

12-16-2003

12-16-03



IEET

TO: The Commissioner of Patents

102624020

ated original document(s) or copy(ies).

Submission Type

Conveyance Type

New

Assignment

License

Resubmission (Non-Recordation)
Document ID#

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error
Reel # Frame #

Merger

Effective Date
Month Day Year

Corrective Document
Reel # Frame #

Change of Name

Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name BI PROPERTIES I INC.

Execution Date
Month Day Year
11 10 2003

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization State of Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

DBA/AKA/TA

Composed of

Address (line 1) 1211 Avenue of the Americas

Address (line 2)

Address (line 3) New York

New York USA

10036

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization State of New York

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

12/16/2003 DBYRNE 00000163 1733146

FOR OFFICE USE ONLY

01 FC:0521 40.00 DP
02 FC:0522 3975.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Mitchell M.Brand, Esq.

Address (line 1) Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100

Name Joseph Makseyn

Address (line 1) Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

53

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1733146

Number of Properties

Enter the total number of properties involved.

160

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$4,015.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized as indicated herein.

Joseph Makseyn

Joseph Makseyn

12/15/03

Name of Person Signing

Signature

Date

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Owner - BI PROPERTIES I INC.

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
3-D	74-263,607	1,733,146	19921117	BI Properties I Inc.	
A FABRIC YOU CAN LEAN ON BY KLOPMAN	72-234,569	819,166	19661122	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
ABBOTSFORD	75-570,594	2,386,362	20000912	BI Properties I Inc.	
ACROBAT	72-168,330	764,768	19640211	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
ACTION CLOTH	73-375,893	1,245,347	19830712	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
AETERNUS	75-116,950	2,052,787	19970415	BI Properties I Inc.	
ALLA PARI	75/735,978	2,496,866	20011009		
AUTHENTECH COLLECTION	76-268,662	NA	NA	BI Properties I Inc.	
B BURLINGTON	76-550,675	NA	NA	BI Properties I Inc.	
B CASUAL	None assigned yet	NA	NA	BI Properties I Inc.	
B SPORTY	None assigned yet	NA	NA	BI Properties I Inc.	

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
	assigned yet				
B.T.T.BURLINGTON THICK & THIN (stylized)	75-615,264	2,453,721	20010522	BI Properties I Inc.	
BELFILO	72-447,862	988,492	19740716	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BENT GRASS	75-381,805	2,375,715	20000808	BI Properties I Inc.	
BIOGUARD	76-287,497	NA	NA	BI Properties I Inc.	
BIOGUARD	73-691,745	1,509,270	19881018	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BIO-WEAVE	78-170,273	NA	NA	BI Properties I Inc.	
BLOCKER	74-653,699	2,120,204	19971209	BI Properties I Inc.	
BON VIVANT	72-240,150	825,357	19670307	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BRIARGAB	72-198,710	791,903	19650629	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust (but no Security Interest filed)
BRIGHT CLOUD	72-198,712	791,904	19650629	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
BURLANA	76-287,306	NA	NA	BI Properties I Inc.	
BURLINGTON	76-116,071	2,482,324	20010828	BI Properties I Inc.	
BURLINGTON	75-676,282	2,374,803	20000808	BI Properties I Inc.	
BURLINGTON	75-180,542	2,147,243	19980331	BI Properties I Inc.	
BURLINGTON	71-541,075	504,523	19481130	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
BURLINGTON & Design	75-841,448	2,389,944	20000926	BI Properties I Inc.	
BURLINGTON & Design	72-283,979	855,164	19680820	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BURLINGTON & Design	72-283,977	855,166	19680820	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BURLINGTON (Stylized)	71-541,074	504,046	19481116	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
BURLINGTON (Stylized)	71-131,490	138,483	19201228	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
BURLINGTON YZONE	75-798,803	2,432,314	20010227	BI Properties I Inc.	
BURMILAIRE	71-561,288	514,244	19490823	BI Properties I Inc.	3/26/92 - Chemical Bank (no release

