

06-14-2002



Form PTO-1594
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Tab settings

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

102123504

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

1. Name of conveying party(ies): 6-11-02
Fieldcrest Cannon Licensing, Inc. (Delaware); The
Leshner Corporation (Ohio); Pillowtex
Corporation (Delaware)
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal
Address: _____
Street Address: 901 Main Street, 66th Floor
City: Dallas State: Texas Zip: 75202
 Individual(s) citizenship _____
 Association National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 24, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/266,025
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,136,918

5. Name and address of party to whom correspondence
concerning document should be mailed:
Name: S. Roxanne Edwards
Internal Address: _____
06/13/2002 6TON11 00000177 76266025
40.00 00
5875.00 00
Street Address: 1201 Main Street, P.O. Box 50784
City: Dallas State: Texas Zip: 75250

6. Total number of applications and
registrations involved: 236
7. Total fee (37 CFR 3.41).....\$ 5,915.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
Winstead: 23-2426
(Attach duplicate copy of this page if paying by deposit account)

06/13/2002
01 FC:481
02 FC:482

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
S. Roxanne Edwards [Signature] 6/6/02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 59

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

9766-714
DALLAS_1\3653629\1
05/16/02

TRADEMARK
REEL: 002521 FRAME: 0001

**LIST OF REGISTERED U.S. TRADEMARKS FOR INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

Mark	Registration No.	Registration Date
CALDWELL (FCC Canada)	2 033 308	28 Jan 97
CANNON DEVICE	782,507	29 Dec 64
CANNON & DEVICE	729,514	03 Apr 62
CANNON & DEVICE	147,948	08 Nov 21
CANNON	1,556,899	19 Sep 89
CANNON DEVICE	1,559,064	03 Oct 89
CANNON & DEVICE	1,126,849	20 Nov 79
CANNON DEVICE	1,127,538	11 Dec 79
CANNON	1,127,537	11 Dec 79
CANNON	729,513	03 Apr 62
CANNON	2,405,532	21 Nov 00
CANNON	2,440,006	03 Apr 01
CANNON & Artillery Device	2,410,029	05 Dec 00
CANNON CLASSIC CASUALS	2,514,043	04 Dec 01
CAVALIER	761,411	10 Dec 63
CELEBRITY	1,262,287	27 Dec 83
CHARISMA	2,474,046	31 Jul 01
CHARISMA	1,562,233	24 Oct 89
CHARISMA	1,124,948	11 Sep 79
CHARISMA	1,127,563	11 Dec 79
CLASSIC CHROMATICS	1,099,599	15 Aug 78
CLASSIC SUPREME	1,524,564	14 Feb 89
COMFORT SPUN	1,123,742	07 Aug 79
COMFORTCALE	1,093,823	20 Jun 78
COMMANDER	755,908	03 Sep 63
CORSAIR	752,423	09 Jul 63
COTTON FRESH	1,367,717	29 Oct 85
COTTON TOUCH	2,552,616	26 Mar 02
CROWN JEWEL	1,016,926	29 Jul 75
CROWN, WHEAT & ARTILLERY DESIGN	1,923,727	03 Oct 95
CROWN, WHEAT & ARTILLERY DEVICE	2,391,290	03 Oct 00
DRY FAST SYSTEM	2,364,518	06 Jun 00
DURACALE (STYLIZED)	366,894	02 May 39
DURALITE	876,628	09 Sep 69
EMPRESS	1,210,555	28 Sep 82
FASHION WEAVERS (SCRIPT)	783,730	19 Jan 65
FASHION WEAVERS (SCRIPT)	721,079	05 Sep 61
FASHION-MATES	762,074	24 Dec 63
FASHIONS OF THE WORLD	746,712	12 Mar 63
FIELDCREST	2,332,408	21 Mar 00
FIELDCREST (STYLIZED)	833,741	15 Aug 67
FIELDCREST CANNON	1,904,488	11 Jul 95
FIELDCREST CANNON STADIUM	2,235,392	23 Mar 99
FIELDCREST (LOGO)	995,055	08 Oct 74
FIELDCREST (STYLIZED)	436,239	27 Jan 48
FIELDCREST (STYLIZED)	500,882	06 Jul 48
FIELDCREST	2,332,293	21 Mar 00

Mark	Registration No.	Registration Date
FIELDCREST (FCI)	1,994,149	13 Aug 96
FIELDCREST FASHION FOR BED AND BATH & DESIGN	643,323	26 Mar 57
FIELDCREST	833,741	15 Aug 67
FIELDCREST	436,239	27 Jan 48
FLEX-O-MATIC	748,537	23 Apr 63
GOLD LABEL	738,716	02 Oct 62
IMPERIAL COLLECTION	754,269	06 Aug 63
IMPERIAL BROCADE	746,709	12 Mar 63
IMPERIAL ROSE	765,995	03 Mar 64
JUST FEEL THE DIFFERENCE	2,270,595	17 Aug 99
LUSTRE	2,259,455	06 Jul 99
MANY HAPPY RETURNS	2,034,169	28 Jan 97
MONTEREY	762,072	24 Dec 63
MONTICELLO (SCRIPT)	411,659	30 Jan 45
MONTICELLO (STYLIZED)	867,967	08 Apr 69
MOODS OF TOMORROW	1,057,683	01 Feb 77
MOODS OF TODAY	1,057,685	01 Feb 77
NIGHT MOODS	1,057,684	01 Feb 77
QUALITERRY (STYLIZED)	734,985	24 Jul 62
ROYAL CLASSIC	1,204,590	10 Aug 82
ROYAL DIMENSION	772,890	07 Jul 64
ROYAL FAMILY	1,194,734	04 May 82
ROYAL FAMILY	1,120,559	19 Jun 79
ROYAL FAMILY	1,522,696	31 Jan 89
ROYAL TOUCH	1,245,338	12 Jul 83
ROYAL TOUCH	1,346,286	02 Jul 85
ROYAL TOUCH	2,199,634	27 Oct 98
ROYAL VELVET	2,395,380	17 Oct 00
ROYAL VELVET	626,627	08 May 56
SAHARA	2,194,563	13 Oct 98
SANTA CRUZ	1,582,620	13 Feb 90
SATINA	744,548	29 Jan 63
SLEEPLIGHT	769,090	05 May 64
SLEEPWELL (Stylized)	1,176,281	03 Nov 81
SOFA FIT	1,350,710	23 Jul 85
SOSOFT 250	2,269,810	10 Aug 99
ST. MARYS	995,056	08 Oct 74
ST. MARYS (Old Script)	747,914	09 Apr 63
STERLING CHOICE	1,297,648	25 Sep 84
SUPER BIG	2,545,292	05 Mar 02
SUPREME TOUCH	1,586,835	13 Mar 90
SUPREME TOUCH	1,542,593	06 Jun 89
SURE SOFT	2,272,823	24 Aug 99
TOUCH OF CLASS	2,288,729	26 Oct 99
TOUCH OF CLASS	2,315,677	08 Feb 00
ULTRA VELVET	1,931,681	31 Oct 95
VELVET TOUCH	996,164	22 Oct 74
VELTRA	1,598,672	29 May 90
VELVET TOUCH	2,197,713	20 Oct 98
WHISPER LIGHT	752,422	09 Jul 63

Mark	Registration No.	Registration Date
2 For All Seasons	1991678	08/06/96
A Touch of Velvet	1970303	04/23/96
Adjust-A-Fit	1769348	05/04/93
Allurance (20)	2,437,618	03/20/01
American Originals	2006810	10/08/96
Back Sleeper	1420085	12/09/86
Be My Guest	1782129	07/12/93
Beautiful Dreamer	1179251	11/24/81
Bedmate (Stylized)	1383425	02/18/86
Big Deal	1874691	01/17/95
Big One, The (Class 20)	1824430	03/01/94
Big One, The (Class 24)	1869647	12/27/94
Big Stuff	2011194	10/22/96
Blue Heaven (20)	75013472	06/03/97
Blue Heaven (24)	75013642	06/03/97
Body Balance (20) Pillows	2,131,388	01/20/98
Body Cloud (20)	2,200,242	10/27/98
Body Cuddler	2,072,637	06/17/97
Bodymate	1773626	05/25/93
Box Plus (24)	2,138,520	02/24/98
Brite White	1421980	12/23/86
Cat's Meow - The Purr-fec	1820648	02/08/94
Classic Choice	1881464	02/28/95
Cloister Pima	1982849	06/25/96
Colorcase Wovens	1889307	04/11/95
Colorcase, The	1773318	05/25/93
Colossal	1873292	01/10/95
Comfaloft	1768669	05/04/93
Comfort Level	1802981	11/02/93
ComfortMate	1834151	05/03/94
Comfort Quest (20)	2,161,012	05/26/98
Comfort Quest (20) Mattress Cushions	2,244,525	05/11/99
Cotton Mate	1250408	09/06/83
Covapad	693261	02/16/60
Crest of Down	2,204,346	11/17/98
Cuddle Comfort (20)	2,219,516	01/19/99
Designer of "Dream" Products	748839	04/30/63
Down Secure	2,133,337	01/27/98
Down the Middle	2,143,558	03/10/98
Dream Spinner	1434765	03/31/87
Dream Warmer	1406617	08/26/86
Duo Pillow	2,103,757	10/07/97
Flat Free (20)	2,378,039	08/15/00
Fun Stuff (20)	2,398,449	10/24/00
Globe	1100211	08/22/78
Great Shapes	1787512	08/10/93
Great White North, The	1789889	08/24/93
Guaranteed To Fit	1855421	09/20/94
Healthwatch	2,146,738	03/24/98
Healthy Ways (20)	2,244,683	05/11/99
Heavenly Dream	1745006	01/05/93
Holiday Originals	1992028	08/06/96
Home Forum	1470686	12/29/87

Mark	Registration No.	Registration Date
Homeward Bound	1415918	11/04/86
It's Downright Downlike	1241201	06/07/83
Just for Me	1973312	05/07/96
Lite N' Lofty	1415919	11/04/86
Monster Pillow	1879226	02/14/95
Nantucket	2003867	10/01/96
Natural Choice	1452155	08/11/87
Natural Collection, The	1882722	03/07/95
Natural Elegance	1797047	10/05/93
Natural Expressions	2,191,585	09/22/98
Natural Nights	1805316	11/16/93
Nestle Down	1984662	07/02/96
Nettle Creek (20)	1219160	12/07/82
Nettle Creek (24)	1239500	05/24/83
Night Warmer	1403892	08/05/86
Nova	1898128	06/06/95
Outer Down	2,137,933	02/17/98
Packable Pillow	1882970	03/07/95
Pad About	1101534	09/05/78
Park Row	1082617	01/17/78
Perfect Pretender, The	1231962	03/22/83
Perma Loft	1472319	01/12/88
Pillows Buy The Pair	2053074	04/15/97
Pillowtex Corporation (Class 24)	1448579	07/21/87
Pillowtex Corporation (Pillows Only)	1460079	10/06/87
Pillowtex Corporation, All the Comforts of Home	1773658	05/25/93
Pleasant Dreams (20)	1998830	09/03/96
Pleasant Dreams (24)	2063561	05/20/97
Polyride	958227	05/01/73
Puff Ball	2048265	03/25/97
Purposeful Pillows	2,473,708	07/31/01
Regency By Globe	1565984	11/14/89
Side Sleeper	1414266	10/21/86
Sleepscents	1990358	07/30/96
Slumber Shapes	1533134	04/04/89
Snugmate	1272766	04/03/84
Soft N' Lofty	1405847	08/19/86
Softie	2,106,776	10/21/97
Sumerson	812265	08/02/66
Tender Years (20)	2,104,327	10/07/97
Tender Years (24)	2,194,147	10/06/98
Tender Years (24)	2,072,004	06/17/97
Upper Down (20)	2,220,907	01/26/99
Velours Royale (Class 20)	1407724	09/02/86
Velours Royale (Class 24)	1405888	08/19/86
Water Mate	1765165	04/13/93
We're The Pillow Professionals	1770097	05/11/93

Mark	Registration No.	Registration Date
All Seasons	2,073,041	06/24/97
Family Pack	1,762,923	04/06/93

Mark	Registration No.	Registration Date
Gourmet Graphics	1,691,621	06/09/92
Housewarmers	1,762,922	04/06/93
The Leshner Corporation (and Design)	1,908,535	08/01/95
Symphony	2,191,180	09/22/98

LIST OF U.S. TRADEMARK APPLICATIONS FOR INTELLECTUAL PROPERTY SECURITY AGREEMENT

Mark	Application No.	Application Date
CANNON-THE AMERICAN BRAND	76/382,753	14 Mar 00
CHARISMA	75/580,954	02 Nov 98
CHARISMA SELECT	76/081,817	03 Jul 00
CHARISMA ELITE	76/081,693	03 Jul 00
FIELDCREST OPULENCE	76/376,946	04 Mar 02

Mark	Application No.	Filing Receipt Date
Beast, The (20)	75808014	09/27/99
Beyond Big (20)	76369962	02/13/02
Beyond Big (24)	76369963	02/13/02
Big Dreamer (20)	76347484	12/12/01
Bigger One, The (20)	76336670	11/14/01
Body Balance (20) Mattress Cushions	75435264	02/17/98
Bolder Blends (24)	76229269	03/26/01
Classic Royale (20)	75612062	12/24/98
Classic Royale (24)	75612059	12/24/98
Comfort Foam (20)	76273030	06/18/01
Comfort Quest (24)	75214759	12/17/96
Flat Free (24)	75842545	08/25/98
Great Big One, The (20)	76349300	12/18/01
Great Big One, The (24)	76349301	12/18/01
Great Big Pillow, The (20)	76336668	11/14/01
Great One, The (20)	76337338	11/15/01
Health Ways (20)	75245600	02/21/97
Microguard (20)	75184510	10/21/96
Microguard (24)	75184509	10/21/96
Perfect Blend (20)	75837643	11/02/99
Sure Soft	75321702	07/09/97
Sure Soft	75321372	07/09/97
Ultra Loft (20)	76355888	01/08/02
Ultra Loft (24)	76355887	01/08/02
Wide Side (20)	76340005	11/21/01
Wide Side (24)	76339063	11/19/01

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 24, 2002, made among each of the signatories party hereto (each a "Grantor", collectively, the "Grantors"), and Bank of America, N.A., as Administrative Agent for itself and the other Lenders (as defined herein) (in such capacity, the "Administrative Agent"; together with the Lenders, the "Secured Parties").

RECITALS

WHEREAS, Pillowtex Corporation, a Delaware corporation, (the "Borrower"), the Administrative Agent and certain lenders from time to time party thereto (collectively, the "Lenders") desire to enter into that certain Term Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Term Loan Agreement"); all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Term Loan Agreement;

WHEREAS, it is the intention of the parties hereto that this Agreement create a first priority security interest in certain property of the Grantors securing the payment of the obligations set forth in Section 1.2 hereof, subject to only Permitted Liens; and

WHEREAS, it is a condition precedent to the obligation of the Secured Parties to enter into the Loan Documents and to, among other things, make the Term Loan under the Term Loan Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Parties to enter into the Loan Documents and to, among other things, make the Term Loan under the Term Loan Agreement, the Grantors hereby agree with the Administrative Agent for its benefit and the ratable benefit of the other Secured Parties, as hereinafter set forth.

ARTICLE I

Grant of Security Interest

Section 1.1 Grant of Security Interest. Each Grantor hereby pledges and grants to the Administrative Agent, for its benefit and the ratable benefit of the other Secured Parties, a security interest in, the entire right, title and interest of such Grantor, in and to the Collateral.

Section 1.2 Security for Secured Obligations. This Agreement creates an enforceable security interest in the Collateral, subject only to Permitted Liens, securing the payment and performance of any and all obligations now or hereafter existing of the Grantors under the Term Loan Agreement and the other Loan Documents, including any extensions, supplements,

modifications, substitutions, amendments and renewals thereof, whether for principal, interest, fees, expenses, indemnification or otherwise (all such obligations of the Grantors being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Administrative Agent or any other Secured Party under any Loan Document, but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding under the Bankruptcy Code or any other debtor relief laws involving any Grantor (including all such amounts which would become due or would be secured but for the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding of any Grantor or any other Person under the Bankruptcy Code or any other debtor relief laws).

Section 1.3 Validity and Priority of Security Interest. Each Grantor agrees that the Security Interest shall at all times be valid, perfected, continuing and binding and enforceable against such Grantor, in accordance with the terms hereof, as security for the Secured Obligations, and that the Collateral shall not at any time be subject to any other Lien, except Permitted Liens.

Section 1.4 Maintenance of Status of Security Interest, Collateral and Rights.

(a) **Required Action.** Subject to the terms of the Intercreditor Agreement, each Grantor shall take all action that may be necessary and that the Administrative Agent may reasonably request, so as at all times (i) to maintain the validity, perfection, enforceability and priority of the Security Interest in the Collateral in conformity with the requirements of Section 1.3, and (ii) to protect and preserve, and to enable the exercise or enforcement of, the rights of the Administrative Agent hereunder, including (A) immediately discharging all Liens, except Permitted Liens, and (B) executing and delivering financing or continuation statements, instruments of pledge, notices and instructions in each case in form and substance reasonably satisfactory to the Administrative Agent.

(b) **Protection of Collateral.** Each Grantor shall protect, preserve, renew and maintain, in each case in a manner consistent with reasonably responsible business and legal practices, all rights of such Grantor in the Collateral, including (i) making any filings necessary to renew or maintain the Registrations, (ii) prosecuting such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as such Grantor in its reasonable business judgment deems appropriate under the circumstances or (iii) appearing in and defending any action or proceeding that may materially adversely affect such Grantor's title to or the Administrative Agent's Security Interest in all or any part of the material Collateral, when such action is in such Grantor's reasonable business judgment necessary to protect such Collateral. Any expenses incurred by any Grantor in protecting, preserving, renewing and maintaining the Collateral shall be borne by the Grantors. Subject to the terms of the Intercreditor Agreement and to the maximum extent permitted by applicable laws, rules, regulations and orders of any Governmental Authority, during the continuance of an Event of Default, the Administrative Agent shall have the right, without taking title to any Collateral, to bring suit to enforce its Security Interest in any or all of the Collateral, in which event each Grantor shall, at the reasonable request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such

enforcement. All reasonable out-of-pocket costs, reasonable out-of-pocket expenses and other out-of-pocket moneys reasonably advanced by the Administrative Agent in connection with the foregoing shall, whether or not there are then outstanding any amounts under the Term Loan Agreement, be treated as Secured Obligations, but the making of any advances by the Administrative Agent or any other Secured Party shall not relieve the Grantors of any default hereunder.

