number:	4351775	T.H.R.E.A.D.
Registration Number:	2756312	TEX KOOL
Registration Number:	1192896	THREADS USA
Registration Number:	1646061	THREADS USA
Registration Number:	1350705	TUFF TWINE
Registration Number:	3707582	TWISTER TWEED
Registration Number:	2886662	VICTOR
Registration Number:	1827521	WILDCAT
Registration Number:	1827522	WILDCAT PLUS
Registration Number:	4428993	BIOGUARD
Registration Number:	2860689	BIOGUARD
Registration Number:	2831049	BODYSHIELD
Registration Number:	2147243	BURLINGTON
Registration Number:	504046	BURLINGTON
Registration Number:	2374803	BURLINGTON
Registration Number:	4427870	BURLINGTON MANUFACTURING SERVICES
Registration Number:	5100549	BURLINGTON TECHNOLOGIES
Registration Number:	2389944	BURLINGTON
Registration Number:	855164	BURLINGTON
Registration Number:	2658409	C CLASS
Registration Number:	2662094	C1
Registration Number:	2723432	C2
Registration Number:	2723246	C3
Registration Number:	2662057	C4
Registration Number:	2662058	C5
Registration Number:	2658408	CA
Registration Number:	3843156	
Registration Number:	1145060	FLEXIQUE
Registration Number:	4684925	KLOPMAN
Registration Number:	2393660	M.C.S.
Registration Number:	2218338	M.C.S. MOISTURE CONTROL SYSTEM
Registration Number:	978690	MAXIMA
Registration Number:	1797054	MICROMOVE
Registration Number:	3990941	NO FLY ZONE
Registration Number:	3983832	RAEFORD

Property Type	Number	Word Mark
Registration Number:	3883759	SIGMA
Registration Number:	4682361	SYNATURAL
Registration Number:	1594293	VERSATECH
Registration Number:	2342955	
Registration Number:	5166612	XALT
Registration Number:	4752473	BREAKWATERX
Registration Number:	3877240	SHADOW BOX
Registration Number:	2317280	GLIDE II
Registration Number:	2420205	DUNEAN CHAMBRAY
Registration Number:	2933751	WEATHERMAX
Registration Number:	3366261	HYDROMAX
Registration Number:	2433957	FUSION
Registration Number:	2927550	FUSION Z
Registration Number:	3855092	BLACK SEED
Registration Number:	3862195	BLACK SEED
Registration Number:	2306233	CONE
Registration Number:	4033621	CONE
Registration Number:	3723781	CONE
Registration Number:	3687474	CONE DENIM
Registration Number:	5329906	CONEGARD
Registration Number:	3795019	
Registration Number:	4038761	S GENE
Registration Number:	4908949	SUSTAINBLUE
Registration Number:	3722707	WHITE OAK
Registration Number:	4038762	WHITE OAK
Registration Number:	2209454	XX
Registration Number:	2211475	XXX
Serial Number:	85681811	BURLINGTON
Serial Number:	87145872	VAULT
Serial Number:	87087957	CARLISLE COTTON COMPANY
Serial Number:	86738270	CONE
Serial Number:	87044616	CONE DEEPTONE DENIM
Serial Number:	86392183	CONE
Serial Number:	87193801	CONE PINTO DENIM
Serial Number:	86879265	CONESTRONG
Serial Number:	86879284	TRUTONE
Serial Number:	86288817	VARABLUE
Serial Number:	86371832	WHITE OAK AMERICAN PRIDE CONE DENIM GREE

CORRESPONDENCE DATA**Fax Number:** 8009144240*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/07/2018

Total Attachments: 15

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2018, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of May 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

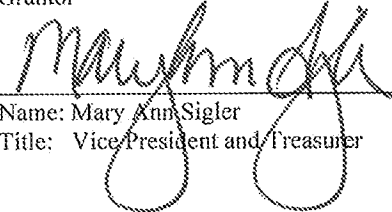
SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement (each as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, and this Trademark Security Agreement, the terms of ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, shall govern.

[Signature page follows]

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

Very truly yours,

AMERICAN & EFIRD ENTERPRISES, INC.
BURLINGTON INDUSTRIES LLC
SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC.
WLR CONE MILLS IP, INC.,
as a Grantor

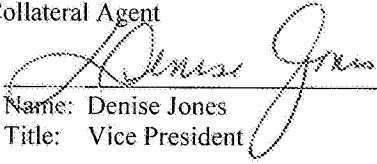
By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer



As Vice President and Treasurer of each of the above entities and, in such capacity, intending by this signature to legally bind each of the above entities