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
BY PLAY	72-200,758	789,756	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
C CLASS	76-263,767	2,658,409	20021210	BI Properties I Inc.	
C1	76-268,664	2,662,094	20021217	BI Properties I Inc.	
C2	76-343,024	2,723,432	20030610	BI Properties I Inc.	
C3	76-263,714	2,723,246	20030610	BI Properties I Inc.	
C4	76-263,713	2,662,057	20021217	BI Properties I Inc.	
C5	76-263,774	2,662,058	20021217	BI Properties I Inc.	
CA	76-263,766	2,658,408	20021210	BI Properties I Inc.	
CALYXA	73-049,695	1,033,083	19760210	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust. Release filed (but no security interest)
CATAPULT	72-185,422	779,522	19641103	BI Properties I Inc.	3/26/92 - Chemical Bank (no release

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					recorded)
CITY TALK	72-200,753	789,751	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
COCOONA	72-241,634	824,497	19670221	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
COUNTRY FASHION	72-200,752	789,750	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
COUNTRY MANNER (Stylized)	71-507,389	433,044	19470923	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
DEALERS CHOICE	72-198,831	792,305	19650706	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
DESIGN	76-116,070	NA	NA	BI Properties I Inc.	
DESIGN	75-624,021	2,342,955	20000418	BI Properties I Inc.	
DESIGN	72-173,469	770,899	19640602	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					Trust release filed (no Security Interest filed)
DOVE TOUCH	72-200,750	789,748	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
DURA-TUF	73-606,760	1,453,237	19870818	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
DUREPEL	73-633,022	1,445,808	19870707	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (but no security interest filed)
EASY LIVING	72-188,330	787,844	19650406	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
FAIR & SQUARE	72-200,759	789,757	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
FAIRWAY	72-200,760	817,445	19661025	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					Trust release (but no Security Interest filed)
FANTASUEDE	75-403,582	2,293,435	19991116	BI Properties I Inc.	
FELICIEEN (Stylized)	71-183,097	183,631	19240506	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
FLEXIQUE	73-216,402	1,145,060	19801230	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust. Release filed (no security interest)
FLEXSTYLE	76-286,668	2,748,206	20030805	BI Properties I Inc.	
FREESTYLE	72-422,253	960,992	19730612	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
FUTURA STRETCH 2000	75-108,274	2,145,294	19980317	BI Properties I Inc.	
GENTLE TOUCH	73-425,180	1,292,356	19840828	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
GLACIALE (Stylized)	72-227,002	808,890	19660524	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
HEATHERWOOD	72-198,935	792,622	19650713	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
HERITAGE PLUS	73-724,072	1,521,912	19890124	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
HF & Design	75-731,413	2,384,239	20000905	BI Properties I Inc.	
HI TECH EURO STRETCH	75-150,913	2,215,038	19981229	Listed as EI (sic) Properties, Inc.	
HUG BUNNY	73-743,129	1,528,336	19890307	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
HYDROFUSION	75-603,596	2,418,180	20010102	BI Properties I Inc.	
HYDROVEIL	78-240,101	NA	NA	BI Properties I Inc.	
HYDROZONE	75-351,501	2,269,679	19990810	BI Properties I Inc.	
ISOTHERM	76-343,001	2,730,387	20030624	BI Properties I Inc.	
KLOPPMAN	72-068,149	697,510	19600510	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					Security Interest filed)
LANDSLIDE	72-212,124	796,808	19650928	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
LE CHUTE	73-014,158	1,000,561	19741231	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
LEAN ON KLOPMAN	72-155,618	754,276	19630806	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
LIQUID SAND	75-454,148	2,358,311	20000613	BI Properties I Inc.	
M.C.S.	75-862,936	2,393,660	20001010	BI Properties I Inc.	
M.C.S. MOISTURE CONTROL SYSTEM	75-314,234	2,218,338	19990119	Listed as EI (sic) Properties I Inc.	
M.E.T.	75-936,742	2,415,987	20001226	BI Properties I Inc.	
MAGI SEW	72-151,144	751,351	19630618	BI Properties I Inc.	3/26/92 - Chemical Bank (no release