(c) Authorized Action. The Administrative Agent is hereby authorized to file one or more continuation statements, financing statements, amendments thereto, notices and instructions without the signature of or in the name of Grantor when permitted by applicable laws, rules, regulations and orders of any Governmental Authority. A photocopy or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by applicable law.

Section 1.5 Each Grantor Remains Obligated; the Administrative Agent and Secured Parties Not Obligated. The grant by each Grantor to the Administrative Agent of the Security Interest in the Collateral shall not (i) relieve any Grantor from the performance of any term, covenant, condition or agreement on its part to be performed or observed (including by virtue of the exercise by the Administrative Agent of any of its rights hereunder), (ii) relieve any Grantor from any liability to any Person, under or in respect of any of the Collateral, (iii) impose any obligation on the Administrative Agent or any Secured Party except as expressly provided herein or (iv) impose any liability on the Administrative Agent or any other Secured Party for any act or omission on the part of any Grantor relative thereto; provided, however, nothing contained herein shall prohibit any Grantor from allowing any Registration with respect to the Collateral to lapse or otherwise terminate if such Registration is not material to such Grantor's business in such Grantor's reasonable business judgment.

Section 1.6 Termination.

(a) After the date on which the Secured Obligations are paid in full and the Commitments have been terminated (except to the extent that the release of any Collateral is otherwise permitted pursuant to the terms of the Loan Documents), (i) this Agreement shall terminate and be of no further force and effect (except as provided in Section 1.6(b)) and all rights to the Collateral shall revert to the Grantors, and (ii) the Administrative Agent will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

(b) Each Grantor agrees that, to the extent permitted by applicable laws, rules, regulations and orders of any Governmental Authority, if at any time all or any part of any payment theretofore applied by the Administrative Agent and the other Secured Parties to any of the Secured Obligations is or must be rescinded or returned by any Person for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any Grantor or any other Person), such Secured Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Administrative Agent or any other Secured Party, and the Security Interest in the Collateral granted hereunder shall continue to be effective or be

reinstated, as the case may be, as to such Secured Obligations, all as though such application by the Administrative Agent or any other Secured Party had not been made.

ARTICLE II

Representations and Warranties

Each Grantor represents and warrants as follows:

Section 2.1 Rights of the Grantor. Each Grantor is the legal and beneficial owner of the Collateral owned by it free and clear of any Lien, except for the Security Interest and Permitted Liens. No effective financing statement or other instrument similar in effect naming any Grantor as "debtor" covering all or any part of the Collateral is on file in any recording office, except such as (a) may have been filed in favor of the Administrative Agent relating to this Agreement, and (b) may be filed in respect of other Permitted Liens.

Section 2.2 Perfection. This Agreement, together with the filings referred to in Section 2.1(a) above, as listed on Annexes A-1, A-2, B-1, B-2, C-1 and C-2, as applicable, will create in favor of the Administrative Agent a valid and perfected Security Interest in the Collateral and such Security Interest will be a perfected Security Interest on existing Registrations, subject only to Permitted Liens.

Section 2.3 Registrations. Annexes A-1, A-2, B-1, B-2, C-1 and C-2, as applicable, set forth a true and complete list of all material Registrations in the United States Patent and Trademark Office and related state filings owned by each Grantor as of the date hereof.

ARTICLE III

Covenants

Section 3.1 Jurisdiction of Organization; Chief Executive Office. Each Grantor shall maintain its jurisdiction of organization, chief executive office and the office where the books and records relating to the Collateral are kept only at the location specified on Exhibit A to the Pledge and Security Agreement, unless such Grantor has given the Administrative Agent not less than 10 days' prior written notice of any change.

Section 3.2 No Disposition of Collateral. Except to the extent permitted by the Term Loan Agreement or the Intercreditor Agreement, no Grantor shall sell, transfer or otherwise dispose of any of the Collateral or any interest therein that is material to such Grantor's business, or grant any license thereunder, except for licenses granted or other dispositions in the ordinary course of business.

Section 3.3 Additional Property. If after the date hereof, any Grantor uses or acquires any interest in any Registration which is within the definition of "Collateral" or modifies, reformulates or otherwise alters any Registration, in each case, that is material to such Grantor's business, such Grantor shall execute and deliver to the Administrative Agent all documents and instruments the Administrative Agent may reasonably require to grant to the Administrative

Agent a perfected Lien therein (subject only to Permitted Liens) and to subject all of such interest to this Agreement, including but not limited to any new, supplementary or additional filings.

Section 3.4 Requested Information. In addition to such other Information as shall be specifically provided for herein, each Grantor shall furnish to the Administrative Agent such other Information with respect to the Collateral as the Administrative Agent may reasonably request from time to time in connection with the Collateral, or the protection, preservation, maintenance or enforcement of the Security Interest in the Collateral, including, without limitation, all documents in such Grantor's possession, or subject to its demand for possession, related to the production and sale by such Grantor, or any subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of such Grantor in connection with the Collateral, including by way of example, without limiting the interest granted by this Agreement, all lists and ancillary documents which identify and describe any of such Grantor's licensees and all quality specifications related to the license, for products sold or services rendered under or in connection with the Collateral.

Section 3.5 Further Assurances; Additional Grantors. At any time and from time to time, upon the request of the Administrative Agent, at the sole expense of the Grantors, and subject to the terms of the Intercreditor Agreement, each Grantor shall promptly execute and deliver all such further instruments and documents and take such further action as the Administrative Agent may deem reasonably necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, the execution and filing of such financing statements as the Administrative Agent may require. A carbon, photographic, or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement. Upon the execution and delivery by any Person of a security agreement supplement in substantially the form of Annex D attached hereto (each a "Security Agreement Supplement"), (a) such Person shall be and become a Grantor hereunder and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Person, and (b) the supplemental Annexes A-1, A-2, B-1, B-2, C-1 and C-2 attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement Annexes A-1, A-2, B-1, B-2, C-1 and C-2, respectively, hereto, and the Administrative Agent may attach such supplemental exhibits to such Annexes; and each reference to such Annexes shall mean and be a reference to such Annexes as supplemented pursuant to each Security Agreement Supplement.

ARTICLE IV

Event of Default

Upon the occurrence and during the continuance of an Event of Default:

Section 4.1 Application of Proceeds. Subject to the terms of the Intercreditor Agreement, all cash proceeds received by the Administrative Agent upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied in accordance with Section 3.3(a) of the Term Loan Agreement.

Section 4.2 Remedies.

(a) Subject to the terms of the Intercreditor Agreement, if an Event of Default has occurred and is continuing, the Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC at that time, and also may (i) require the Grantors to, and the Grantors hereby agree that they will at their expense and upon the reasonable request of the Administrative Agent forthwith, assemble all or part of the Collateral (to the extent capable of being assembled) as directed by the Administrative Agent and make it available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties or (ii) without notice, except as specified below, sell the Collateral or any portion thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. The Grantors agree that, to the extent notice of sale shall be required by applicable laws, rules, regulations and orders of any Governmental Authority, ten days' written notice to the Grantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, provided that ten days' written notice does not violate any applicable laws, rules, regulations and orders of any Governmental Authority. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Administrative Agent may be the purchaser at any sale of the Collateral and pay all or any part of the purchase price thereof by canceling part or all of the Secured Obligations.

(b) Subject to the terms of the Intercreditor Agreement, if an Event of Default has occurred and is continuing, the Administrative Agent may obtain the appointment of a receiver of the Collateral.

(c) Subject to the terms of the Intercreditor Agreement, if an Event of Default has occurred and is continuing, the Administrative Agent may without notice to the Grantors and at such time or times as the Administrative Agent in its reasonable discretion may determine, exercise any or all of any Grantor's rights in, to and under, or in any way connected with or related to, any or all of the Collateral, including (i) enforcing the performance of, and exercising any or all of such Grantor's rights with respect to the Collateral, in each case by legal proceedings or otherwise and (ii) settling, adjusting, compromising, extending, renewing, discharging and releasing any or all legal proceedings brought with respect to any or all of such Grantor's rights with respect to the Collateral.

(d) Subject to the terms of the Intercreditor Agreement, if an Event of Default has occurred and is continuing and upon written demand of the Administrative Agent, each Grantor

shall execute and deliver to the Administrative Agent an assignment or assignments of the Collateral and such other documents as are reasonably necessary to carry out the intent and purposes of this Agreement.

(e) Subject to the terms of the Intercreditor Agreement, if an Event of Default has occurred and is continuing and for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 4.2 at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Administrative Agent, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation by the Administrative Agent to such Grantor) to use, assign, license or sublicense any of the Collateral now owned or hereafter acquired by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

Section 4.3 Indemnity and Expenses. THE GRANTORS JOINTLY AND SEVERALLY AGREE TO INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) THE ADMINISTRATIVE AGENT AND OTHER SECURED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT) TO THE EXTENT THAT THE GRANTORS ARE REQUIRED TO DO SO UNDER SECTION 13.2 OF THE TERM LOAN AGREEMENT.

ARTICLE V

Interpretation

Section 5.1 Definitional Provision.

(a) Certain Terms Defined by Reference. The terms "collateral", "inventory", "rights", and "security interest" shall have the meanings ascribed thereto in the UCC, or, when capitalized, the meanings specified in subsection (b) below.

(b) Other Defined Terms. For purposes of this Agreement:

"Agreement" means this Agreement, including all schedules, annexes and exhibits hereto, as amended, modified, supplemented or restated from time to time.

"Collateral" means each of the Grantor's rights, title and interests, (whatever they may be) in each of the following, in each case whether now or hereafter existing or now owned or hereafter acquired by each Grantor and whether or not the same is subject to Article 9 of the UCC, and wherever the same may be located, but only to the extent such assets are not presently encumbered:

- (i) the Trademarks and Goodwill;
- (ii) the Patents;

- (iii) the Copyrights;
- (iv) all registrations or letters patent issued or applied for (now or hereafter) with respect to the Trademarks, Patents and Copyrights and renewals thereof in the United States and any state thereof (the "Registrations");
- (v) any renewal, reissue, re-examination certificate, extension or the like with respect to the Trademarks, Patents and Copyrights;
- (vi) all rights to use the Trademarks as trade names or assumed names in all aspects of its business;
- (vii) all inventions, processes, production methods, proprietary information, know-how and trade secrets related to the Patents;
- (viii) all licenses, sublicenses or user or other agreements granted in favor of or from each Grantor with respect to any of the foregoing to the extent assignable without violation thereof, together with any Goodwill connected with or symbolized by any such licenses and agreements; and
- (ix) all proceeds and products of the foregoing. The inclusion of "proceeds" of Collateral in the definition of "Collateral" shall not be deemed a consent by the Administrative Agent to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms hereof or by the Term Loan Agreement.

"Copyright" means any copyright, copyright registration and applications for such registration, including, but not limited to, the copyrights listed on Annex C-1 attached hereto, and all applications for copyrights, including those copyrights and applications listed on Annex C-2 attached hereto, together with all continuations, renewals, extensions, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for all past, present or future infringements thereof and the right to sue for past, present and future infringements thereof.

"Goodwill" means the goodwill of the businesses connected with the use of (or associated with) and symbolized by the Trademarks, but not any other goodwill.

"Information" means data, certificates, reports, statements (including financial statements), documents and other information in form (including electronic media) reasonably acceptable to the Administrative Agent.

"Intercreditor Agreement" means that certain Intercreditor Agreement, as may be modified, supplemented, amended and restated, among the Borrower, the Grantors, certain other Guarantors, the Administrative Agent, the Revolving Lenders and the Revolving Agent, dated as of May _____, 2002, setting forth the respective rights with respect to the Collateral of the Administrative Agent and the Lenders party to the Term Loan Agreement with the respective rights of the Revolving Lenders and the Revolving Agent party to the Revolving Credit Agreement.

"Patents" means all patents in any and all forms, and applications for patents, including but not limited to the patents listed on Annex A-1 attached hereto, and all patent applications listed on Annex A-2 attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for past, present or future infringements thereof and the right to sue for past, present and future infringements thereof.

"Registrations" has the meaning set forth in the definition of Collateral.

"Revolving Agent" means Congress Financial Corporation, in its capacity as agent under the Revolving Credit Agreement.

"Revolving Credit Agreement" means that certain Loan and Security Agreement, dated May ___, 2002, among the Borrower, the Revolving Lenders and the Revolving Agent, providing for an aggregate commitment to lend of no greater than \$200,000,000.

"Revolving Lenders" means, as of any date, the lenders that are party to the Revolving Credit Agreement.

"Security Interest" means the continuing security interest of the Administrative Agent in the Collateral intended to be effected by the terms of this Agreement or any financing and continuation statements or other filings contemplated hereby.

"Trademarks" means all trade names, trademarks, and service marks, in any and all forms, including but not limited to the registered trade names, trademarks, and service marks listed on Annex B-1 attached hereto, and all applications for registration of trade names, trademarks, and service marks, including those applications listed on Annex B-2 attached hereto, all common law rights to such trade names, trademarks and service marks, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"UCC" means the Uniform Commercial Code as effective in the State of Texas, as the same has been or may be amended or revised from time to time, or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

Section 5.2 Power of Attorney. Each power of attorney, license and other authorization in favor of the Administrative Agent or any other Person granted by or pursuant to this Agreement shall be deemed to be irrevocable and coupled with an interest; provided however, each such power of attorney, license or other authorization shall terminate automatically upon the payment in full of the Secured Obligations and termination of the Commitments and shall only be exercisable during the continuance of an Event of Default, subject to the terms of the Intercreditor Agreement.

ARTICLE VI

Miscellaneous

Section 6.1 Administrative Agent's Right to Perform on the Grantors' Behalf. If any Grantor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, the Administrative Agent may (but shall not be obligated to) do the same or cause it to be done or performed or observed, either in its name or in the name and on behalf of such Grantor, and in the event that such Grantor shall have failed to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, then each Grantor hereby authorizes the Administrative Agent to do so, and, subject to the terms of the Intercreditor Agreement, each Grantor hereby appoints the Administrative Agent, and any other Person the Administrative Agent may designate, as such Grantor's attorney-in-fact (exercisable only during the continuance of an Event of Default) to do, or cause to be done, in the name, place and stead of such Grantor in any way in which such Grantor itself could do, or cause to be done, any or all things necessary to observe or perform the terms, conditions, covenants and agreements to be observed or performed by such Grantor under this Agreement. In addition, and subject to the terms of the Intercreditor Agreement, each Grantor hereby irrevocably appoints the Administrative Agent as such Grantor's attorney-in-fact (exercisable only during the continuance of an Event of Default) to execute and deliver in such Grantor's name and stead to any purchaser at any sale held under Section 4.2 hereof any and all documents and instruments of assignment, transfer and conveyance necessary or appropriate to transfer to such purchaser the Collateral sold at such sale. This appointment as attorney-in-fact shall terminate upon the payment in full of the Secured Obligations.

Section 6.2 Administrative Agent's Right to Use Agents. The Administrative Agent may exercise its rights under this Agreement through an agent or other designee.

Section 6.3 Limitation of the Administrative Agent's Obligations With Respect to Collateral.

(a) The Administrative Agent shall not have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto, except to the extent of any gross negligence or willful misconduct of the Administrative Agent or other Secured Parties.

(b) Nothing contained in this Agreement shall be construed as requiring or obligating the Administrative Agent, and the Administrative Agent shall not be required or obligated, to (i) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (ii) notify any Grantor of any decline in the value of any Collateral.

Section 6.4 Rights of the Administrative Agent under UCC and applicable law. The Administrative Agent shall have, with respect to the Collateral, in addition to all of its rights under this Agreement, (a) the rights of a secured party under the UCC, whether or not the UCC would otherwise apply to the collateral in question, and (b) the rights of a secured party under all other applicable laws, rules, regulations and orders of any Governmental Authority.

Section 6.5 Use and Possession of Certain Premises. Subject to the terms of the Intercreditor Agreement and any landlord or mortgagee waivers or collateral access agreements in favor of the Administrative Agent, upon the occurrence of an Event of Default, the Administrative Agent shall be entitled to occupy and use any premises owned or leased by any Grantor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Grantor for such use and occupancy.

Section 6.6 Waivers of Rights Inhibiting Enforcement. To the extent not prohibited by applicable laws, rules, regulations and orders of any Governmental Authority, each Grantor waives all rights of redemption, appraisalment, or marshaling of assets.

Section 6.7 Sending Notices. Any notice required or permitted to be given under this Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Section 13.12 of the Term Loan Agreement. All such notices to the Borrower or any Grantor hereunder shall be given or made at the appropriate address or telecopier number of the Borrower or the Grantors in accordance with such Section 13.12 of the Term Loan Agreement.