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent



By: 
Name: Denise Jones
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

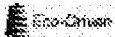

TRADEMARK
REEL: 006362 FRAME: 0060


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS



Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
American & Efird Enterprises, Inc.	0695405	A & E
American & Efird Enterprises, Inc.	3251505	A&E
American & Efird Enterprises, Inc.	3468538	A&E (stylized) (New Logo) 
American & Efird Enterprises, Inc.	4461037	A&E CONSUMER PRODUCTS SEE WHAT MATERIALIZES EST. 1891 and Design 
American & Efird Enterprises, Inc.	2099015	AMERICAN & EFIRD
American & Efird Enterprises, Inc.	1887201	AMERICANA
American & Efird Enterprises, Inc.	3244045	ANECALC
American & Efird Enterprises, Inc.	3024516	ANECOLOR
American & Efird Enterprises, Inc.	1827519	ANECORD
American & Efird Enterprises, Inc.	2512257	ANECORD NYLON

OWNER	REGISTRATION NUMBER	TRADEMARK
American & Efird Enterprises, Inc.	2516932	ANECORD POLY
American & Efird Enterprises, Inc.	1827525	ANECOT
American & Efird Enterprises, Inc.	1827526	ANECOT PLUS
American & Efird Enterprises, Inc.	1830396	ANEFIL NYLON
American & Efird Enterprises, Inc.	1830395	ANEFIL POLY
American & Efird Enterprises, Inc.	4298845	ANEGUARD
American & Efird Enterprises, Inc.	2415908	ANEQUILT
American & Efird Enterprises, Inc.	4298814	ANESAFE
American & Efird Enterprises, Inc.	4199905	ANESOFT
American & Efird Enterprises, Inc.	2449275	ANESYST
American & Efird Enterprises, Inc.	3070929	ANETEC
American & Efird Enterprises, Inc.	2031163	ANETRAK
American & Efird Enterprises, Inc.	1998381	BEST STRETCH
American & Efird Enterprises, Inc.	2222816	CLEARLON

OWNER	REGISTRATION NUMBER	TRADEMARK
American & Efird Enterprises, Inc.	1827520	D-CORE
American & Efird Enterprises, Inc.	3101950	DESIGN-A-CORE
American & Efird Enterprises, Inc.	3776485	ECO-DRIVEN
American & Efird Enterprises, Inc.	4867044	ECO-DRIVEN
American & Efird Enterprises, Inc.	3809235	ECO-DRIVEN and Design 
American & Efird Enterprises, Inc.	3606029	ESSENSE
American & Efird Enterprises, Inc.	1718231	EXCELL
American & Efird Enterprises, Inc.	4032306	FILAN
American & Efird Enterprises, Inc.	4332961	INTRESSA
American & Efird Enterprises, Inc.	1192799	JASMINE
American & Efird Enterprises, Inc.	2851549	LASERBRITE
American & Efird Enterprises, Inc.	2920713	LUDLOW and Design 
American & Efird Enterprises, Inc.	1889931	MAGIC

OWNER	REGISTRATION NUMBER	TRADEMARK
American & Efird Enterprises, Inc.	1703350	MAXI-LOCK
American & Efird Enterprises, Inc.	3955659	MAXI-LOCK STRETCH
American & Efird Enterprises, Inc.	3311698	MAXI-LOCK SWIRLS
American & Efird Enterprises, Inc.	2794444	MOONGLOW
American & Efird Enterprises, Inc.	1830394	PERMA CORE
American & Efird Enterprises, Inc.	1830397	PERMA SPUN
American & Efird Enterprises, Inc.	2867446	PIXELLES
American & Efird Enterprises, Inc.	2074087	RA and Design 
American & Efird Enterprises, Inc.	2713303	ROBISON - ANTON
American & Efird Enterprises, Inc.	4353726	SEE WHAT MATERIALIZES
American & Efird Enterprises, Inc.	2498155	SIGNATURE
American & Efird Enterprises, Inc.	1779698	SIGNATURE
American & Efird Enterprises, Inc.	2850722	SPUN KOOL

OWNER	REGISTRATION NUMBER	TRADEMARK
American & Efird Enterprises, Inc.	3304222	SUNSTOP
American & Efird Enterprises, Inc.	2837457	SUPER BRITE POLYESTER
American & Efird Enterprises, Inc.	2749835	SUPER LUSTER
American & Efird Enterprises, Inc.	2837458	SUPER STRENGTH RAYON
American & Efird Enterprises, Inc.	4351775	T.H.R.E.A.D. and Design 
American & Efird Enterprises, Inc.	2756312	TEX KOOL
American & Efird Enterprises, Inc.	1192896	THREADS USA
American & Efird Enterprises, Inc.	1646061	THREADS USA (stylized) 
American & Efird Enterprises, Inc.	1350705	TUFF TWINE
American & Efird Enterprises, Inc.	3707582	TWISTER TWEED
American & Efird Enterprises, Inc.	2886662	VICTOR
American & Efird Enterprises, Inc.	1827521	WILDCAT
American & Efird Enterprises, Inc.	1827522	WILDCAT PLUS
Burlington Industries LLC	4,428,993	BIOGUARD
Burlington Industries LLC	2,860,689	BIOGUARD