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					recorded)
MAXI-BLUE	73-368,130	1,243,699	19830628	BI Property I Inc.	3/26/92 - Chemical Bank (no release filed)
MAXIMA	72-448,954	978,690	19740212	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
MICROMOVE	74-291,694	1,797,054	19931005	BI Properties I Inc.	
MILK 'N' HONEY	72-170,841	766,793	19640317	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
MIXED ELEMENTS TECHNOLOGY	75-603,598	2,396,982	20001024	BI Properties I Inc.	
MOHARA	72-170,984	770,877	19640602	BI Properties I Inc.	
MOHARA	72-170,165	769,220	19640505	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
MOORESVILLE & Design	72-288,595	858,995	19681022	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
PACE SETTER	71-461,797	404,306	19431116	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					Trust release filed (no Security Interest filed)
PASSWORD	72-200,737	789,740	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
PELLURA	76-244,969	2,589,888	20020702	BI Properties I Inc.	
PIMLICO	72-200,738	795,623	19650907	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
PIVOT	72-216,838	807,843	19660503	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
PROMENADE	73-062,680	1,059,933	19770222	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust (no Security Interest filed)
RAEFLEX (Stylized)	75-574,123	2,394,123	20001010	BI Properties I Inc.	
RAEFORD	72-032,209	661,094	19580429	BI Properties I Inc.	3/26/92 - Chemical Bank (no release)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					recorded)
RAEPEL	75-642,922	2,319,275	20000215	BI Properties I Inc.	
REBUFF	72-166,810	763,602	19640121	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
RESTORA	72-153,933	777,463	19640922	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
ROXBURGHE	75-291,084	2,215,365	19981229	Listed as EI (sic) Properties I Inc.	
ROXBURGHE	75-296,910	2,451,206	20010515	BI Properties I Inc.	
SOFTFLO	75-471,874	2,289,616	19991026	BI Properties I Inc.	
SONATA	72-179,906	777,471	19640922	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
SUNSPARK	71-553,450	520,398	19500131	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
SUPERBREEZE (Stylized)	72-199,022	792,309	19650706	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
SWING EASY	72-200,744	789,744	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
SYNATURAL	76-192,249	2,580,213	20020611	BI Properties I Inc.	
TAILOR'S CHOICE	73-372,119	1,262,441	19831227	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
TEXAS POPLIN	72-200,742	797,382	19651005	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
THE MARK OF PROFESSIONAL IMAGE	75-557,987	2,423,845	20010123	BI Properties I Inc.	
TURNING POINT	73-003,066	1,002,841	19750128	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
ULTRA WEAVES	74-461,204	1,906,583	19950718	BI Properties I Inc.	
ULTRA WEAVES (Stylized)	74-461,207	1,924,660	19951003	BI Properties I Inc.	

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
ULTRERX	73-614,776	1,445,228	19870630	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (but no Security Interest filed)
VERSA TWILL (Stylized)	72-199,169	794,851	19650824	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
VERSATECH	73-819,777	1,594,293	19900501	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 release from Bankers Trust Company (but no Security Interest filed)
VOLTAGE	72-209,184	794,860	19650824	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
WAYFARER	75-112,477	2,160,858	19980526	BI Properties I Inc.	
WERE OUT THERE WITH YOU	75-413,710	2,218,886	19990119	BI Properties I Inc.	
WHISPER FLANNEL	73-053,315	1,060,337	19770301	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (but