Section 6.8 Change in Address for Notices. Each of the Grantors, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

Section 6.9 **GOVERNING LAW**. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS) AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE REQUIRED TO BE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

Section 6.10 **WAIVER OF JURY TRIAL**. **THE ADMINISTRATIVE AGENT, THE SECURED PARTIES AND THE GRANTORS HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDINGS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 6.11 **INDEMNITY**. **EACH GRANTOR HEREBY AGREES TO INDEMNIFY THE ADMINISTRATIVE AGENT, THE LENDERS, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, PENALTIES, SUITS, COSTS, AND EXPENSES OF ANY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF**

LITIGATION OR PREPARATION THEREFOR WHETHER OR NOT THE ADMINISTRATIVE AGENT OR ANY LENDER IS A PARTY THERETO) IMPOSED ON, INCURRED BY OR ASSERTED AGAINST ANY OR ALL OF THE INDEMNIFIED PARTIES, IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT, EXCEPT FOR ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES, OR THE MANUFACTURE, PURCHASE, ACCEPTANCE, REJECTION, OWNERSHIP, DELIVERY, LEASE, POSSESSION, USE, OPERATION, CONDITION, SALE, RETURN OR OTHER DISPOSITION OF ANY COLLATERAL (INCLUDING, WITHOUT LIMITATION, LATENT AND OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE BY THE ADMINISTRATIVE AGENT OR THE LENDERS OR THE DEBTORS, AND ANY CLAIM FOR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT).

Section 6.12 Severability. Any provision of this Agreement which is for any reason prohibited or found or held invalid or unenforceable by any court or governmental agency shall be ineffective to the extent of such prohibition or invalidity or unenforceability, without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 6.13 Counterparts; Delivery by Facsimile. This Agreement may be signed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed an original counterpart of this Agreement.

Section 6.14 Consent to Jurisdiction; Waiver of Immunities.

(a) Each Grantor and the Administrative Agent each hereby irrevocably submits to the non-exclusive jurisdiction of any United States Federal or State courts sitting in Dallas, Texas, in any action or proceeding arising out of or relating to this Agreement, and each Grantor and the Administrative Agent hereby irrevocably waive any objection they may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum.

(b) Nothing in this section shall limit the right of any Grantor, the Administrative Agent or any other Secured Party to bring any action or proceeding against any other party or its property in the courts of any other jurisdictions.

Section 6.15 Survival of Representations. All representations and warranties of each Grantor contained in this Agreement shall survive the execution and delivery of this Agreement.

Section 6.16 Taxes and Expenses. Any taxes (including income taxes (other than any income taxes incurred by the Administrative Agent or the Lenders)) payable or ruled payable by Federal or State authority in respect of this Agreement shall be paid by each Grantor, together with interest and penalties, if any. The Grantors shall jointly and severally reimburse the Administrative Agent for any and all reasonable out-of-pocket expenses (including reasonable attorneys', auditors' and accountants' fees) paid or incurred by the Administrative Agent in

connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral permitted by the Term Loan Agreement). Any and all costs and expenses incurred by each Grantor in the performance of actions required pursuant to the terms hereof shall be borne solely by such Grantor.

Section 6.17 Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

Section 6.18 Termination/Lien Release. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Term Loan Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding. Upon termination of this Agreement or release of a Grantor prior thereto, and upon such Grantor's written request, the Administrative Agent shall promptly deliver appropriate lien release documents, return any applicable guarantee, and return all applicable original documents held as Collateral.

Section 6.19 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, except as permitted under the Term Loan Agreement.

Section 6.20 Loan Documents. This Agreement is a Loan Document executed pursuant to the Term Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 6.21 Secured Obligations Not Affected. To the fullest extent permitted by applicable laws, rules, regulations and orders of any Governmental Authority, the Secured Obligations of the Grantors under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

- (a) any amendment or modification or addition or supplement to any Loan Document or any instrument delivered in connection therewith or any assignment or transfer thereof;
- (b) any exercise, non-exercise, or waiver by the Administrative Agent or any other Secured Party of any right, remedy, power or privilege under or in respect of, or any release of any guaranty or the Collateral or any part thereof provided pursuant to, this Agreement or any other Loan Document;
- (c) any waiver, consent, extension, indulgence or other action or inaction in respect of this Agreement, any other Loan Documents or any assignment or transfer of any thereof; or

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Grantor or any other Person, whether or not any Grantor shall have notice or knowledge of any of the foregoing.

Section 6.22 **ENTIRE AGREEMENT.** THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL ARGUMENTS BETWEEN THE PARTIES.

Section 6.23 **Intercreditor Agreement.** This Agreement is subject in all respects to the terms and provisions set forth in the Intercreditor Agreement. In the event of conflict between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

ARTICLE VII

THE ADMINISTRATIVE AGENT

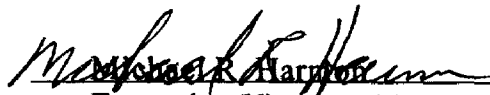
Section 7.1 Bank of America, N.A. has been appointed Administrative Agent for the Lenders hereunder pursuant to Section 12.1 of the Term Loan Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to the Term Loan Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article XII of the Term Loan Agreement. Any successor Administrative Agent appointed pursuant to Section 12.7 of the Term Loan Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

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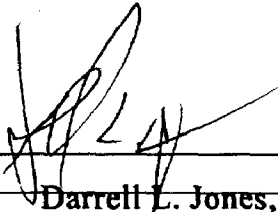
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

GRANTORS:

PILLOWTEX CORPORATION
PTEX, INC.
PILLOWTEX MANAGEMENT
SERVICES COMPANY
BEACON MANUFACTURING
COMPANY
FC ONLINE, INC.
TENNESSEE WOOLEN MILLS, INC.
FIELDCREST CANNON, INC.
ENCEE, INC.
FCC CANADA, INC.
FIELDCREST CANNON LICENSING,
INC.
FCI CORPORATE LLC
FIELDCREST CANNON
TRANSPORTATION, INC.
FCI OPERATIONS LLC
THE LESHNER CORPORATION
OPELIKA INDUSTRIES, INC.
PILLOWTEX CANADA INC.

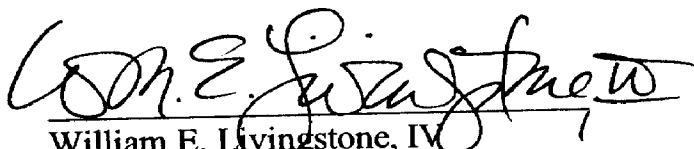
By: 
Name: Michael R. Harmon
Title: Executive Vice President and
Chief Financial Officer

PTEX HOLDING COMPANY
FIELDCREST CANNON FINANCING,
INC.

By: 
Name: Darrell L. Jones,
Title: Vice President and Treasurer

SECURED PARTY:

BANK OF AMERICA, N.A., as the
Administrative Agent

By: 
William E. Livingstone, IV
Managing Director

PATENTS**DOMESTIC (UNITED STATES)****Pillowtex Corporation**

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
United States	5,636,393	6/10/1997	Mattress Cover with Inelastically Stretchable Skirt
United States	5,127,115	7/7/1992	Expandable Skirt Mattress Cover
United States	D424,859	5/16/2000	Personal Care Textile Article with Label
United States	D421,568	3/14/2000	Packaging Structure for a Textile Article

Fieldcrest Cannon, Inc.

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
United States	5,579,707	12/3/1996	Double Hem Apparatus and Method for Automatically Guiding, Trimming, Splitting and Side Hemming Continuous Textile Material
United States	5,676,422	10/14/1997	Slipcover for a Recliner
United States	5,667,865	6/26/1996	Terry Fabric with Increased Rate of Absorbency and Method of Forming Same
United States	4,589,361	5/20/1986	Apparatus and Method for Automatically Guiding, Trimming, splitting and Side Hemming Continuous Textile Material
United States	D396,596	8/14/1998	Personal Care Textile Article and Label
United States (Registered to Fieldcrest Mills, Inc.)	4,576,858	3/18/1986	Pile Fabrics as Woven Terry Fabrics with Diagonal Grooves of Cut Pile

FOREIGN

Fieldcrest Cannon, Inc.

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
Canada	1,261,909	9/26/1989	Apparatus with Integrated Solid State Comfort Control and Overheat Protection
Korea	141,979	3/25/1998	Method and Apparatus for Electronic Control of Terry Loom
U.K. (British)	2,148,679	10/1/1984	Electrical Heating Apparatus Protected Against an Overheating Condition
U.K. (British)	1,558,438		Pile Fabric Forming Apparatus Having Cooperating Pairs of Pile Wires

PATENT APPLICATIONS
DOMESTIC (UNITED STATES)

Fieldcrest Cannon, Inc.

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	29/074,250	8/1/1997	Personal Care Textile Article and Label

FOREIGN**Pillowtex Canada Inc.**

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Title</u>
Canada	2,075,770		Adjustable Cervical Pillow

Pillowtex Corporation

<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Title</u>
Canada	2,172,885	3/28/1996	Quilted Mattress Cover

TRADEMARKS
DOMESTIC (UNITED STATES)

Fieldcrest Cannon Licensing, Inc.

Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
BIO-TECT	27 F 8401 B	Reg 2 136 918	17 Feb 98	8 & 15 due 17 Feb 04 Renew 17 Feb 08
CANNON DEVICE	42 F 1570 B	Reg 782,507	29 Dec 64	Renew 29 Dec 04
CANNON & DEVICE	24, 27 F 1569 B	Reg 729,514	03 Apr 62	Renewal pending
CANNON & DEVICE	24 F 1566 B	Reg 147,948	08 Nov 21	Renewal pending
CANNON	25 F 1562 B	Reg 1,556,899	19 Sep 89	Renew 12 Sep 09
CANNON DEVICE	25 F 1563 B	Reg 1,559,064	03 Oct 89	Renew 03 Oct 09
CANNON & DEVICE	20, 27 F 1571 B	Reg 1,126,849	20 Nov 79	Renew 20 Nov 09
CANNON DEVICE	20, 24, 27 F 1573 B	Reg 1,127,538	11 Dec 79	Renew 11 Dec 09
CANNON	20, 24, 27 F 1572 B	Reg 1,127,537	11 Dec 79	Renew 11 Dec 10
CANNON	24, 27 F 1568 B	Reg 729,513	03 Apr 62	Renewal pending
CANNON	42 F 10235 B	Reg 2,405,532	21 Nov 00	8 & 15 due 21 Nov 05/06 Renew 21 Nov 10
CANNON	20, 24 F 10238 B	Reg 2,440,006	03 Apr 01	8 & 15 due 03 Apr 06/07 Renew 03 Apr 11
CANNON & Artillery Device	20, 24 F 10239 B	Reg 2,410,029	05 Dec 00	8 & 15 due 05 Dec 05/06 Renew 05 Dec 10
CANNON CLASSIC CASUALS	24 F 10894 B	Reg 2,514,043	04 Dec 01	8 & 15 due 04 Dec 06/07 Renew 04 Dec 10
CANNON KITCHEN CLASSICS	24	Reg 2,017,318	19 Nov 96	
CAVALIER	24 F 1578 B	Reg 761,411	10 Dec 63	Renew 10 Dec 03
CELEBRITY	10, 24 F 2349 B	Reg 1,262,287	27 Dec 83	Renew 27 Dec 03
CHARISMA	20 F 9842 B	Reg 2,474,046	31 Jul 01	8 & 15 due 31 Jul 06/07 Renew 31 Jul 11
CHARISMA	24 F 2442 B	Reg 1,562,233	24 Oct 89	Renew 24 Oct 09
CHARISMA	24 F 2350 B	Reg 1,124,948	11 Sep 79	Renew 11 Sep 09
CHARISMA	27 F 2351 B	Reg 1,127,563	11 Dec 79	Renew 11 Dec 09

Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
CLASSIC CHROMATICS	24 F 2355 B	Reg 1,099,599	15 Aug 78	Renew 15 Aug 08
CLASSIC SUPREME	24 F 1732 B	Reg 1,524,564	14 Feb 89	Renew 14 Feb 09
COMFORT SPUN	24 F 1583 B	Reg 1,123,742	07 Aug 79	Renew 07 Aug 09
COMFORTCALE	24 F 1584 B	Reg 1,093,823	20 Jun 78	Renew 20 Jun 08
COMMANDER	10 F 2356 B	Reg 755,908	03 Sep 63	Renew 03 Sep 03
CORSAIR	10 F 2357 B	Reg 752,423	09 Jul 63	Renew 09 Sep 03
COTTON FRESH	24 F 1587 B	Reg 1,367,717	29 Oct 85	Renew 29 Oct 05
COTTON TOUCH	20 F 11781 B	Reg 2,552,616	26 Mar 02	8 & 15 due 26 Mar 07/08 Renew 26 Mar 12
CROWN JEWEL	24 F 1588 B	Reg 1,016,926	29 Jul 75	Renew 29 Jul 05
CROWN, WHEAT & ARTILLERY DESIGN	24 F 6098 B	Reg 1,923,727	03 Oct 95	Renew 03 Oct 05
CROWN, WHEAT & ARTILLERY DEVICE	20, 24 F 10200 B	Reg 2,391,290	03 Oct 00	8 & 15 due 03 Oct 06/06 Renew 03 Oct 10
DRY FAST SYSTEM	24 F 1593 B	Reg 2,364,518	06 Jun 00	8 & 15 due 06 Jun 05/06 Renew 06 Jun 10
DURACALE (STYLIZED)	42 F 2362 B	Reg 366,894	02 May 39	Renew 02 May 09
DURALITE	24 F 1594 B	Reg 876,628	09 Sep 69	Renew 09 Sep 09
EMPRESS	24 F 1600 B	Reg 1,210,555	28 Sep 82	Renew 28 Sep 02
FASHION WEAVERS (SCRIPT)	42 F 2371 B	Reg 783,730	19 Jan 65	Renew 19 Jan 05
FASHION WEAVERS (SCRIPT)	42 F 2370 B	Reg 721,079	05 Sep 61	Renewal pending
FASHION-MATES	24 F 1612 B	Reg 762,074	24 Dec 63	Renew 24 Dec 03
FASHIONS OF THE WORLD	42 F 2369 B	Reg 746,712	12 Mar 63	Renew 12 Mar 03
FIELDCREST	25	Reg 1994149	13 Aug 96	
FIELDCREST	35 F 10234 B	Reg 2,332,408	21 Mar 00	8 & 15 due 21 Mar 05/06 Renew 21 Mar 10
FIELDCREST AND DEVICE	24	Reg 643,323	26 Mar 57	
FIELDCREST (STYLIZED)	24 F 2255 B	Reg 833,741	15 Aug 67	Renew 15 Aug 07
FIELDCREST (STYLIZED)	9	Reg 434,737	02 Dec 47	
FIELDCREST CANNON	24 F 6099 B	Reg 1,904,488	11 Jul 95	Renew 11 Jul 05
FIELDCREST CANNON STADIUM	42 F 8962 B	Reg 2,235,392	23 Mar 99	8 & 15 due 23 Mar 05 Renew 23 Mar 09
FIELDCREST (LOGO)	24, 27 F 2377 B and F 9272 AB	Reg 995,055	08 Oct 74	Renew 08 Oct 04
FIELDCREST (STYLIZED)	24 F 1704 B	Reg 436,239	27 Jan 48	Renew 27 Jan 08
FIELDCREST (STYLIZED)	24, 27 F 2165 B	Reg 500,882	06 Jul 48	Renew 06 Jul 08

Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
FIELDCREST	F 10240 B	2,332,293	21 Mar 00	8 & 15 due 21 Mar 05/06 Renew 21 Mar 10
FIELDCREST FASHION FOR BED AND BATH & DESIGN	F 2375 B	643,323	26 Mar 57	Renew 26 Mar 07
FIELDCREST	F 2376 B	833,741	15 Aug 67	Renew 15 Aug 07
FIELDCREST	F 2374 B	436,239	27 Jan 48	Renew 27 Jan 08
FLEX-O-MATIC	F 1615 B	748,537	23 Apr 63	Renew 23 Apr 03
GOLD LABEL	F 1617 B	738,716	02 Oct 62	Renew 02 Oct 02
IMPERIAL COLLECTION	F 2385 B	754,269	06 Aug 63	Renew 06 Aug 03
IMPERIAL BROCADE	F 2384 B	746,709	12 Mar 63	Renew 12 Mar 03
IMPERIAL ROSE	F 2386 B	765,995	03 Mar 64	Renew 03 Mar 04
JUST FEEL THE DIFFERENCE	F 1623 B	2,270,595	17 Aug 99	8 & 15 due 17 Aug 05 Renew 17 Aug 09
LUSTRE	F 2396 B	2,259,455	06 Jul 99	8 & 15 due 06 Jul 04/5 Renew 06 Jul 09
MANY HAPPY RETURNS	F 6236 B	2,034,169	28 Jan 97	8 & 15 Due 28 Jan 03 Renew 28 Jan 07
MONTEREY	F 1631 B	762,072	24 Dec 63	Renew 24 Dec 03
MONTICELLO		802,325	18 Jan 66	
MONTICELLO (SCRIPT)	F 1633 B	411,659	30 Jan 45	Renew 30 Jan 05
MONTICELLO (STYLIZED)	F 1634 B	867,967	08 Apr 69	Renew 08 Apr 09
MOODS OF TOMORROW	F 1629 B	1,057,683	01 Feb 77	Renew 01 Feb 07
MOODS OF TODAY	F 1628 B	1,057,685	01 Feb 77	Renew 01 Feb 07
NIGHT MOODS	F 1635 B	1,057,684	01 Feb 77	Renew 01 Feb 07
QUALITERRY (STYLIZED)	F 1640 B	734,985	24 Jul 62	Renew 24 Jul 02
ROYAL CLASSIC	F 1643 B	1,204,590	10 Aug 82	Renew 10 Aug 02
ROYAL DIMENSION	F 2410 B	772,890	07 Jul 64	Renew 07 Jul 04
ROYAL FAMILY	F 1646 B	1,194,734	04 May 82	Renew 04 May 02
ROYAL FAMILY	F 1647 B	1,120,559	19 Jun 79	Renew 19 Jun 09
ROYAL FAMILY	F 1648 B	1,522,696	31 Jan 89	Renew 31 Jan 09
ROYAL TOUCH	F 1651 B	1,245,338	12 Jul 83	Renew 13 Jul 03
ROYAL TOUCH	F 1650 B	1,346,286	02 Jul 85	Renew 02 Jul 05
ROYAL TOUCH	F 8741 B	2,199,634	27 Oct 98	8 & 15 due 27 Oct 04 Renew 27 Oct 08
ROYAL VELVET		2,202,694	10 Nov 98	
ROYAL VELVET	F 10319 B	2,395,380	17 Oct 00	8 & 15 due 17 Oct 05/06 Renew 17 Oct 10

Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
ROYAL VELVET	24 F 2411 B	Reg 626,627	08 May 56	Renew 08 May 06
SAHARA	24, 27 F 7893 B	Reg 2,194,563	13 Oct 98	Renew 13 Oct 08
SANTA CRUZ	24 F 2938 B	Reg 1,582,620	13 Feb 90	Renew 13 Feb 10
SATINA	24 F 1653 B	Reg 744,548	29 Jan 63	Renew 29 Jan 03
SLEEPLIGHT	10 F 2419 B	Reg 769,090	05 May 64	Renew 05 May 04
SLEEPWELL (Stylized)	24 F 2420 B	Reg 1,176,281	03 Nov 81	Renewal pending
SOFA FIT	24 F 2421 B & F 8060 AB	Reg 1,350,710	23 Jul 85	Renew 23 Jul 05
SOSOFT 250	24 F 9100 B	Reg 2,269,810	10 Aug 99	8 & 15 due 10 Aug 05 Renew 10 Aug 09
ST. MARYS	24, 27 F 2414 B	Reg 995,056	08 Oct 74	Renew 08 Oct 04
ST. MARYS (Old Script)	24 F 2412 B	Reg 747,914	09 Apr 63	Renew 09 Aug 03
STERLING CHOICE	24, 27 F 1654 B	Reg 1,297,648	25 Sep 84	Renew 25 Sep 04
SUPER BIG	24 F 9407 B	Reg (Supp. Reg.) 2,545,292	05 Mar 02	8 & 15 due 05 Mar 07/08 Renew 05 Mar 12
SUPREME TOUCH	24 F 2216 B	Reg 1,586,835	13 Mar 90	Renew 13 Mar 10
SUPREME TOUCH	24 F 2216 B	Reg 1,542,593	06 Jun 89	Renew 06 Jun 09
SURE SOFT	24, 27 F 8719 B	Reg 2,272,823	24 Aug 99	8 & 15 due 24 Aug 05
TOUCH OF CLASS	24 F 2438 B	Reg 2,288,729	26 Oct 99	8 & 15 due 26 Oct 05 Renew 26 Oct 09
TOUCH OF CLASS	27 F 9608 B	Reg 2,315,677	08 Feb 00	8 & 15 due 08 Feb 06 Renew 08 Feb 10
ULTRA VELVET	24 F 6229 B	Reg 1,931,681	31 Oct 95	Renew 31 Oct 05
VELVET TOUCH	24 F 2429 B	Reg 996,164	22 Oct 74	Renew 22 Oct 04
VELTRA	24 F 2940 B	Reg 1,598,672	29 May 90	Renew 29 May 10
VELVET TOUCH	24 F 8742 B	Reg 2,197,713	20 Oct 98	8 & 15 due 20 Oct 04 Renew 20 Oct 08
WHISPER LIGHT	10 F 2431 B	Reg 752,422	09 Jul 63	Renew 09 Sep 03

FCC Canada, Inc.

Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
CALDWELL	24 F 5852 B	Reg 2 033 308	28 Jan 97	8 & 15 due 28 Jan 03 Renew 28 Jan 07

Fieldcrest Cannon, Inc.

Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
25	F-6975 B	1,994,149	13 Aug 96	8 & 15 due 13 Aug 02 Renew 13 Aug 06
FIELDCREST	Reg			

The Leshner Corporation

All Seasons	2,073,041	05/05/95	06/24/97	06/24/02-03	06/24/07	06/24/02
Family Pack	1,762,923	08/19/92	04/06/93	04/06/98-99	04/06/03	04/06/03
Gourmet Graphics	1,691,621	06/09/92	06/09/92	06/09/97-98	06/09/02	06/09/02
Housewarmers	1,762,922	08/19/92	04/06/93	04/06/98-99	04/06/03	04/06/03
The Leshner Corporation and Design	1,908,535	06/06/94	08/01/95	08/01/00-01	08/01/05	08/01/00
Symphony	2,191,180	12/15/95	09/22/98	09/22/03-04	09/22/08	09/22/03

Pillowtex Corporation

2 For All Seasons	1991678			08/06/96	08/06/01-02	08/06/06	08/06/02
A Touch of Velvet	1970303			04/23/96	04/23/01-02	04/23/06	04/23/01
Adjust-A-Fit	1769348			05/04/93	05/04/98-99	05/04/03	05/04/98
Allurance (20)	2,437,618	07/22/99		03/20/01	03/20/06-07	03/20/11	03/20/06
American Originals	2006810			10/08/96	10/08/01-02	10/08/06	10/08/02
Back Sleeper	1420085			12/09/86	Accepted	12/09/06	06/09/06
Be My Guest	1782129			07/12/93	07/13/98-99	07/13/03	07/13/03
Beautiful Dreamer	1179251			11/24/81	Accepted	11/24/01	05/24/01
Bedmate (Stylized)	1383425			02/18/86	Accepted	02/18/06	08/18/05
Big Deal	1874691			01/17/95	01/17/00-01	01/17/05	01/17/01
Big One, The (Class 20)	1824430			03/01/94	03/01/99-00	03/01/04	03/01/04

Part Number	Part Name	Quantity	Unit Price	Order Date	Ship Date	Order Date	Ship Date
1869647	Big One, The (Class 24)			12/27/94		12/27/99-00	12/27/04
2011194	Big Stuff			10/22/96		10/22/01-02	10/22/06
75013472	Blue Heaven (20)	10/27/95		06/03/97		06/03/02-03	06/03/07
75013642	Blue Heaven (24)	10/27/95		06/03/97		06/03/02-03	06/03/07
2,131,388	Body Balance (20) Pillows	12/17/96		01/20/98		01/20/03-04	01/20/08
2,200,242	Body Cloud (20)	09/13/96		10/27/98		10/27/03-04	10/27/03
2,072,637	Body Cuddler	10/02/95		06/17/97		06/18/02-03	06/18/02
1773626	Bodymate			05/25/93		05/25/98-99	05/25/03
2,138,520	Box Plus (24)	11/26/96		02/24/98		02/24/03-04	02/24/03
1421980	Brite White			12/23/86		Accepted	12/23/06
1820648	Cat's Meow - The Purr-fec			02/08/94		02/08/99-00	02/08/04
1881464	Classic Choice			02/28/95		02/28/00-01	02/28/05
1982849	Cloister Pima			06/25/96		06/25/01-02	06/25/02
1889307	Colorcase Wovens			04/11/95		04/11/00-01	04/11/05
1773318	Colorcase, The			05/25/93		05/25/98-99	05/25/03
1873292	Colossal			01/10/95		01/10/00-01	01/10/05
1768669	Comfaloft			05/04/93		05/04/98-99	12/04/03
1802981	Comfort Level			11/02/93		11/02/98-99	11/02/98
1834151	ComfortMate [Status? - Re			05/03/94		05/03/99-00	05/03/99
2,161,012	Comfort Quest (20)	12/17/96		05/26/98		05/26/03-04	05/26/03
2,244,525	Comfort Quest (20) Mattress Cushions	02/13/98		05/11/99		05/11/04-05	05/11/04
1250408	Cotton Mate			09/06/83		Accepted	09/06/03
693261	Covapad			02/16/60		Accepted	02/16/00
2,204,346	Crest of Down	10/21/96		11/17/98		11/17/03-04	11/17/03
2,219,516	Cuddle Comfort (20)	02/06/97		01/19/99		01/19/04-05	01/19/04
748839	Designer of "Dream" Products			04/30/63		Accepted	10/30/02
2,133,337	Down Secure	07/15/96		01/27/98		01/27/03-04	01/27/03
2,143,558	Down the Middle	10/16/96		03/10/98		03/10/03-04	03/10/03
1434765	Dream Spinner			03/31/87		Accepted	09/30/06
1406617	Dream Warmer			08/26/86		Accepted	02/26/06
2,103,757	Duo Pillow	10/18/94		10/07/97		10/07/02-03	10/07/02
2,378,039	Flat Free (20)			08/15/00		08/15/05-06	08/15/05
2,398,449	Fun Stuff (20)	07/28/98		10/24/00		10/24/05-06	10/24/05
1100211	Globe			08/22/78		Accepted	08/22/08

Great Shapes	1787512		08/10/93	08/10/98-99	08/10/03	08/10/03	08/10/03
Great White North, The	1789889		08/24/93	08/24/98-99	08/24/03	08/24/03	08/24/03
Guaranteed To Fit	1855421		09/20/94	09/20/99-00	09/20/04	09/20/04	09/20/04
Healthwatch	2,146,738	07/30/96	03/24/98	03/24/03-04	03/24/08	03/24/03	03/24/03
Healthy Ways (20)	2,244,683	04/06/98	05/11/99	05/11/04-05	05/11/09	05/11/04	05/11/04
Heavenly Dream	1745006		01/05/93	01/05/98-99	01/05/03	01/05/03	01/05/03
Holiday Originals	1992028		08/06/96	08/06/01-02	08/06/06	08/06/02	08/06/02
Home Forum	1470686		12/29/87	Accepted	12/29/07	06/29/07	06/29/07
Homeward Bound	1415918		11/04/86	Accepted	11/04/06	05/04/06	05/04/06
It's Downright Downlike	1241201		06/07/83	Accepted	06/07/03	12/07/02	12/07/02
Just for Me	1973312		05/07/96	05/07/01-02	05/07/06	05/07/01	05/07/01
Lite N' Lofty	1415919		11/04/86	Accepted	11/04/06	05/04/06	05/04/06
Monster Pillow	1879226		02/14/95	02/14/00-01	02/14/05	02/14/01	02/14/01
Nantucket	2003867		10/01/96	10/01/01-02	10/01/06	10/01/02	10/01/02
Natural Choice	1452155		08/11/87	Accepted	08/11/07	02/11/07	02/11/07
Natural Collection, The	1882722		03/07/95	03/07/00-01	03/07/05	03/07/05	03/07/05
Natural Elegance	1797047		10/05/93	10/05/98-99	10/05/03	10/05/03	10/05/03
Natural Expressions	2,191,585		09/22/98	09/22/03-04	09/22/98	09/22/03	09/22/03
Natural Nights	1805316		11/16/93	11/16/98-99	11/16/03	11/03/03	11/03/03
Nestle Down	1984662		07/02/96	07/02/01-02	07/02/06	07/02/02	07/02/02
Nettle Creek (20)	1219160		12/07/82	Accepted	12/07/02	06/07/02	06/07/02
Nettle Creek (24)	1239500		05/24/83	Accepted	05/24/03	11/03/02	11/03/02
Night Warmer	1403892		08/05/86	Accepted	08/05/06	02/05/06	02/05/06
Nova	1898128		06/06/95	06/06/00-01	06/06/05	06/06/05	06/06/05
Outer Down	2,137,933	08/16/96	02/17/98	02/17/03-04		02/17/03	02/17/03
Packable Pillow	1882970		03/07/95	03/07/00-01	03/07/05	03/07/05	03/07/05
Pad About	1101534		09/05/78	Accepted	09/05/08	09/05/08	09/05/08
Park Row	1082617		01/17/78	Accepted	01/17/08	07/01/08	07/01/08
Perfect Pretender, The	1231962		03/22/83	Accepted	03/22/03	09/22/02	09/22/02
Perma Loft	1472319		01/12/88	Accepted	01/12/08	07/12/07	07/12/07
Pillows Buy The Pair	2053074	03/16/94	04/15/97	04/15/02-03	04/15/07	04/15/03	04/15/03
Pillowtex Corporation (Class 24)	1448579		07/21/87	Accepted	07/21/07	01/21/07	01/21/07
Pillowtex Corporation (Pillows Only)	1460079		10/06/87	Accepted	10/06/07	04/06/07	04/06/07
Pillowtex Corporation, All the Comforts of Home	1773658		05/25/93	05/25/98-99	05/25/03	05/25/99	05/25/99

Pleasant Dreams (20)	1998830	06/15/92	09/03/96	09/03/01-02	09/03/06	09/03/02
Pleasant Dreams (24)	2063561	06/15/92	05/20/97	05/20/02-03	05/20/07	05/20/02
Polyride	958227		05/01/73	Accepted	05/01/03	11/01/02
Puff Ball	2048265	06/19/96	03/25/97	03/25/02-03	03/25/07	03/25/03
Purposeful Pillows	2,473,708	08/14/00	07/31/01	07/31/06-07	07/31/11	07/31/06
Regency By Globe	1565984		11/14/89	Accepted	11/14/09	05/14/09
Side Sleeper	1414266		10/21/86	Accepted	10/21/06	04/21/06
Sleepscents	1990358		07/30/96	07/30/01-02	07/30/06	07/30/02
Slumber Shapes	1533134		04/04/89	Accepted	04/04/09	10/04/08
Snugmate	1272766		04/03/84	Accepted	04/03/04	10/04/03
Soft N' Lofty	1405847		08/19/86	Accepted	08/19/06	02/19/06
Sofie	2,106,776	08/08/96	10/21/97	10/21/02-03	10/21/07	10/21/02
Sumerson	812265		08/02/66	Accepted	08/02/06	02/02/06
Tender Years (20)	2,104,327	10/18/96	10/07/97	10/07/02-03	10/07/07	10/07/02
Tender Years (24)	2,194,147	10/18/96	10/06/98	10/06/03-04		10/06/03
Tender Years (24)	2,072,004	10/21/96	06/17/97	06/18/02-03	01/17/07	06/18/02
Upper Down (20)	2,220,907	09/03/96	01/26/99	01/26/04-05	01/26/09	01/26/04
Velours Royale (Class 20)	1407724		09/02/86	Accepted	09/02/06	03/02/06
Velours Royale (Class 24)	1405888		08/19/86	Accepted	08/19/06	02/19/06
Water Mate	1765165		04/13/93	04/13/98-99	04/13/03	04/13/03
We're The Pillow Professionals	1770097		05/11/93	05/11/98-99	05/11/99	05/11/99

FOREIGN

Fieldcrest Cannon Licensing, Inc.

Country	Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
Canada	COMBSPUN (Script)	F 1812 B	Reg 129,153	21 Dec 62	Renew 21 Dec 07
Canada	CANNON	F 1730 B	Reg 339,783	29 Apr 88	Renew 29 Apr 03
Canada	COMFORTCALE	F 1813 B	Reg 305,739	09 Aug 85	Renew 09 Aug 15
Canada	DREAMTONES	F 1814 B	Reg 251,803	24 Oct 80	Renew 24 Oct 10
Canada	ROYAL CLASSIC	F 1817 B	Reg 311,557	21 Feb 86	Renew 21 Feb 16
Canada	COMFORTCALE	F 1880 B	Reg 341,000	27 May 88	Renew 27 May 03
Canada	EUROPA CLASSICS	F 1815 B	Reg 311,556	21 Feb 86	Renew 21 Feb 16
Canada	CANNON & DEVICE	F 1765 B	Reg 340,085	13 May 88	Renew 13 May 03
Canada	ROYAL ELEGANCE	F 1818 B	Reg 308,250	15 Nov 85	Renew 15 Nov 15
Canada	ROYAL VELVET	F 5238 B (F 4182 B)	Reg 253,765	12 Dec 80	Renew 12 Dec 10
Canada	NOBILITY	F 5240 B	Reg 263,275	16 Oct 81	Renew 16 Oct 11
Canada	CANNON ROYAL FAMILY	F 1805 B	Reg 341,436	10 Jun 88	Renew 10 Jun 03
Canada	COTTON FRESH	F 1806 B	Reg 343,143	29 Jul 88	Renew 29 Jul 03
Canada	CANNON DEVICE	F 1802 B	Reg 340,685	20 May 88	Renew 20 May 03
Canada	CANNON	F 1800 B	Reg 340,999	27 May 88	Renew 27 May 03
Canada	CANNON DEVICE	F 1801 B	Reg 343,138	29 Jul 88	Renew 29 Jul 03
Canada	LA FRAICHEUR DU COTON	F 1807 B	Reg 343,202	29 Jul 88	Renew 29 Jul 03
Canada	MONTICELLO	F 1808 B	Reg 343,488	05 Aug 88	Renew 05 Aug 03
Canada	ROYAL FAMILY	F 1514 B	Reg 233,026	11 May 79	Renew 11 May 09
Canada	MONTICELLO	F 1716 B	Reg 341,285	03 Jun 87	Renew 03 Jun 03
Canada	ROYAL TOUCH	F 1819 B	Reg 308,249	15 Nov 85	Renew 15 Nov 15
Canada	CANNON & DEVICE	F 1811 B	Reg 175/38829	04 Nov 50	Renew 04 Nov 05
Canada	ROYAL FAMILY	F 1809 B	Reg 341,885	23 Jun 88	Renew 23 Jun 03
Canada	CANNON & DEVICE	F 1803 B	Reg 343,139	29 Jul 88	Renew 29 Jul 03
Canada	STERLING CHOICE	F 1728 B	Reg 340,936	27 May 88	Renew 27 May 03
Canada	FIELDCREST	F 5235 B	Reg UCA 28090	10 Jul 47	Renew 10 Jul 07
Canada	SANTA CRUZ	F 2766 B	Reg 372,810	31 Aug 90	Renew 31 Aug 05
Canada	ST. MARYS Logo	F 1952	Reg 203,502	29 Nov 74	Renew 29 Nov 04
Canada	CANNON MONTICELLO	F 1804 B	Reg 342,591	08 Jul 88	Renew 08 Jul 03

Country	Mark (Class)	Reference	Registration #	Filed Or Issued	Action Due/Status
Canada	BIO-TECT	24 F 8697 B	Reg 485,552	17 Nov 97	Renew 12 Nov 12
Canada	VELVET TOUCH	N/C F 8787 B	Reg TMA 508,755	03 Mar 99	Renew 03 Mar 14
Canada	SOFTIQUE COTTON	N/C F 8996 B	Reg 852,548	05 May 99	Renew 05 May 14
Canada	INDULGENCE	F 10692 B	Reg 545,437	22 May 01	Renewal 22 May 2016
Canada	CANNON BIG & LOFTY	F 9717 B	Reg TMA 531,757	24 Aug 00	Renew 24 Aug 15
Panama	COTTON FRESH	24 F 5924 B	Reg 68,395	21 June 95	Renew 21 Jun 05
Panama	ST. MARYS Logo	24, 27 F 20234 B	Reg 21,255/44,454	15 Feb 77	Renew 15 Feb 07
Panama	FIELDCREST	24, 27 SL 100087	Reg 13,268	08 Apr 71	Renew 08 Apr 11
Panama	CANNON & DEVICE	24 F 1994 B	Reg 7878	18 May 63	Renewed 8 Apr 11
Panama	ROYAL FAMILY	24 F 1997 B	Reg 24,717	28 Mar 80	Renew 28 Mar 10

Fieldcrest Cannon, Inc.