OWNER	REGISTRATION NUMBER	TRADEMARK
Burlington Industries LLC	2,831,049	BODYSHIELD
Burlington Industries LLC	2,147,243	BURLINGTON
Burlington Industries LLC	504,046	BURLINGTON
Burlington Industries LLC	2,374,803	BURLINGTON
Burlington Industries LLC	4,427,870	BURLINGTON MANUFACTURING SERVICES
Burlington Industries LLC	5,100,549	BURLINGTON TECHNOLOGIES
Burlington Industries LLC	2,389,944	BURLINGTON W/WEAVE LOGO
Burlington Industries LLC	855,164	BURLINGTON w/WEAVE LOGO on top
Burlington Industries LLC	2,658,409	C CLASS
Burlington Industries LLC	2,662,094	C1
Burlington Industries LLC	2,723,432	C2
Burlington Industries LLC	2,723,246	C3
Burlington Industries LLC	2,662,057	C4
Burlington Industries LLC	2,662,058	C5
Burlington Industries LLC	2,658,408	CA
Burlington Industries LLC	3,843,156	Design
Burlington Industries LLC	1,145,060	FLEXIQUE
Burlington Industries LLC	4,684,925	KLOPMAN

OWNER	REGISTRATION NUMBER	TRADEMARK
Burlington Industries LLC	2,393,660	M.C.S.
Burlington Industries LLC	2,218,338	M.C.S. MOISTURE CONTROL SYSTEM
Burlington Industries LLC	978,690	MAXIMA
Burlington Industries LLC	1,797,054	MICROMOVE
Burlington Industries LLC	3,990,941	NO FLY ZONE
Burlington Industries LLC	3,983,832	RAEFORD
Burlington Industries LLC	3,883,759	SIGMA FOUR STAR
Burlington Industries LLC	4,682,361	SYNATURAL
Burlington Industries LLC	1,594,293	VERSATECH
Burlington Industries LLC	2,342,955	WEAVE LOGO
Burlington Industries LLC	5,166,612	XALT
Safety Components Fabric Technologies, Inc.	4752473	BREAKWATERX
Safety Components Fabric Technologies, Inc.	3877240	SHADOW BOX
Safety Components Fabric Technologies, Inc.	2317280	GLIDE II
Safety Components Fabric Technologies, Inc.	2420205	DUNEAN CHAMBRAY

OWNER	REGISTRATION NUMBER	TRADEMARK
Safety Components Fabric Technologies, Inc.	2933751	WEATHERMAX
Safety Components Fabric Technologies, Inc.	3366261	HYDROMAX
Safety Components Fabric Technologies, Inc.	2433957	FUSION
Safety Components Fabric Technologies, Inc.	2927550	FUSION Z
WLR Cone Mills IP, Inc.	3,855,092	BLACK SEED
WLR Cone Mills IP, Inc.	3,862,195	BLACK SEED
WLR Cone Mills IP, Inc.	2,306,233	CONE
WLR Cone Mills IP, Inc.	4,033,621	CONE
WLR Cone Mills IP, Inc.	3,723,781	CONE & DESIGN
WLR Cone Mills IP, Inc.	3,687,474	CONE DENIM
WLR Cone Mills IP, Inc.	5,329,906	ConeGard
WLR Cone Mills IP, Inc.	3,795,019	OAK LEAVES DESIGN
WLR Cone Mills IP, Inc.	4,038,761	S GENE
WLR Cone Mills IP, Inc.	4,908,949	SUSTAINBLUE
WLR Cone Mills IP, Inc.	3,722,707	WHITE OAK

OWNER	REGISTRATION NUMBER	TRADEMARK
WLR Cone Mills IP, Inc.	4,038,762	WHITE OAK
WLR Cone Mills IP, Inc.	2,209,454	XX
WLR Cone Mills IP, Inc.	2,211,475	XXX

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Burlington Industries LLC	85/681,811 (Pending ITU)	BURLINGTON
Safety Components Fabric Technologies, Inc.	87/145,872 (Pending ITU)	VAULT
WLR Cone Mills IP, Inc.	87/087,957 (Pending ITU)	CARLISLE COTTON COMPANY & DESIGN
WLR Cone Mills IP, Inc.	86/738,270 (Pending ITU)	CONE & Pine Cone Design (1925 Logo)
WLR Cone Mills IP, Inc.	87/044,616 (Pending ITU)	CONE DEEPTONE DENIM
WLR Cone Mills IP, Inc.	86/392,183 (Pending ITU)	CONE on Pine Cone Design
WLR Cone Mills IP, Inc.	87/193,801 (Pending ITU)	CONE PINTO DENIM
WLR Cone Mills IP, Inc.	86/879,265 (Pending ITU)	CONESTRONG
WLR Cone Mills IP, Inc.	86/879,284 (Pending ITU)	TRUTONE
WLR Cone Mills IP, Inc.	86/288,817 (Pending ITU)	VARABLUE
WLR Cone Mills IP, Inc.	86/371,832 (Pending ITU)	WHITE OAK AMERICAN PRIDE CONE DENIM GREENSBORO N.C. SINCE 1891 & Design