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
WONDA-BREEZE (Stylized)	72-199,170	792,310	19650706	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
WOVEN AIR	76-326,624	2,607,478	20020813	BI Properties I Inc.	
XALT	75-225,966	2,186,725	19980901	Listed as EI (sic) Properties I Inc.	
XALT	75-978,990	2,327,388	20000307	BI Properties I Inc.	
XALT	75-225,965	2,536,895	20020205	BI Properties I Inc.	
XALT & Design	75-978,994	2,339,304	20000404	BI Properties I Inc.	
XALT & Design	75-233,501	2,188,477	19980908	Listed as EI (sic) Properties I Inc.	
XALT XTREME ALLWEATHER LAMINATE TECHNOLOGY	75-226,889	2,198,981	19981020	Listed as EI (sic) Properties I Inc.	
XALT XTREME ALLWEATHER LAMINATE TECHNOLOGY	75-226,812	2,314,846	20000201	BI Properties I Inc.	
X-ITE BURLINGTON INNOVATION TECHNOLOGY EXCITEMENT	76-046,780	2,446,516	20010424	BI Properties I Inc.	

DENIM DIVISION TRADEMARKS - UNITED STATES

Owner - BI PROPERTIES I INC.

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
BGD	75-256,884	2,215,273	19981229	Listed as BI (sic) Properties I Inc.	
BURLINGTON GLOBAL DENIM	75-524,711	2,383,925	20000905	BI Properties I Inc.	
BURLINGTON GLOBAL DENIM	75-524,710	2,388,387	20000919	BI Properties I Inc.	
BURLINGTON GLOBAL DENIM & Design	75-524,713	2,305,676	20000104	BI Properties I Inc.	
BURLINGTON GLOBAL DENIM & Design	75-524,712	2,305,675	20000104	BI Properties I Inc.	
DENIM APPAREL SERVICES & Design	76-066,780	2,479,697	20010821	BI Properties I Inc.	
EXPANDRA	72-150,356	751,346	19630618	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
IT ALL STARTS HERE	74-595,095	2,051,235	19970408	BI Properties I Inc.	
NS2D	75-676,284	2,451,767	20010515	BI Properties I Inc.	
RAW-FIT	75-528,975	2,379,967	20000822	BI Properties I Inc.	
RAW-FIT	75-518,671	2,366,974	20000711	BI Properties I Inc.	

BURLINGTON HOUSE DIVISION TRADEMARKS - UNITED STATES

Owner - BI PROPERTIES I INC.

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
ALANTE	73-721,836	1,521,877	19890124	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
AMERICAN LIFESTYLE	75-523,005	2,434,514	20010313	BI Properties I Inc. to Springs Industries, Inc. as a license agreement.	
AMERICAN LIFESTYLE	75-256,525	2,142,617	19980310	BI Properties I Inc.	
BH (stylized)	76-290,095	2,545,029	20020305	BI Properties I Inc.	License to Springs Industries
BURLINGTON CONTRACT FABRICS	78-201,950	NA	NA	BI Properties I Inc.	
BURLINGTON HOUSE	73-002,943	998,002	19741112	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BURLINGTON HOUSE (Stylized)	71-546,359	507,505	19490308	BI Properties I Inc. (later assignment from Cornorant Corporation to Reddy Kilowatt Corporation; wrongfully filed against mark)	3/26/92 - Chemical Bank (no release recorded)
COMFORTWEAVE	78-230,040	NA	NA	BI Properties I Inc.	

BURLINGTON HOUSE DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
GO WITH THE LEADER. YOU'LL SLEEP BETTER	78-188,110	NA	NA	BI Properties I Inc.	
HOMeward BOUND	74-536,021	2,079,567	19970715	BI Properties I Inc.	
HOMeward BOUND	74-536,020	2,072,131	19970617	BI Properties I Inc.	
MOISTURE-BLOC	78-172,242	NA	NA	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
MONITOR 266	73-641,907	1,472,341	19880112	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
PERFECT TOUCH	74-728,123	2,217,532	19990112	Listed as EI (sic) Properties I Inc.	
PERFORMANCE CONTROL SYSTEM	76-482,535	NA	NA	BI Properties I Inc.	

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS – UNITED STATES

Owner – BURLINGTON INDUSTRIES, INC.