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Abu Dhabi	COTTON FRESH	24 F 6355 B	Reg 15,247	22 Apr 96	Renew 22 Apr 06
Argentina	CANNON & DEVICE	24 F 1770 B	Reg 1,360,622	21 Sep 89	Renew 13 Oct 09
Argentina	ROYAL FAMILY	24 F 1604 B	Reg 1,230,983	14 Apr 87	Renewal 14 Apr 07
Argentina	MONTICELLO	24 F 1771 B	Reg 1,020,268	03 Apr 81	Renew 31 May 03
Argentina	ST. MARYS	24 F 5324 AB	Reg 1,774,127	09 Feb 2000	Renew 09 Feb 10
Argentina	ROYAL VELVET	24 F 7411 B	Reg 1 624 226	27 Dec 96	Renew 27 Dec 06
Argentina	FIELDCREST	24, 27 F 11761	Reg 1 653 692	22 Dec 97	Renew 22 Dec
Australia	ST. MARYS Logo	24 F 19550	Reg B 276,552	04 Mar 74	Renew 04 Mar 09
Australia	FIELDCREST	24 SL 101413	Reg A 186,786	23 Mar 64	Renew 23 Mar 09
Australia	CANNON DEVICE	24 F 1551 B	Reg A 420,104	21 Dec 84	Renew 21 Dec 05
Australia	CANNON & DEVICE	25 F 1544 B	Reg A 420,110	21 Dec 84	Renew 21 Dec 05
Australia	CANNON & DEVICE	24 F 1546 B	Reg A 169,373	25 Sep 61	Renew 25 Dec 06
Australia	CANNON & DEVICE	27 F 1545 B	Reg A 420,111	21 Dec 84	Renew 21 Dec 05
Australia	ROYAL VELVET	24 F 9239 AB	Reg A 419,924	18 Dec 84	Renew 18 Dec 05
Australia	MONTICELLO	24 F 1507 B	Reg B 496,836	16 Oct 88	Renew 06 Oct 09
Austria	CANNON & DEVICE	24, 25, 27 F 1775 B	Reg 75,701	06 Nov 73	Renew 30 Nov 03
Austria	ST. MARYS	24, 27 F 20218	Reg 83,347	04 Aug 76	Renew 31 Aug 06
Austria	FIELDCREST	3, 15, 41 F 11762	Reg 52,393	31 May 84	Renew 31 May 04
Austria	ROYAL VELVET	24 F 4929 AB	Reg 92,993	08 Feb 90	Renew 28 Feb 10

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Bahamas	CANNON & DEVICE	F 1776 B	Reg 3,619	11 Oct 61	Renew 11 Oct 03
Bahamas	ST. MARYS	F 5841 AB	Reg 10,043	04 Nov 80	Renew 04 Nov 08
Bahamas	FIELDCREST	F 5840 AB	Reg 10,042	04 Nov 80	Renew 04 Nov 08
Bahrain	CANNON & DEVICE	F 1778 B	Reg BUK 3804	02 May 92	Renewal pending
Bangladesh	CANNON & DEVICE	F 1779 B	Reg 13,611	13 Jun 78	Renew 13 Jun 15
Belgium	FIELDCREST	F 11763	Reg 100,141	01 Oct 63	See Benelux SL 102972
Belize	CANNON & DEVICE	F 1781 B	Reg 3,065	11 May 67 (UK)	Renewal pending
Benelux	ROYAL FAMILY	F 1671 B	Reg 347,880	18 Oct 77	Renew 18 Oct 07
Benelux	ROYAL VELVET	F 4930 AB (F 7412 B)	Reg 357,903	08 Jan 79	Renew 08 Jan 09
Benelux	CANNON DEVICE	F 1785 B	Reg 076,652	30 Nov 71	Renew 30 Nov 2011
Benelux	CANNON	F 1784 B	Reg 076,651	30 Nov 71	Renewal pending
Benelux	ST. MARYS Logo	F 19558	Reg 324,785	26 Feb 74	Renew 26 Feb 04
Benelux	FIELDCREST	SL 102972	Reg 23,861	16 Apr 71	Renew 16 Apr 10
Bermuda	FIELDCREST	F 5837 AB	Reg 9,197	12 Apr 82	Renewal Pending
Bermuda	CANNON & DEVICE	F 1786 B	Reg 7,254	13 Mar 73	Renewal Pending
Bolivia	FIELDCREST	F 11764	Reg 47396-A	24 Jul 64	Renew 24 Jul 04
Bolivia	CANNON & DEVICE	F 1787 B	Reg 52895-C	17 Mar 92	Renewal Pending
Bolivia	ROYAL VELVET	F 7413 B	Reg 68486-C	24 Aug 95	Renewal 29 Oct 08
Bolivia	FIELDCREST CANNON	F 8620 B	Reg 71841-C 71842-C	22 Mar 99	Renew 22 Mar 09
Bolivia	CANNON	F 8621 B	SN 0001046 SN 0001045	28 Jan 97	Renew 22 Mar 09
Bolivia	ROYAL FAMILY	F 8622 B	Reg 10556-C Reg 10557-C	04 Feb 99 04 Feb 99	Renew 4 Feb 09 Renew 4 Feb 09
Bolivia	ROYAL VELVET	F 8623 B	Reg 70437-C Reg 70558-C	04 Feb 99 04 Feb 99	Renew 4 Feb 09 Renew 4 Feb 09
Bolivia	TOUCH OF CLASS	F 8624 B	Reg 70436-C Reg 70553-C	04 Feb 99 04 Feb 99	Renew 4 Feb 09 Renew 4 Feb 09
Bolivia	NEW DIMENSIONS	F 8625 B	Reg 71680-C Reg 71681-C	17 Mar 99 17 Mar 99	Renew 17 Mar 09 Renew 17 Mar 09
Bolivia	CHARISMA	F 8626 B	Reg 70554-C	04 Feb 99	Renew 04 Feb 09
Brazil	FIELDCREST	F 11765	Reg 004507223	12 Jun 82	Renew 13 Jun 02 (pending)
Brazil	CANNON & DEVICE	F 1790 B	Reg 1272/06287972	25 Apr 76	Renew 25 Apr 05-6

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Brazil	CANNON	F 1791 B	Reg 1232/06287964	24 Apr 76	Renew 24 Apr 05-6
Brazil	CANNON & DEVICE	F 1792 B	Reg 811322106	02 Jul 85	Renew 02 Jul 04/5
Brazil	CANNON	F 1793 B	Reg 811359395	15 Jan 85	Renew 15 Jan 04
Brazil	ST. MARYS	F 20219	Reg 6586520	10 Aug 77	Renew 10 Aug 06-07
Brunei	ST. MARYS CASS COLLECTION	F 8217 B	Reg 23,248	09 Sep 98	Renew 28 Dec 03
Canada	CANNON (WORD)	F 10241 B	Reg TMA 54,330	3 Apr 01	Renew 3 Apr 2016
Canada	CANNON & DEVICE	F 10242 B	Reg 543,355	3 Apr 01	Renew 3 Apr 2016
Canada	FIELDCREST (STYLIZED)	F 10243 B	Reg 543,229	3 Apr 01	Renew 3 Apr 2016
Chile	ROYAL FAMILY	F 1831 B	Reg 575,801	01 Sep 00	Renew 01 Sep 2010
Chile	ROYAL FAMILY BY CANNON	F 1828 B	Reg 401,775	02 Sep 82	Renew 02 Sep 2002
Chile	MONTICELLO	F 1827 B	Reg 575 802	01 Sep 00	Renew 01 Sep 2010
Chile	CANNON MONTICELLO	F 1824 B	Reg 401,776	02 Sep 82	Renew 02 Sep 2002
Chile	CANNON DEVICE	F 1821 B	Reg 575,800	17 Jul 90	Renew 01 Sep 2010
Chile	ST. MARYS (words)	F 4986 AB	Reg 352,412	01 Mar 90	Renew 15 May 10
Chile	FIELDCREST	F 11766	Reg 471,457	23 Jul 86	Renew 11 Nov 06 (& Oppsn)
Chile	FIELDCREST	F 7837 B	Reg 476,821	15 Jan 97	Renew 15 Jan 07
Chile	FIELDCREST CANNON	F 8627 B	Reg 494,071	03 Oct 97	Renew 03 Oct 07
Chile	CHARISMA	F 8628 B	Reg 494,981	17 Oct 97	Renew 17 Oct 07
China PRC	CANNON (Chinese)	F 1838 B	Reg 145,923	15 Aug 81	Renew 14 April 11
China PRC	CANNON & DEVICE	F 1839 B	Reg 145,925	15 Aug 81	Renew 14 April 11
China PRC	CANNON (Chinese)	F 1840 B	Reg 145,924	15 Aug 81	Renew 14 April 11
China PRC	CANNON & DEVICE	F 1841 B	Reg 145,926	15 Aug 81	Renew 14 April 11
China PRC	ROYAL VELVET	F 7416 B	Reg 1022623	07 Jun 97	Renew 06 Jun 07
China PRC	ST. MARYS LOGO	F 7173 B	Reg 740 324	15 Jan 96	Renew 15 Jan 06
China PRC	CANNON DEVICE	F 7855 B	Reg 1644952	7 Oct 01	Renew 06 Oct 11
China PRC	FIELDCREST	F 7856 B	Reg 1132293	7 Dec 97	Renew 06 Dec 07
China PRC	FIELDCREST CANNON	F 7857 B	Reg 1132292	7 Dec 97	Renew 06 Dec 07
China PRC	ST. MARYS (LOGO)	F 7860 B	Reg 741575	28 July 00	Renewal 28 July 10
China PRC	ST. MARYS CASS COLLECTION	F 8219 B	Reg 1142807	14 Jan 98	Renew 13 Jan 08
Colombia	FIELDCREST	F 11826	Reg 57,684	09 Nov 64	Renew 08 Nov 09
Colombia	ROYAL VELVET	F 7417 B	Reg 196,458	11 Nov 96	Renew 13 Nov 06
Costa Rica	FIELDCREST	SL 100088	Reg 1,775	28 Oct 66	Renewal pending
Costa Rica	CANNON & DEVICE	F 1851 B	Reg 25,753	05 Apr 62	Renewal pending

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Cuba	CANNON DEVICE 21, 24, 27	F 1852 B	Reg 111,867	08 May 84	Renew 28 Jun 06
Curacao N.A.	ST. MARYS 24	F 20222	Reg 9,936	05 May 76	Renew 05 May 06
Curacao N.A.	FIELDCREST 24, 27	SL 100086	Reg 6, 133	06 Aug 66	Renew 06 Aug 16
Cyprus	CANNON & DEVICE 24	F 1853 B	Reg 18,538	01 Feb 78	Renew 01 Feb 13
Cyprus	FIELDCREST 24, 27	F 4556 AB	Reg 19158/19160	05 Oct 78	Renew 05 Oct 13
Cyprus	ST. MARYS 24, 27	F 4565 AB	Reg 19159/19161	05 Oct 78	Renew 05 Oct 13
Czech Republic	FIELDCREST 24, 27	F 11768	Reg 155,628	24 Oct 73	Renew 24 Oct 03
Czech Republic	ST. MARYS Logo 24, 27	F 20224	Reg 163,041	28 Apr 76	Renew 28 Apr 06
Czech Republic	ROYAL VELVET 24	F 7419 B	Reg 196,462	23 Aug 96	Renew 23 Aug 05
Denmark	ROYAL FAMILY 24	F 1691 B	Reg 658-1983	25 Feb 83	Renew 25 Feb 03
Denmark	ROYAL CLASSIC 27	F 1690 B	Reg 849-1986	11 Apr 86	Renew 11 Apr 06
Denmark	ROYAL VELVET 27	F 4931 AB	Reg 313, 980	22 Aug 80	Renewal Pending
Denmark	CANNON & DEVICE 24	F 1539 B	Reg 05 972-1990	14 Sep 90	Renew 14 Sep 10
Denmark	CANNON & DEVICE 25, 27	F 1688 B	Reg 01.829-1982	21 May 82	Renewal pending
Denmark	ROYAL CLASSIC 24	F 1689 B	Reg 4073-1985	29 Nov 85	Renew 29 Nov 05
Denmark	ST. MARYS Logo 24	F 19553	Reg 1015/1975	07 Mar 75	Renew 07 Mar 05
Denmark	FIELDCREST 24	F 11769	Reg 378/65	22 Jun 84	Renew 06 Feb 04
Dom. Rep.	CANNON & DEVICE 24	F 1855B	Reg 19,764	14 Jun 71	Renew 14 Jun 11
Dom. Rep.	FIELDCREST 24	SL 100085	Reg 15,107	22 Aug 86	Renew 08 Sep 06
Ecuador	ST. MARYS 24	F 5846 AB	Reg (616) 16/96	06 Mar 81	Renew 06 Mar 06
Ecuador	FIELDCREST 24	F 11770	Reg (229) 757-80	12 Jul 90	Renew 16 Jan 05
Ecuador	CANNON & DEVICE 24, 25	F 1856 B	Reg 2886-94	01 Feb 90	Renew 28 May 04
Ecuador	ROYAL VELVET 24	F 7420 B	Reg 60680	01 Sep 95	Renew 29 Sep 09 Oppsn
EEC	CHARISMA 20, 24, 27	F 10759 B	Reg 1,334,937	17 Nov 00	Renew 29 Sep 09
EEC	FIELDCREST 20, 24, 27	F 10757 B	Reg 1,334,986	16 Jan 01	Renew 29 Sep 09
EEC	ROYAL VELVET 20, 24, 27	F 10758 B	Reg 133498	16 Jan 01	Renew 29 Sep 09
EEC	CANNON & DEVICE 20, 24, 27	F 10756 B	Reg 1 335 108	21 May 01	Renew 29 Sep 09
Egypt	CANNON & DEVICE 24	F 1673 B	Reg 52,784	08 Dec 77	Renew 2 Mar 12
Egypt	FIELDCREST 24, 27	F 5297 AB	Reg 56510/56509	28 Aug 81/ 20 Nov 80	Renew 28 Oct 09
Egypt	ST. MARYS 24, 27	F 5298 AB	Reg 56511/56512	28 Aug 81/ 20 Nov 80	Renew 28 Oct 09
El Salvador	FIELDCREST 24, 27	SL 100090	Reg 246/BK124	15 Dec 00	Renew 15 Dec 10
El Salvador	CANNON & DEVICE 24	F 1859 B	Reg 8627	20 Mar 62	Renewal pending
El Salvador	ST. MARYS 66a	F 20227	Reg 152 Book III	28 Jul 2000	Renewal 25 Jul 10

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
El Salvador	CANNON & DEVICE 38	F 1858 B	229/95	10 Nov 82	Renew 10 Nov 02
Ethiopia	CANNON & DEVICE 20, 24, 27	F 1860 B	02365	04 Jan 95	Renew 04 Jan 05 24 Oct 03-Mainten.
Finland	CANNON & DEVICE 24, 27	F 1861 B	79,577	07 Dec 81	Renew 07 Dec 11
Finland	ST. MARYS Logo 24	F 19554	69,310	07 May 79	Renew 07 May 09
Finland	FIELDCREST 24, 25, 27	F 11771	43,914	07 Jun 84	Renew 20 Jan 05
Finland	ROYAL VELVET 24	F 7423 B	202,512	31 Oct 96	Renew 31 Oct 06
France	BIG PAK BY BIGELOW 20	F 7680 B	96,634,489	16 Jul 96	Renew 16 Jul 06
France	FIELDCREST 24	F 11772	1,443,631	06 Jan 88	Renew 06 Jan 08
France	CANNON & DEVICE 24, 25	F 1864 B	1,317,141	17 Jul 85	Renew 17 Jul 05
France	CANNON 24, 25	F 1862 B	1,317,140	17 Jul 85	Renew 17 Jul 05
France	CANNON DEVICE 24, 25	F 1863 B	1,652,147	25 Mar 91	Renew 25 Mar 11
France	ROYAL FAMILY 21, 23, 24, 25, 27	F 1509 B	1,454,090	06 Apr 88	Renew 11 Mar 08
France	ST. MARYS Logo 24	F 19555	1,259,819	07 Feb 84	Renew 07 Feb 04
France	ROYAL VELVET 24	F 4932 AB	1,484,475	22 Aug 88	Renew 22 Aug 08
Germany (E)	FIELDCREST 24, 27	F 4873 AB	642,741	20 Dec 78	Renew 20 Dec 98
Germany	ST. MARYS Logo 24	F 19556	943,687	27 Feb 74	Renew 27 Feb 04
Germany	FIELDCREST 24, 27	F 11773	792,378	05 Nov 83	Renew 05 Nov 03
Germany	FIELDCREST ROYAL VELVET 24	F 4944 AB	1,028,340	08 Nov 79	Renew 30 Nov 09
Germany	CANNON & DEVICE 24, 25, 27	F 1905 B	965,323	18 Jul 75	Renew 18 Jul 05
Germany	MONTICELLO 24, 27	F 1907 B	1,033,738	26 May 82	Renew 30 Jun 01
Gibraltar	ST. MARYS 24, 27	F 4566 AB	4,894	24 Aug 79	Renew 27 Feb 05
Gibraltar	FIELDCREST 24, 27	F 4557 AB	4,896	31 Aug 79	Renew 08 Oct 08
Greece	CANNON & DEVICE 24, 25, 27	F 1872 B	50,941	31 Jul 73	Renew 31 Jul 03
Greece	ROYAL VELVET 24, 25	F 4934 AB	62,693	12 Jan 79	Renew 12 Jan 09
Greece	MONTICELLO 24	F 1873 B	80,468	06 Aug 85	Renew 06 Aug 05
Greece	FIELDCREST 24, 27	F 11775	30,645	08 Oct 63	Renew 08 Oct 03
Greece	ST. MARYS 24	F 20228	56,716	18 Jul 77	Renew 20 May 06
Grenada, WI	CANNON & DEVICE 24	F 1875 B	3771977	11 May 81	Renew 11 May 05
Guatemala	CANNON & DEVICE 24	F 1876 B	13,623	26 Jul 62	Renew 26 Jul 02
Guatemala	FIELDCREST 24	SL 100092	17,627	16 Nov 66	Renew 15 Nov 06
Guernsey, C.I.	ST. MARYS 24, 27	F 4567 AB	B 1,025,745	27 Feb 74	See F 19557 UK
Guernsey, C.I.	FIELDCREST 24, 27	F 4558 AB	855,031	08 Oct 63 (UK)	See F 11774 based on UK
Guyana, Br.	FIELDCREST 24	SL 100421	6870A	07 Sep 67	Renew 07 Sep 02