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
JEZEBEL	72-267,094	840,081	19671205	Burlington Industries, Inc.	3/26/92 – Chemical Bank (no release filed); 12/27/93 – Bankers Trust release filed (no Security Interest filed)

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of November 10, 2003, is by and between BI PROPERTIES I INC. ("Debtor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, in its capacity as agent ("Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, WLR Burlington Finance Acquisition LLC, a Delaware corporation, and WLR Apparel Fabric Properties, Inc., a Delaware corporation (each a "Borrower", and collectively, "Borrowers"), Debtor, Secured Party and Lenders have entered or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Financing Agreement, dated as of the date hereof, by and among Secured Party, Lenders, and Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "CIT Financing Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guaranty (as defined below) and this Agreement (all of the foregoing, together with the CIT Financing Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor has absolutely and unconditionally Guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrowers to Secured Party acting for and on behalf of the Lenders as set forth in the Guaranty, dated as of the date hereof, by Debtor in favor of Secured Party on behalf of itself and the Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty");

WHEREAS, in order to induce Secured Party and Lenders to enter into the CIT Financing Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party and Lenders certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party and Lenders a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party on behalf of Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and Lenders and their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guaranty, this Agreement, the CIT Financing Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the CIT Financing Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or

indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party and Lenders (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the CIT Financing Agreement, (ii) the security interests permitted under the CIT Financing Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the CIT Financing Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party and Lenders to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party on behalf of itself and Lenders to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party on behalf of itself and Lenders or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other

country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party and Lenders hereunder.

(g) Secured Party on behalf of itself and Lenders may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party and Lenders to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the CIT Financing Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party and Lenders thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party and Lenders any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party and Lenders to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party and Lenders immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including,

without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party and Lenders if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the CIT Financing Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party on behalf of itself and Lenders pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the CIT Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the CIT Financing Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and Lenders, whether provided under this Agreement, the CIT Financing Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party and Lenders shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party and Lenders may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party and Lenders may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party on behalf of itself and Lenders by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party and Lenders may determine.

(b) Secured Party and Lenders may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party and Lenders shall in their discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party and Lenders may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party and Lenders shall have the power to buy the Collateral or any part thereof, and Secured Party and Lenders shall also have the power to execute assurances and perform all other acts which Secured Party and Lenders may, in their discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party and Lenders may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party and Lenders may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses

thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party set forth in the CIT Financing Agreement.

(f) Debtor shall supply to Secured Party and Lenders or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party and Lenders to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the

same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR, SECURED PARTY AND LENDERS EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR, SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR, SECURED PARTY AND EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR, SECURED PARTY AND LENDERS TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party and Lenders that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: BI Properties I, Inc.
3330 West Friendly Avenue
Greensboro, North Carolina 27410
Attention: Corporate Counsel

If to Secured Party: The CIT Group/Commercial Services, Inc.
1211 Avenue of the Americas
New York, New York 10036
Attention: Region Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, Lender and Borrower pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party and Lenders of any right, power and/or remedy on any one occasion shall

not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party and Lenders would otherwise have on any future occasion, whether similar in kind or otherwise.

IN WITNESS WHEREOF, Debtor and Secured Party on behalf of itself and Lenders have executed this Agreement as of the day and year first above written.

BI PROPERTIES I, INC.

By: _____

Title: _____

Secretary


THE CIT GROUP/COMMERCIAL SERVICE,
INC., as Agent

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this 10th day of November, 2003, before me personally came Michael Gibbons, to me known, who being duly sworn, did depose and say, that he is the Secretary of WLR Burlington Finance Acquisition LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

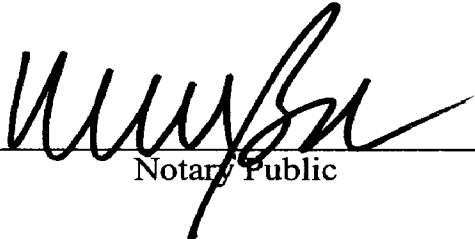


Notary Public

MITCHELL M. BRAND
Notary Public, State of New York
No. 4832584
Qualified in Westchester County
Commission Expires March 30, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this 10th day of November, 2003, before me personally came Richard Lyons, to me known, who, being duly sworn, did depose and say, that he is a Vice President of The CIT Group/Commercial Services, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto with the consent of the members thereof.



Notary Public

MITCHELL M. BRAND
Notary Public, State of New York
No. 4832584
Qualified in Westchester County
Commission Expires March 30, 2007

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

SEE SCHEDULE ATTACHED

A- 1

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Owner - BI PROPERTIES I INC.

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
3-D	74-263,607	1,733,146	19921117	BI Properties I Inc.	
A FABRIC YOU CAN LEAN ON BY KLOPMAN	72-234,569	819,166	19661122	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
ABBOTSFORD	75-570,594	2,386,362	20000912	BI Properties I Inc.	
ACROBAT	72-168,330	764,768	19640211	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
ACTION CLOTH	73-375,893	1,245,347	19830712	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
AETERNUS	75-116,950	2,052,787	19970415	BI Properties I Inc.	
ALLA PARI	75/735,978	2,496,866	20011009		
AUTHENTECH COLLECTION	76-268,662	NA	NA	BI Properties I Inc.	
B BURLINGTON	76-550,675	NA	NA	BI Properties I Inc.	
B CASUAL	None assigned yet	NA	NA	BI Properties I Inc.	
B SPORTY	None assigned yet	NA	NA	BI Properties I Inc.	

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
	assigned yet				
B.T.T.BURLINGTON THICK & THIN (stylized)	75-615,264	2,453,721	20010522	BI Properties I Inc.	
BELFILO	72-447,862	988,492	19740716	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BENT GRASS	75-381,805	2,375,715	20000808	BI Properties I Inc.	
BIOGUARD	76-287,497	NA	NA	BI Properties I Inc.	
BIOGUARD	73-691,745	1,509,270	19881018	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BIO-WEAVE	78-170,273	NA	NA	BI Properties I Inc.	
BLOCKER	74-653,699	2,120,204	19971209	BI Properties I Inc.	
BON VIVANT	72-240,150	825,357	19670307	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
BRIARGAB	72-198,710	791,903	19650629	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust (but no Security Interest filed)
BRIGHT CLOUD	72-198,712	791,904	19650629	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS – UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
BURLANA	76-287,306	NA	NA	BI Properties I Inc.	
BURLINGTON	76-116,071	2,482,324	20010828	BI Properties I Inc.	
BURLINGTON	75-676,282	2,374,803	20000808	BI Properties I Inc.	
BURLINGTON	75-180,542	2,147,243	19980331	BI Properties I Inc.	
BURLINGTON	71-541,075	504,523	19481130	BI Properties I Inc.	3/26/92 – Chemical Bank (no release recorded)
BURLINGTON & Design	75-841,448	2,389,944	20000926	BI Properties I Inc.	
BURLINGTON & Design	72-283,979	855,164	19680820	BI Properties I Inc.	3/26/92 – Chemical Bank (no release filed)
BURLINGTON & Design	72-283,977	855,166	19680820	BI Properties I Inc.	3/26/92 – Chemical Bank (no release filed)
BURLINGTON (Stylized)	71-541,074	504,046	19481116	BI Properties I Inc.	3/26/92 – Chemical Bank (no release recorded)
BURLINGTON (Stylized)	71-131,490	138,483	19201228	BI Properties I Inc.	3/26/92 – Chemical Bank (no release recorded)
BURLINGTON YZONE	75-798,803	2,432,314	20010227	BI Properties I Inc.	
BURMILAIRE	71-561,288	514,244	19490823	BI Properties I Inc.	3/26/92 – Chemical Bank (no release recorded)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
BY PLAY	72-200,758	789,756	19650518	BI Properties I Inc.	recorded) 3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
C CLASS	76-263,767	2,658,409	20021210	BI Properties I Inc.	
C1	76-268,664	2,662,094	20021217	BI Properties I Inc.	
C2	76-343,024	2,723,432	20030610	BI Properties I Inc.	
C3	76-263,714	2,723,246	20030610	BI Properties I Inc.	
C4	76-263,713	2,662,057	20021217	BI Properties I Inc.	
C5	76-263,774	2,662,058	20021217	BI Properties I Inc.	
CA	76-263,766	2,658,408	20021210	BI Properties I Inc.	
CALYXA	73-049,695	1,033,083	19760210	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust. Release filed (but no security interest)
CATAPULT	72-185,422	779,522	19641103	BI Properties I Inc.	3/26/92 - Chemical Bank (no release