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Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Haiti	ST. MARYS	F 5844 AB	267/91	26 Sep 91	Non-Use
Haiti	FIELDCREST	F 5843 AB	266/91	26 Sep 91	Non-Use
Honduras	FIELDCREST	SL 100091	47,752	01 Jun 87	Renew 01 Jun 07
Honduras	FIELDCREST	SL 100091	13,784	17 Jan 67	Renew 17 Jan 07
Honduras	FIELDCREST	SL 100091	47,751	01 Jun 87	Renew 01 Jun 07
Honduras	FIELDCREST	SL 100091	47,753	01 Jun 87	Renew 01 Jun 07
Honduras	CANNON & DEVICE	F 1524 B	20,227	31 May 73	Renew 31 May 03
Honduras	CANNON & DEVICE	F 1525 B	44,259	22 Jan 85	Renew 22 Jan 05
Hong Kong	FIELDCREST	SL 101428	1059/1964	31 Mar 64	Renew 31 Mar 13
Hong Kong	ST. MARYS	F 20229	B951	15 Sep 78	Renew 15 Sep 13
Hong Kong	CANNON & DEVICE	F 1882 B	229/1962	28 Oct 61	Renew 28 Oct 10
Hong Kong	FIELDCREST ROYAL VELVET	F 7426 B	1201/1999	30 Aug 95	Renew 30 Aug 02
Hong Kong	ST. MARYS CASS COLLECTION	F 8105 B	1812/1998	10 Jun 96	Renew 10 Jun 03
Hungary	FIELDCREST	F 20159	118,594	26 Apr 76	Renew 26 Apr 06
Hungary	ST. MARYS Logo	F 20161	118,609	26 Apr 76	Renew 27 Apr 06
Hungary	ROYAL VELVET	F 7427 B	147,434	11 Dec 97	Renew 25 Aug 05
India	CANNON & DEVICE	F 1711 B	335,137	31 Mar 78	Renew 31 Mar 06 Opposition Pending
India	FIELDCREST	SL 101178	256,957	23 May 90	Pending
Indonesia	CANNON	F 2082 B	255,043	01 Nov 89	Application (Opp.) Renew 01 Nov 09
Indonesia	CANNON DEVICE	F 2082 B	252,681	22 Aug 89	(Oppsn) Renew 22 Aug 99
Indonesia	FIELDCREST	F 20162	391,350	29 Apr 87	(Oppsn) Renew 29 Apr 07
Indonesia	ST. MARYS Logo	F 20164	391,351	29 Apr 87	Renew 29 Apr 07
Indonesia	MONTICELLO	F 2077 B	178,362	21 Dec 83	Renew 21 Dec 03
Indonesia	ST. MARYS CASS COLLECTION	F 8215 B	403,115	20 Dec 96	Renew 20 Dec 06
Ireland	CANNON & DEVICE	F 1608 B	104,332	14 May 81	Renew 13 May 12
Ireland	FIELDCREST	F 11777	66,614	23 Sep 63	Renew 23 Sep 05
Ireland	FIELDCREST	F 11777	98,164	15 Aug 79	15 August 10
Ireland	CANNON & DEVICE	F 1607 B	100,704	08 Feb 78	Renew 07 Feb 09
Ireland	ST. MARYS	F 20231	97,775	15 Aug 79	Renew 15 Aug 10
Ireland	ST. MARYS	F 20231	88731	15 Apr 76	Renew 28 Apr 07
Ireland	ROYAL VELVET	F 4935 AB	B107,884	12 Feb 79	Renew 12 Feb 10
Ireland	FIELDCREST TOUCH OF CLASS	F 4902 AB	103,094	09 Feb. 79	Renew 09 Feb 10

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Ireland	NOBILITY	F 4918 AB	Reg 107,885	12 Feb 79	Renew 12 Feb 10
Ireland	CROWN WHEAT & ARTILLERY DEVICE	F 8164 B	Reg 202119	09 Jul 96	Renew 08 Jul 06
Ireland	FIELDCREST CANNON	F 8166 B	Reg 202092	09 Jul 96	Renew 08 Jul 06
Israel	CANNON & DEVICE	F 1529 B	Reg 37,859	11 Jul 73	Renew 11 Jul 08
Israel	CANNON & DEVICE	F 1530 B	Reg 37,860	11 Jul 73	Renew 11 Jul 08
Israel	FIELDCREST	SL 101179	Reg 131718	26 Oct 99	Renewal 5 Oct 06
Israel	FIELDCREST	SL 101179	Reg 131719	26 Oct 99	Renewal 5 Oct 06
Israel	ROYAL VELVET	F 7429 B	Reg 100324	24 Aug 95	Taxes due 23 Aug 02
Italy	FIELDCREST	F 11778	Reg 456,728	30 Sep 63	Renew 30 Sep 03
Italy	ST. MARYS Logo	F 19559	Reg 304,043	28 Jun 77	Renew 27 Mar 04
Italy	ROYAL FAMILY	F 1687 B	Reg 351,886	06 May 85	Renew 16 Dec 07
Italy	CANNON & DEVICE	F 1896 B	Reg 440,140	04 Aug 86	Renewal pending
Italy	CANNON & DEVICE	F 1897 B	Reg 173,445	31 Oct 61	Renewal pending
Italy	ROYAL VELVET	F 4936 AB	Reg 374,854	23 May 79	Renew 23 May 09
Italy	TOUCH OF CLASS	F 4903 AB	Reg 373,216	07 Mar 79	Renew due 09 Sep 09
Italy	CANNON & DEVICE	F 1899 B	Reg 14,793	01 Jun 71	Renew 01 Jun 06
Jamaica	ST MARYS	F5854 AB	Reg B 20,472	09 Sep 88	Renew 09 Sep 02
Jamaica	FIELDCREST	SL 100084	Reg 11,490	10 Aug 66	Renew 10 Aug 15
Jamaica	FIELDCREST	SL 100084	Reg 11,755	10 Aug 66	Renew 10 Aug 15
Japan	CANNON	F 1537 B	Reg 507,889	17 Nov 87	Renew 21 Mar 07
Japan	ST. MARYS	F 19560	Reg 2,643,892	28 Apr 94	Renew 28 Oct 03
Japan	CANNON DEVICE	F 1918 B	Reg 1,699,461	25 Jul 84	Renew 25 Jul 04
Japan	CANNON	F 1911 B	Reg 1,774,217	30 May 85	Renew 30 Mar 05
Japan	ROYAL VELVET	F 4937 AB	Reg 2,136,238	30 May 89	(+ Uchino Opposition) Renew 28 Feb. 09
Japan	CANNON BRAND	F 1912 B	Reg 27,824	22 Dec 86	Renew 22 Nov 06
Japan	CANNON DEVICE	F 1919 B	Reg 24,864	14 Nov 85	Renew 06 Jun 05
Japan	MONTECELLO	F 1923 B	Reg 1,177,551	06 Jan 76	Renew 06 Jul 05
Japan	CANNON & DEVICE	F 1921 B	Reg 468,834	06 Aug 75	Renewal pending
Japan	ROYAL FAMILY & DEVICE (Katakana)	F 1924 B	Reg 1,653,844	26 Jan 84	Renew 26 Jan 04
Japan	CANNON & DEVICE	F 1920 B	Reg 1,699,460	25 Jul 84	Renew 25 Jul 04
Japan	ST. MARYS Logo	F 20915	Reg 1,950,204	30 Apr 87	Renew 20 Apr 04
Japan	LOVING TOUCH (Katakana)	F 5874 AB	Reg 1,805,681	27 Sep 85	Renew 27 Sep 05

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Japan	ST. MARYS Logo	F 20048	Reg 1,678,297	20 Apr 84	Renew 20 Oct 04
Japan	FIELDCREST	F 11779	Reg 674,247	16 Apr 86	Renew 23 Oct 04
Japan	CANNON ROYAL FAMILY	F 7292 B	Reg 3 364 166	05 Dec 97	Renew 05 Dec 07
Jersey, C.I.	FIELDCREST	F 4560 AB	Reg 4,500	03 Oct 79	Renewal 10 Oct 08
Jersey, C.I.	ST. MARYS	F 4569 AB	Reg B 4501	03 Oct 79	See F 19557 UK
Jordan	MONTICELLO	F 1933 B	Reg 17,921	22 Jan 80	Renew 22 Jan 11
Jordan	MONTICELLO	F 1934 B	Reg 17,816	22 Jan 80	Renew 22 Jan 11
Jordan	ROYAL FAMILY	F 1935 B	Reg 18,347	21 May 80	Renew 21 May 11
Jordan	CANNON & DEVICE	F 1936 B	Reg 16,469	08 Jul 78	Renew 08 Jul 13
Jordan	CANNON & DEVICE	F 1937 B	Reg 23,616	02 Dec 85	Renew 02 Dec 06
Jordan	CANNON	F 1928 B	Reg 16470	05 Nov 80	Renew 01 Feb 13
Jordan	FIELDCREST	F 11585 B	Reg 18056	28 Apr 80	Renew 28 Apr 11
Jordan	ST. MARYS	F 11586 B	Reg 18252	28 Apr 80	Renew 28 Apr 11
Kenya	FIELDCREST	SL 100423	Reg 15,263	27 Oct 67	Renew 27 Oct 02
Korea, S	FIELDCREST	F 5822 AB	Reg 262,008	05 May 93	Renew 04 May 03
Korea, S	CANNON & DEVICE	F 1940 B	Reg 146,241	14 Oct 87	Renew 14 Oct 07
Kuwait	COTTON FRESH	F 6354 B	SN 15,876	22 Apr 96	Renew 22 Apr 06
Lebanon	CANNON	F 1950 B	Reg 76,954	18 Jun 98	Renew 06 Jun 13
Lebanon	CANNON & DEVICE	F 1951 B	Reg 46,162	03 Sep 84	Renew 03 Sep 09
Lebanon	CANNON & DEVICE	F 1953 B	Reg 88,326	05 Sep 01	Renew 05 Sep 16
Lebanon	ROYAL FAMILY	F 1952 B	Reg 68,055	24 Feb 81	Renew 24 Feb 11
Lebanon	FIELDCREST	SL 100424	Reg 74,195	04 Sep 67	Renew 04 Sep 12
Lebanon	ST. MARYS	F 5293 AB	Reg 65,402	21 Mar 80	Renew 05 Oct 10
Lebanon	ROYAL VELVET	F 7431 B	Reg 67,270	04 Nov 95	Renew 04 Nov 10
Liberia	CANNON & DEVICE	F 1954 B	Reg 23392/579	23 Mar 77	Renew 23 Mar 07
Liechtenstein	FIELDCREST	F 4561 AB	SN 5,792	28 May 79	Renew 28 May 09
Liechtenstein	ST. MARYS	F 4568 AB	SN 5,791	28 May 79	Renew 28 May 09
Luxembourg	FIELDCREST	F 11781	Reg 19,592	(23861- Benelux)	See Benelux 102972 Renew 16 Apr 10
Macao	CANNON & DEVICE	F 1696 B	Reg 10274-M	27 Apr 93	Renew 27 Apr 03
Malaysia	CANNON & DEVICE	F 1957 B	Reg 85/02464	10 Jun 92	Renew 10 Jun 06
Malaysia (Sarawak)	ROYAL FAMILY BY CANNON	F 1725 B	Reg Sar 7805	15 Mar 79	Renew 18 Jul 03
Malaysia (Sarawak)	CANNON & DEVICE	F 1960 B	Reg 7,805	18 Jul 75	Renew 18 Jul 03
Malaysia	CANNON & DEVICE	F 1956 B	Reg M/38695	10 Jun 85	Renew 22 Oct 11
Malaysia	FIELDCREST	F 5652 AB	Reg M/86362	24 May 87	Renew 12 May 11

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Malaysia	ST. MARYS	F 5653 AB	Reg M/86363	10 Jun 89	Renew 12 May 11
Malaysia	ST. MARYS CASS COLLECTION	F 8214 B	Reg 96/10820	30 Aug 96	Renew 30 Aug 10
Malta	FIELDCREST	F 4562 AB	Reg 14007/14008	06 Sep 79	Renew 06 Sep 07
Malta	ST. MARYS	F 4570 AB	Reg 14,008	06 Sep 79	Renew 06 Sep 07
Mexico	ROYAL FAMILY	F 1965 B	Reg 271,679	06 May 81	Renewal filed 3/01
Mexico	MONTICELLO	F 1964 B	Reg 261,652	06 May 81	Renew 06 May 11
Mexico	CANNON DEVICE	F 1961 B	Reg 269,756	30 Sep 81	Renew 30 Sep 11
Mexico	CANNON & DEVICE	F 1962 B	Reg 271,701	30 Sep 81	Renew 30 Sep 11
Mexico	FIELDCREST	F 13685	Reg 129,568	25 Feb 66	Renew 25 Feb 11
Mexico	ST. MARYS Logo	F 19740	Reg 186,224	31 Jul 90	Renew 04 Sep 04
Mexico	ROYAL VELVET	F 7433 B	Reg 505,413	08 Sep 95	Renew 08 Sep 05
Mexico	FIELDCREST (STYLIZED)	F 10236 B	Reg 611740	15 Mar 99	Renew 15 Mar 09
Mexico	CANNON & DEVICE	F 10237 B	Reg 651755	15 Mar 99	Renew 15 Mar 09
Monaco	CANNON	F 1971 B	Reg R94.15491	16 Feb 84	Renew 16 Feb 04
Monaco	CANNON DEVICE	F 1967 B	Reg R94.15493	16 Feb 84	Renew 16 Feb 04
Monaco	CANNON & DEVICE	F 1968 B	Reg R94.15492	16 Feb 84	Renew 16 Feb 04
Monaco	ST. MARYS	F 4571 AB	Reg R93.14929	06 Oct 78	Renew 06 Oct 03
Monaco	FIELDCREST	F 4563 AB	Reg R93.14928	06 Oct 78	Renew 06 Oct 03
Morocco	CANNON & DEVICE	F 1972 B	Reg 27,316	01 Mar 77	Renew 04 Mar 17
Morocco	FIELDCREST	F 20174	Reg 58,969	12 Mar 76	Renew 11 Mar 16
Morocco	ST. MARYS Logo	F 20176	Reg 58,968	12 Mar 76	Renew 11 Mar 16
New Zealand	ROYAL VELVET	F 9240 AB	Regs 156327 & 156328	11 Feb 85	Renew 12 Dec 05
New Zealand	LOVING TOUCH IN HEART DESIGN	F 5875 AB	Reg B 135,566	06 Jan 81	Renew 06 Jan 16
New Zealand	FIELDCREST	SL 101429	Reg 75,461	23 Mar 71	Renew 23 Mar 13
New Zealand	CANNON & DEVICE	F 1603 B	Reg 69,558	25 Sep 61	Renew 23 Mar 13
New Zealand	CANNON & DEVICE	F 1976 B	Reg B 157,355	07 Mar 85	Renew 07 Mar 06
New Zealand	CANNON ROYAL FAMILY	F 1977 B	Reg B 136,873	22 Apr 81	Renew 22 Apr 16
New Zealand	CANNON & DEVICE	F 1975 B	Reg B 145,466	06 Jan 83	Renew 01 Jan 04
New Zealand	FIELDCREST	F 11931	Reg 75,461	23 Mar 64	See SL 101429
Nicaragua	CANNON & DEVICE	F 1982 B	Reg 16,146	21 Sep 84	Renew 21 Sep 04
Nicaragua	ROYAL VELVET	F 7434 B	Reg 32,803 CC	12 Dec 96	Renew 11 Dec 06
Norway	ROYAL VELVET	F 4938 AB	Reg 106,184	02 Oct 80	Renew 02 Oct 10
Norway	FIELDCREST	F 11782	Reg 63,976	21 May 64	Renew 21 May 04
Norway	ST. MARYS Logo	F 19561	Reg 92,343	12 Dec 74	Renew 12 Dec 04
Norway	CANNON & DEVICE	F 1988 B	Reg 91,516	15 Aug 74	Renew 15 Aug 04

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Norway	ROYAL CLASSIC	F 1986 B	125,962	07 Aug 86	Renew 07 Aug 06
Norway	ROYAL FAMILY	F 1987 B	102,512	12 Jul 79	Renew 12 Jul 09
Pakistan	FIELDCREST	F 5834 AB	72,392	28 Aug 80	Renew 28 Aug 02
Pakistan	CANNON	F 1993 B	72,794	28 Oct 80	Renew 28 Oct 02
Papua New Guinea	CANNON & DEVICE	F 2001 B (F 7459 B)	A 3888R	16 Sep 75	Renew 16 Sep 05
Paraguay	ROYAL FAMILY	F 2005 B	190,961	26 Nov 96	Renew 26 Nov 06
Paraguay	ST. MARYS	F 5328 AB	190,766	26 Nov 96	Renew 26 Nov 06
Paraguay	ROYAL VELVET	F 7436 B	190,767	26 Nov 96	Renew 26 Nov 06
Paraguay	FIELDCREST	F 11783	244,131	29 May 84	Renew 29 May 05
Paraguay	MONTICELLO	F 8631 B	208903	18 Nov 98	Renew 18 Nov 08
Paraguay	ROYAL VELVET	F 8632 B	201071	12 Mar 98	Renew 12 Mar 08
Paraguay	CHARISMA	F 8633 B	198237	19 Nov 97	Renew 19 Nov 07
Paraguay	TOUCH OF CLASS	F 8634 B	209032	24 Nov 98	Renew 24 Nov 08
Paraguay	NEW DIMENSIONS	F 8635 B	201072	12 Mar 98	Renew 12 Mar 08
Paraguay	ST MARYS LOGO	F 8636 B	200561	19 Feb 98	Renew 19 Feb 08
Peru	FIELDCREST	F 11784	203,649	05 Jun 98	Renew 05 Jun 08
Peru	MONTICELLO	F 2067 B	200562	19 Feb 98	Renew 19 Feb 08
Peru	CANNON DEVICE	F 2066 B	204658	13 Jul 98	Renew 20 Aug 08
Peru	CANNON	F 2064 B	203,650	05 Jun 98	Renew 05 Jun 08
Peru	ROYAL FAMILY	F 2065 B	62,418	26 Dec 89	Renew 20 Oct 06
Peru	ST MARYS	F 5329 AB	55,951	27 Dec 89	Renew 27 Dec 04
Peru	ROYAL VELVET	F 7437 B	41,376	27 Jan 92	Renew 08 Sep 06
Peru	COTTON FRESH	F 7539 B	41,893	27 Jan 92	Renew 05 Oct 06
Peru	FIELDCREST CANNON	F 8637 B	41,373	27 Jan 92	Renew 08 Sep 06 (Oppsn)
Peru	TOUCH OF CLASS	F 8638 B	41,672	27 Jan 92	Renew 18 Sep 06
Peru	NEW DIMENSIONS	F 8639 B	29,000	30 Apr 80	Renew 30 Apr 99
Peru			20,766	05 Sep 95	Renew 03 Nov 05
Peru			23,146	02 Feb 96	Renew 02 Feb 06
Peru			36,717	18 Jun 97	Renew 18 Jun 07
Peru			036,673	17 Jun 97	Renew 17 Jun 07
Peru			035,302	29 Apr 97	Renew 29 Apr 07
Peru			036,674	17 Jun 97	Renew 17 Jun 07
Peru			035,357	30 Apr 97	Renew 30 Apr 07

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Peru	CHARISMA	F 8640 B	036,675	17 Jun 97	Renew 17 Jun 07
			035 358	30 Apr 97	Renew 30 Apr 07
Philippines	ST. MARYS Logo	F 20136	55,245	28 May 93	Use Dec due 28 May 03
Philippines	CANNON & DEVICE	F 2011 B	2002	02 Dec 77	1 st Affidavit 02 Dec 02 2 nd Affidavit 02 Dec 07 3 rd Affidavit 02 Dec 12 Renew 02 Dec 17
Philippines	ROYAL VELVET	F 7438 B	4-1996-107955	28 Nov 2000	Renewal 28 Nov 20
Philippines	ST MARYS CASS COLLECTION	F 8218 B	4-1997-113670	01 Mar 01	Renew 01 Mar 21
Poland	FIELDCREST	F 11785	44,094	11 Oct 63	Renew 11 Oct 03
Poland	ST. MARYS	F 20236	54,865	19 May 76	Renew 19 May 06
Poland	ROYAL VELVET	F 7439 B	103,160	25 Aug 95	Renew 25 Aug 05
Portugal	CANNON & DEVICE	F 2013 B	194,607	27 Feb 85	Renew 27 Feb 05
Portugal	CANNON & DEVICE	F 2014 B	194,606	27 Feb 85	Renew 27 Feb 05
Portugal	FIELDCREST	F 11786	121,512	06 Aug 64	Renew 06 Aug 04
Portugal	FIELDCREST	F 11786	121,511	06 Aug 64	Renew 06 Aug 04
Portugal	FIELDCREST	F 11786	121,513	06 Aug 64	Renew 06 Aug 04
Portugal	ROYAL VELVET	F 4939 AB	202,187	04 Sep 86	Renew 04 Sep 06
Qatar	CANNON & DEVICE	F 2015 B	5857	16 Mar 87	Renew 16 Mar 07
Russia	FIELDCREST	F 4875 AB	65,593	26 Nov 80	Renew 22 May 09
Russia	ST. MARYS	F 4879 AB	65,594	22 May 79	Renew 22 May 09
Russia	FIELDCREST ROYAL VELVET	F 7447 B	149210	04 Oct 95	Renew 04 Oct 05
S. Africa	ST. MARYS	F 20191	76/0840	17 Feb 76	Renew 17 Feb 06
S. Africa	FIELDCREST	F 20189	76/0839	17 Feb 76	Renew 17 Feb 06
S. Africa	CANNON	F 2023 B	81/7199	28 Sep 81	Renew 28 Sep 11
Slovenia	CANNON	F 2163 B	Z-9471246	09 Sep 94	Renew 09 Sep 04
Slovenia	CANNON & DEVICE	F 2164 B	Z-9471245	09 Sep 94	Renew 09 Sep 04
Slovenia	FIELDCREST	F 11780 (F 7597 B)	9471244	09 Sep 94	Renew 09 Sep 04
Slovak Republic	FIELDCREST	F 7598 B	155,628	24 Oct 73	Renew 24 Oct 03
Slovak Republic	ROYAL VELVET	F 7592 B	186,348	20 Jul 99	Prove Use 20 Jul 04 Renew 15 Nov 06
Slovak Republic	ST. MARYS LOGO	F 7593 B	163,041	28 Apr 86	Renew 28 Apr 06
Spain	ROYAL VELVET	F 4940 AB	898,591	20 Nov 79	Renew 23 Jan 09
Spain	FIELDCREST	F 11787	431,496	30 Jul 65	Renew 30 Jul 05
Spain	CANNON & DEVICE	F 2031 B	1,005,277	05 Nov 83	Renew 05 Nov 03

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Spain	CANNON & DEVICE	F 2033 B	1,005,278	05 Nov 83	Renew 05 Nov 03
Spain	CANNON & DEVICE	F 2032 B	277,478	07 Apr 54	Renew 07 Apr 04
Spain	MONTICELLO	F 2034 B	969,104	30 Jul 88	Renew 30 Jul 08
Spain	CANNON	F 2029 B	598,798	05 Dec 73	Renew 04 Dec 03
Spain	CANNON	F 2030 B	598,799	05 Dec 73	Renew 04 Dec 03
Surinam	FIELDCREST	SL 100422	5,654	26 Aug 67	Renew 26 Aug 07
Sweden	ROYAL FAMILY	F 2039 B	164,649	01 Sep 78	Renew 01 Sep 08
Sweden	ROYAL CLASSIC	F 2038 B	198,976	06 Dec 85	Renew 06 Dec 05
S. Africa	ROYAL FAMILY	F 2026 B	77/4711	25 Oct 77	Renew 25 Oct 07
S. Africa	CANNON & DEVICE	F 2025 B	64/2793	10 Aug 84	Renew 10 Aug 04
S. Africa	ROYAL FAMILY	F 2027 B	77/4712	25 Oct 77	Renew 25 Oct 07
S. Africa	ROYAL VELVET	F 6969 AB	82/0496/82/0497	18 Jul 84	Renewal pending
Saudi Arabia	FIELDCREST	F 20186	231/24	23 Jan 91	Renew 28 Oct 09
Saudi Arabia	CANNON & DEVICE	F 2017 B	580/94	19 May 99	Renew 21 Jan 09
Saudi Arabia	CANNON & DEVICE	F 2018 B	101/38	21 Jan 80	Renew 20 Feb 09
Saudi Arabia	COTTON FRESH	F 6353 B	348/80	26 Aug 95	Renew 22 Jun 04
Saudi Arabia	ROYAL VELVET	F 7440 B	387/28	23 Oct 96	Renew 28 May 05
Singapore	CANNON & DEVICE	F 1685 B	T85/02450H	06 Apr 85	Renewal Pending
Singapore	FIELDCREST	SL 100419	42,667	06 Oct 88	Renew 06 Oct 02
Singapore	CANNON & DEVICE	F 2020 B	44,805	30 Sep 68	Renew 30 Sep 03
Singapore	CANNON & DEVICE	F 2019 B	44,806	30 Sep 68	Renew 30 Sep 03
Singapore	ST. MARYS Logo	F 19563	B.61211	19 Jun 74	Renew 19 Jun 05
Singapore	FIELDCREST ROYAL VELVET	F 7441 B	8511/95	06 Sep 95	Renew 06 Sep 05
Singapore	ST. MARYS CASS COLLECTION	F 8213 B	283/96	30 Aug 96	Renew 30 Aug 06
Sweden	ROYAL CLASSIC	F 2037 B	196,744	20 Jun 85	Renew 20 Jun 05
Sweden	CANNON & DEVICE	F 2036 B	150,731	14 Mar 75	Renew 14 Mar 05
Sweden	ROYAL VELVET	F 4941 AB	169,161	07 Sep 79	Renew 07 Sep 09
Sweden	ST. MARYS Logo	F 19565	148,014	19 Jul 74	Renew 19 Jul 04
Sweden	FIELDCREST	F 11788	109,063	06 Mar 64	Renew 06 Mar 04
Switzerland	FIELDCREST	F 11789	328,693	09 Oct 63	Renew 07 Oct 03
Switzerland	ROYAL VELVET	F 4942 AB	303,062	18 Feb 80	Renew 18 Feb 10
Switzerland	ST. MARYS Logo	F 19566	274,436	25 Feb 74	Renew 25 Feb 04
Switzerland	TOUCH OF CLASS	F 4909 AB	299,251	06 Jun 79	Renew 06 Jun 09
Taiwan ROC	FIELDCREST	F 5825 AB	164,125	01 Jan 82	Renewal pending

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Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Taiwan ROC	FIELDCREST	F 5825 AB	162,946	16 Feb 81	Renewal pending
Taiwan ROC	CANNON & DEVICE	F 2052 B	669,205	31 May 87	Renew 31 May 07
Taiwan ROC	CANNON & DEVICE	F 2053 B	68,789	01 Apr 74	Renew 31 May 04
Taiwan ROC	CANNON & DEVICE	F 2051 B	89,861	31 May 87	Renew 31 May 07
Taiwan ROC	ROYAL VELVET	F 7443 B	84043602	01 Jun 98	Renew 30 Apr 08
Taiwan ROC	ST. MARYS CASS COLLECTION	F 8216 B	804,941	01 Jul 98	Renew 01 Jul 08
Thailand	CANNON & DEVICE	F 1683 B	(323898)	12 Apr 88	Renew 11 Jan 07
			55,506		
Thailand	ROYAL FAMILY	F 1751 B	361500	02 Jul 89	Renew 02 Jul 08
Thailand	CANNON IN RECTANGLE	F 2047 B	290,443	25 Aug 85	Renew 24 Aug 05
Thailand	CANNON IN RECTANGLE	F 2047 B	47,420	18 Aug 95	Renew 17 Aug 05
Thailand	SUPREME TOUCH	F 5660 B	40,872	24 Sep 93	Renew 23 Sep 03
Thailand	MONTICELLO	F 5802 B	17749	25 Sep 94	Renew 25 Sep 04
Thailand	ROYAL FAMILY	F 2044 B	75130/65677	23 Jun 88	Renew 23 Jun 08
Thailand	ROYAL FAMILY	F 2045 B	95958	27 Jul 89	Renew 01 Jul 09
Thailand	CANNON & DEVICE	F 2046 B	44421/306264	16 May 86	Renew 15 May 06
Thailand	ST. MARYS	F 20238	47,834	05 Jan 78	Renew 14 Jul 06
Thailand	FIELDCREST	SL 100420	63,070	15 Sep 67	Renew 14 Sep 07
Trinidad/Tobago	FIELDCREST	SL 100083	3,764	19 Feb 68	Renew 19 Feb 09
Trinidad/Tobago	FIELDCREST	SL 100083	3,763	19 Feb 68	Renew 19 Feb 09
Trinidad/Tobago	FIELDCREST	SL 100083	3,762	19 Feb 68	Renew 19 Feb 09
Trinidad/Tobago	FIELDCREST	SL 100083	3,765	19 Feb 68	Renew 19 Feb 09
Trinidad/Tobago	ROYAL FAMILY	F 2060 B	B 10,388	01 Sep 81	Renew 01 Dec 05
Trinidad/Tobago	CANNON & DEVICE	F 2057 B	5,902	22 Jan 70	Renew 21 Jan 08
Trinidad/Tobago	CANNON & DEVICE	F 2059 B	14,379	08 Jul 86	Renew 14 Nov 07
Trinidad/Tobago	CANNON & DEVICE	F 2058 B	5,903	22 Jan 70	Renew 21 Jan 08
Trinidad	ST. MARYS	F 20240	9,425	27 Dec 78	Renew 29 Apr 04
Tunisia	CANNON & DEVICE	F 2061 B	EE02.0441	07 May 92	Renew 07 May 07
Turkish Cyprus	CANNON & DEVICE	F 2063 B	218	12 Jun 78	Renew 12 Jun 13
Turkey	CANNON & DEVICE	F 1557 B	102,025	16 Mar 77	Renew 16 Mar 07
Turkey	ST. MARYS	F 4572 AB	67008 (116487)	25 Feb 80	Renew 25 Feb 10
			(90)	(90)	
Turkey	FIELDCREST	F 4564 AB	67001 (116578)	25 Feb 80	Renew 25 Feb 10
			(90)	(90)	

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Turkey	ROYAL VELVET	F 7445 B	Reg 166,995	12 Dec 95	Renew 12 Dec 05
United Kingdom	FIELDCREST ROYAL VELVET	F 4933 AB	Reg 1,154,483	21 May 81	Renewal Pending
United Kingdom	FIELDCREST TOUCH OF CLASS	F 4900 AB	Reg 1,109,145	07 Feb 79	Renew 07 Feb 10
United Kingdom	NOBILITY	F 4916 AB	Reg 1,109,305	09 Feb 79	Renew 09 Feb 10
United Kingdom	FIELDCREST	F 11774	Regs 855031	08/10/63	Renew 08 Oct 08
United Kingdom	CANNON & DEVICE	F 1869B	Reg 805,695	11 May 60	Renew 11 May 05
United Kingdom	ST. MARYS Logo	F 19557	Reg 778,319	03 Jun 58	Renew 03 Jun 07
United Kingdom	ST. MARYS Logo	F 19557	Reg 779,066	23 Jun 58	Renew 23 Jun 07
United Kingdom	CANNON & DEVICE	F 1869 B	Reg 805,694	11 May 60	Renew 11 May 05
United Kingdom	CANNON & DEVICE	F 1868 B	Reg 1,095,734	17 May 78	Renew 17 May 09
United Kingdom	ST. MARYS Logo	F 19557	Reg B.1025745	27 Feb 74	Renew 27 Feb 05
United Kingdom	CROWN WHEAT & ARTILLERY DEVICE	F 8163 B	Reg 2,015,391	18 Jul 96	Renew 18 Jul 06
United Kingdom	FIELDCREST CANNON	F 8165 B	Reg 2,015,392	18 Jul 96	Renew 18 Jul 06
Uruguay	MONTICELLO	F 2127 B	Reg 310,697	05 Mar 91	Renew 13 Apr 09
Uruguay	CANNON	F 2126 B	Reg 254,780	13 Aug 92	Renew 13 Aug 02
Uruguay	CANNON	F 2124 B	Reg 210,089	29 Sep 86	Renew 29 Sep 06
Uruguay	CANNON & DEVICE	F 2125 B	Reg 254,781	28 Jul 72	Renew 13 Aug 02
Uruguay	FIELDCREST	F 11790	Reg 280,292 (see US 500882)	01 Oct 85	Renew 01 Oct 05
Uruguay	ST. MARYS	F 5325 AB	Reg 271,310	07 Aug 79	Renew 11 Jul 04 (Silmar to)
Uruguay	ROYAL VELVET	F 7446 B	Reg 280627	20 Apr 99	Renew 20 Apr 09
Uruguay	CANNON	F 7835 B	Reg 285,303	02 Jul 97	Renew 02 Jul 07
Uruguay	FIELDCREST	F 7839 B	Reg 285,304	02 Jul 97	Renew 02 Jul 07
Uruguay	FIELDCREST CANNON	F 7843 B	Reg 285,305	02 Jul 97	Renew 02 Jul 07
Venezuela	MONTICELLO	F 2155 B	Reg 104,267	04 Nov 83	Pending Application
Venezuela	SLUMBER SOFT	F 2157 B	Reg 133,012	28 Jan 88	Renew 28 Jan 03
Venezuela	CANNON MILLS COMPANY	F 2153 B	Reg 3983	11 Jun 79	Application Opposed
Venezuela	CANNON USA	F 2154 B	SN 3894	10 Jun 79	Application Opposed
Venezuela	ROYAL FAMILY	F 2156 B	Reg 94128-F	30 Apr 80	Pending Assignment to
Venezuela	CANNON	F 2152 B	SN 6816/6817	Mancase v	Pending Assignment to
Venezuela	FIELDCREST	F 11706	Reg 59,511	04 Aug 70	Renewal Pending
Venezuela	FIELDCREST ROYAL VELVET	F 7448 B	Reg P-193809	03 Jan 97	Renewal 03 Jan 07
Yugoslavia	CANNON	F 2163 B	Reg 94-0598	08 Sep 94	Renew 08 Sep 04
Yugoslavia	CANNON & DEVICE	F 2164 B	Reg 94-0599	08 Sep 94	Renew 08 Sep 04

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Yugoslavia	FIELDCREST 24, 27	F 11780	Reg 16,099	21 Jul 83	Renew 24 Dec 03
Zaire	CANNON & DEVICE 24	F 1512 B	Reg 1684/89	18 Jan 89	Renew 18 Jan 09

FCC Canada, Inc.

Country	Mark (Class)	Reference	Registration #	Filed or Issued	Action Due/Status
Canada	C DESIGN 22, 24, 25, 27	F 7599 B	Reg 356,642	02 Jun 89	Renew 02 Jun 04
Canada	BUCKINGHAM 24	F 7600 B	Reg 457,215	17 May 96	Renew 17 May 11
Canada	CALAIS 24, 27	F 7601 B	Reg 349,387	23 Dec 88	Renew 23 Dec 03
Canada	CALDWELL TMA 173073	F 5852 B	Reg 332,295	04 Dec 70	Renew 04 Dec 2015
Canada	CALDWELL DESIGN 16, 20, 22, 24, 25, 27	F 7603 B	Reg 196,082	25 Sep 87	Renew 25 Sep 02
Canada	CALDWELL IS A FEELING 24	F 7604 B	Reg 376,989	07 Dec 73	Renew 07 Dec 03
Canada	CARESS 20, 24	F 7605 B	Reg 354,668	14 Dec 90	Renew 14 Dec 05
Canada	CLASSIQUE COLLECTION F 7606 B	F 7606 B	Reg 393,421	21 Apr 89	Renew 21 Apr 04
Canada	CLEOPATRA 24	F 7607 B	Reg 350,706	31 Jan 92	Renew 31 Jan 07
Canada	CLOUDSOFT 24	F 7608 B	Reg 350,003	03 Feb 89	Renew 03 Feb 04
Canada	DOUX NUAGE 24	F 7609 B	Reg 440,024	13 Jan 89	Renew 13 Jan 04
Canada	ECSTASY 24, 27	F 7610 B	Reg 387,699	03 Mar 95	Renew 03 Mar 10
Canada	REVEILLEZ VOTRE SALLE DE BAIN 24	F 7612 B	Reg 387,743	16 Aug 91	Renew 16 Aug 16
Canada	ROYAL EGYPTIAN 16, 22, 24, 25, 27	F 7613 B	Reg 362,737	16 Aug 91	Renew 16 Aug 16
Canada	SUN & WAVES DESIGN 24, 25	F 7615 B	Reg 347,403	10 Nov 89	Renew 10 Nov 04
Canada	SUN SET 24, 25	F 7616 B	Reg 387,756	04 Nov 88	Renew 04 Nov 03
Canada	THE ALEXANDRIAN 11, 16, 22, 24, 25, 27	F 7617 B	Reg 386,727	16 Aug 91	Renew 16 Aug 16
Canada	WAKE UP YOUR BATHROOM 24	F 7618 B	Reg 942,241	19 Jul 91	Renew 19 Jul 16
Germany	CALDWELL	F 7157 B	Reg	15 Jan 85	Renew 01 Feb 05

Pillowtex Corporation

Country	Name	Quantity	Start Date	End Date	Off Date
Canada	Adjust-A-Fit	428,493	01/20/92	06/10/94	06/10/09
Canada	Allerfresh	498,432	11/04/96	08/07/98	08/07/13
Canada	Baby & Toy Rabbit Design	224,366		11/25/77	11/25/07
Canada	Big Deal	462,157	07/06/93	08/30/96	08/30/11
Canada	Big Deal	452,199	08/31/94	12/22/95	12/22/10
Canada	Blendaire	147,905		11/04/66	11/04/11
Canada	Body Buddy	486,992	11/29/95	12/12/97	12/12/12
Canada	Body Cloud	519,199	10/04/96	11/08/99	11/08/14
Canada	Bodymate	416,372	02/14/92	09/03/93	03/09/08
Canada	Body Warmer	510,219	03/19/96	03/29/99	03/19/99
Canada	Bunny Esmond	225,620		01/27/78	01/27/08
Canada	Collection Internationale	341,541			06/10/03
Canada	Comfalof	459,601	05/23/91	06/21/96	06/21/11
Canada	Comfalof Plus	432,158	05/23/91	08/26/94	08/26/09
Canada	Comfalof Sleep System	461,146	06/18/93	08/16/96	08/16/11
Canada	Comfort Puff	446,948	06/18/93	09/01/95	09/01/10
Canada	Cotton Club	361,388			10/27/04
Canada	Down the Middle	498,406	12/30/96	08/06/98	08/06/13
Canada	Footwarmer	403,307		10/02/92	10/02/07
Canada	Frontenac	128,351		10/12/62	10/12/07
Canada	Globe (20)	380,392	08/30/89	02/22/91	02/22/06
Canada	Globe Royal (20)	381,652	09/21/89	03/15/91	03/15/06
Canada	Health Ways	499,608	06/19/97	08/28/98	08/28/13
Canada	Imperial; Design	271,388			10/16/12
Canada	Magic Weave	185,921		10/06/72	10/06/02
Canada	Magicweave	225,158		12/30/77	12/30/07
Canada	Natural Sleep System (20)	434,749	04/23/93	10/21/94	10/21/09
Canada	Nestle Down	491,999	02/27/95	03/26/98	03/26/13
Canada	Nettle Creek (20,24,27,16,26)	118,917	08/26/59	07/22/60	07/22/05
Canada	Outer Down	498,433	10/04/96	08/07/98	08/07/13
Canada	Permanap	183,859		06/16/72	06/16/02
Canada	Pick-A-Pair (20)	377,625	06/27/89	12/21/90	12/21/05
Canada	Pillows Buy The Pair	451,089	12/06/93	12/01/95	12/01/10

Country	Trademark	Class	Serial No.	Registration Date	Priority Date	Expiry Date
Canada	Pillowtex Corporation (20,24)		380,429	08/24/89	02/22/91	02/22/06
Canada	Pillowtex Corporation. All the Comforts		439,916	12/06/93	02/24/95	02/24/10
Canada	Regal Crown		499,617	09/06/95	08/28/98	08/28/13
Canada	Regency By Globe (20)		397,964	06/27/89	05/08/92	05/08/07
Canada	Softie (20,24)		383,934	12/13/89	05/03/91	05/03/06
Canada	Sun Mountain		487,588	09/11/96	01/02/98	01/02/13
Canada	Super Signet F.R.		335,059		12/11/87	12/11/02
Canada	Supreme Puff		471,258	10/27/95	02/19/97	02/19/12
Canada	The Big One		466,677	10/08/93	11/29/96	11/29/11
Canada	The Big One Design		447,289	06/14/93	09/08/95	09/08/10
Canada	The Colorcase		432,217	03/24/92	08/26/94	08/26/09
Canada	The Earth Connection		428,846	02/14/92	06/17/94	06/17/09
Canada	The Monster Pillow		453,869	08/31/94	02/09/96	02/09/11
Canada	The Sleeping Giant		489,313	11/21/96	02/04/98	02/04/13
Canada	Torfeaco Industries Limited		753,434	04/28/94	11/17/97	11/17/12
Canada	Tradition		339,394			04/22/03
Canada	Warm Wrap		256,364		02/27/81	02/27/11
Japan	Pillowtex Corporation (17)		66/90		05/23/97	11/24/06
Mexico	2 For All Seasons		485,662	10/07/94		10/07/04
Mexico	Adjust-A-Fit (20)		425,799	07/20/92		07/20/02
Mexico	Adjust-A-Fit (24)		425,800	07/20/92		07/20/02
Mexico	Big One, The (20)		448,749	10/20/93		10/20/03
Mexico	Bodymate (20)		425,801	07/20/92		07/20/02
Mexico	Bodymate (24)		425,802	07/20/92		07/20/02
Mexico	Briar Hill (20)		433,131	11/03/92		11/03/02
Mexico	Briar Hill (24)		433,132	11/03/92		11/03/02
Mexico	Comfaloft (20)		425,803	07/20/92		07/20/02
Mexico	Comfaloft (24)		425,804	07/20/92		07/20/02
Mexico	Comfaloft Plus (20)		425,805	07/20/92		11/06/97
Mexico	Comfaloft Plus (24)		425,806	07/20/92		06/23/97
Mexico	Dream Spinner (20)		439,782	03/31/93		06/13/97
Mexico	Dream Spinner (24)		439,783	03/31/93		09/18/97
Mexico	Earth Connection (20)		426,332	07/17/92		11/27/97
Mexico	Earth Connection (24)		425,809	07/20/92		11/17/97

Country	Product Name	Item No.	Registration Date	Expiry Date
Mexico	Lancelot (20)	425807		11/17/97
Mexico	Lancelot (24)	425808		08/21/97
Mexico	Monster Pillow (20)	448751	10/20/93	10/20/03
Mexico	Nap Mate (20)	452828	10/20/93	10/20/03
Mexico	Nova (20)	460189	03/09/94	03/09/04
Mexico	Park Row (24)	395343	01/31/91	01/31/06
Mexico	Pillows Buy The Pair (20)	453533	12/13/93	12/13/03
Mexico	Pillowtex Corporation (32)	390534		06/26/04
Mexico	Pillowtex Corporation (42)	373678		06/26/04
Mexico	Pillowtex Corporation - All The Comforts of Home (20)	457003	12/01/93	12/13/03
Mexico	Regency By Globe (32)	370597	09/06/89	09/06/04
Mexico	Saturna (24)	465390	04/14/94	06/30/04
Mexico	Wonderfil (22)	445544	09/17/93	09/17/03
U.K.	Nettle Creek (20)	1152809		06/01/97
U.K.	Nettle Creek (24)	1152810		11/17/97
U.K.	Nettle Creek (27)	1152811		11/17/97
U.K.	Pillowtex Corporation (20)	1384388	05/31/89	05/31/06
U.K.	Pillowtex Corporation (24)	1385886	05/31/89	08/01/97
U.K.	The Earth Connection (20)	1568857	04/15/94	05/15/97
U.K.	The Earth Connection (24)	1568858	04/15/94	05/15/97

Pillowtex Canada Inc.

Country	Product Name	Item No.	Registration Date	Expiry Date
Canada	Dream Weavers	270,824		07/02/97
Canada	Junior	330,954		08/14/02
Canada	Au Naturelle	TMA 333005		
Canada	Box Plus	TMA 486330		
Canada	Clusterfil	TMA 426079		
Canada	Comforlines	TMA 452726		
Canada	Cuddly Sack	TMA 251378		
Canada	Cuddly Wrap	TMA 271154		

Canada	Dimension 1 & Design	TMA 450540
Canada	Everybed	TMA 327960
Canada	Excel-5	TMA 373737
Canada	Feather-Bett	TMA 340603
Canada	Futron 2000	TMA 350355
Canada	Futron 4000	TMA 350353
Canada	Futron 6000	TMA 350354
Canada	Futron Fibre	TMA 346589
Canada	IFC & Design	TMA 204452
Canada	Illustra	TMA 350451
Canada	Imperial Design	TMA 271388
Canada	Imperial Design	TMA 350279
Canada	Imperial of Toronto	TMA 204809
Canada	Intimate	TMA 331287
Canada	Kids Only	TMA 423213
Canada	Nighloft	TMA 329167
Canada	Repose	TMA 217497
Canada	Royalesse	TMA 406428
Canada	Soiree	TMA 323311
Canada	Sweet Dreams & Design	TMA 322545
Canada	Texotherm	TMA 375861
Canada	Thermelon	TMA 358712
Canada	Ultimafil	TMA 329560
Canada	Ultimafil	TMA 340267
Canada	Zany Animals	TMA 443909

TRADEMARK APPLICATIONS

DOMESTIC (UNITED STATES)

Fieldcrest Cannon Licensing, Inc.

Mark (Class)	Reference	Application #	Filed Or Issued	Action Due/Status
BEDS, ETC. 27	F 11791 B	76/266025	31 May 01	Allowed
CANNON-THE AMERICAN BRAND 20, 24	F 12630 B	76/382,753	14 Mar 00	Pending
CHARISMA 24	F 9843 B	75/580954	02 Nov 98	Allowed
CHARISMA SELECT 20, 24	F-10709 B	76/081,817	3 Jul 00	Allowed
CHARISMA ELITE 20, 24	F-10708 B	76/081,693	3 Jul 00	Pending application - Opposition
FIELDCREST OPULENCE 20, 24	F 12823 B	76/376946	04 Mar 02	Pending Application
TOUCH OF CLASS BIG & LOFTY 20	F 9459 B			New AppIn

Pillowtex Corporation

Mark (Class)	Reference	Application #	Filed Or Issued	Action Due/Status
Beast, The (20)	09/27/99			07/18/02
Beyond Big (20)	02/13/02			
Beyond Big (24)	02/13/02			
Big Dreamer (20)	12/12/01			
Bigger One, The (20)	11/14/01			
Body Balance (20) Mattress Cushions	02/17/98			
Bolder Blends (24)	03/26/01			
Classic Royale (20)	12/24/98			
Classic Royale (24)	12/24/98			
Comfort Foam (20)	06/18/01			

Comfort Quest (24)	75214759	12/17/96			01/26/98
Flat Free (24)	75842545	08/25/98			06/13/02
Great Big One, The (20)	76349300	12/18/01			
Great Big One, The (24)	76349301	12/18/01			
Great Big Pillow, The (20)	76336668	11/14/01			
Great One, The (20)	76337338	11/15/01			
Health Ways (20)	75245600	02/21/97			05/25/98
Microguard (20)	75184510	10/21/96			06/21/97
Microguard (24)	75184509	10/21/96			06/21/97
Perfect Blend (20)	75837643	11/02/99			03/27/02
Sure Soft	75321702	07/09/97			
Sure Soft	75321372	07/09/97			
Ultra Loft (20)	76355888	01/08/02			
Ultra Loft (24)	76355887	01/08/02			
Wide Side (20)	76340005	11/21/01			
Wide Side (24)	76339063	11/19/01			

FOREIGN

Fieldcrest Cannon Licensing, Inc.

Country	Mark (Class)	Reference	Application #	Filed	Action Due/Status
Panama	ROYAL VELVET 24	F7435B	SN 78,401		Pending Application

Fieldcrest Cannon, Inc.

Country	Mark (Class)	Reference	Application #	Filed or Issued	Action Due/Status
Argentina	FIELDCREST	20 F 7836 B	SN 2024119	05 Mar 96	Pending Application
Argentina	FIELDCREST CANNON	20 F 7840 B	SN 2024120	05 Mar 96	Pending Application
Brazil	ROYAL VELVET	24 F 7414 B	SN 818754257	31 Aug 95	Pending Appln/Opposition
Canada	CHARISMA	F 12272 B	AppIn 1,101,837	04 May 01	Pending
China PRC	ROYAL CLASSIC	24, 27 F 7858 B	SN 960125122	12 Nov 96	To Be Published
EEC	ROYAL FAMILY	20, 24 F 11093 B	AppIn 1,914,738	11 Oct 00	Pending
India	ST. MARYS	24 F 5848 AB	SN 627,258	05 May 94	Pending Application
India	ROYAL VELVET	24 F 7428 B	SN 678,301	28 Aug 95	Pending Application
Malaysia	CANNON & DEVICE	25 F 1955 B	SN 85/03518	09 Aug 85	Pending Application
Malaysia	ROYAL VELVET	24 F 7432 B	SN 95/10467	25 Sep 95	Pending Application
Panama	ROYAL VELVET	24 F 7435 B	SN 78,401		Pending Application
Paraguay	CANNON	20 F 7834 B	SN 4719-96	07 Mar 96	Pending Application
Paraguay	FIELDCREST CANNON	24, 27 F 8629 B	Reg 209318	04 Dec 98	Renew 04 Dec 08
Paraguay	CANNON	24, 27 F 8630 B	SN 01911	07 Feb 97	Pending Application
Philippines	FIELDCREST	24, 27 F 20074	SN 01912	07 Feb 97	Pending Application
United Arab Emirates	FIELDCREST	24 F 12319 B	Reg 203,588	04 Jun 98	Renew 04 Jun 08
United Arab Emirates	CANNON	20, 24 F 12320 B	SN 118374	27 Feb 97	Pending Application
United Arab Emirates	CANNON & DEVICE	20, 24 F 12321 B	SN 118375	27 Feb 97	Pending Application
			SN 44,038	11 Aug 01	Pending Application
			SN 44,035	11 Aug 01	Pending Application
			SN 44,036	11 Aug 01	Pending Application

Country	Mark (Class)	Reference	Application #	Filed or Issued	Action Due/Status
United Arab Emirates	CANNON ROYAL FAMILY	24, 20 F 12322 B	44,037	11 Aug 01	Pending Application
			44,038		

Pillowtex Corporation

Canada	Bed Works	798,639	11/29/95		11/29/98
Canada	Big Stuff	742,707	12/06/93		12/06/97
Canada	Box Plus	832,499	12/30/96		03/12/98
Canada	Cloister Pima (24)	751,946	04/07/94		
Canada	Dover	748,553	03/01/94		
Canada	Fun Stuff	891,006	09/23/98		09/23/01
Canada	Guaranteed to Fit	729,461	05/21/93		02/05/98
Canada	Health Alert	834,135	01/21/97		01/21/00
Canada	Imperial Damask	829,124	11/19/96		05/19/00
Canada	New Attitudes	807,521	03/19/96		
Canada	Torfeaco Industries Limited	757,708	06/16/94		06/16/97
Canada	Home Fashion				
Canada	Winter's Nap	822,941	09/11/96		06/19/97
Venezuela	Pillowtex Corporation (Class 20)	23.853-92		06/03/97	06/03/02
Venezuela	Pillowtex Corporation (Class 24)	23.854-92		06/03/97	06/03/02

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