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
CITY TALK	72-200,753	789,751	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
COCOONA	72-241,634	824,497	19670221	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
COUNTRY FASHION	72-200,752	789,750	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
COUNTRY MANNER (Stylized)	71-507,389	433,044	19470923	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
DEALERS CHOICE	72-198,831	792,305	19650706	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
DESIGN	76-116,070	NA	NA	BI Properties I Inc.	
DESIGN	75-624,021	2,342,955	20000418	BI Properties I Inc.	
DESIGN	72-173,469	770,899	19640602	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					Trust release filed (no Security Interest filed)
DOVE TOUCH	72-200,750	789,748	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
DURA-TUF	73-606,760	1,453,237	19870818	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
DUREPEL	73-633,022	1,445,808	19870707	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (but no security interest filed)
EASY LIVING	72-188,330	787,844	19650406	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
FAIR & SQUARE	72-200,759	789,757	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
FAIRWAY	72-200,760	817,445	19661025	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					Trust release (but no Security Interest filed)
FANTASUEDE	75-403,582	2,293,435	19991116	BI Properties I Inc.	
FELICIEN (Stylized)	71-183,097	183,631	19240506	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
FLEXIQUE	73-216,402	1,145,060	19801230	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust. Release filed (no security interest)
FLEXSTYLE	76-286,668	2,748,206	20030805	BI Properties I Inc.	
FREESTYLE	72-422,253	960,992	19730612	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
FUTURA STRETCH 2000	75-108,274	2,145,294	19980317	BI Properties I Inc.	
GENTLE TOUCH	73-425,180	1,292,356	19840828	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
GLACIALE (Stylized)	72-227,002	808,890	19660524	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
HEATHERWOOD	72-198,935	792,622	19650713	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
HERITAGE PLUS	73-724,072	1,521,912	19890124	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
HF & Design	75-731,413	2,384,239	20000905	BI Properties I Inc.	
HI TECH EURO STRETCH	75-150,913	2,215,038	19981229	Listed as EI (sic) Properties, Inc.	
HUG BUNNY	73-743,129	1,528,336	19890307	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
HYDROFUSION	75-603,596	2,418,180	20010102	BI Properties I Inc.	
HYDROVEIL	78-240,101	NA	NA	BI Properties I Inc.	
HYDROZONE	75-351,501	2,269,679	19990810	BI Properties I Inc.	
ISOTHERM	76-343,001	2,730,387	20030624	BI Properties I Inc.	
KLOPMAN	72-068,149	697,510	19600510	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					Security Interest filed)
LANDSLIDE	72-212,124	796,808	19650928	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
LE CHUTE	73-014,158	1,000,561	19741231	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
LEAN ON KLOPMAN	72-155,618	754,276	19630806	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
LIQUID SAND	75-454,148	2,358,311	20000613	BI Properties I Inc.	
M.C.S.	75-862,936	2,393,660	20001010	BI Properties I Inc.	
M.C.S. MOISTURE CONTROL SYSTEM	75-314,234	2,218,338	19990119	Listed as EI (sic) Properties I Inc.	
M.E.T.	75-936,742	2,415,987	20001226	BI Properties I Inc.	
MAGI SEW	72-151,144	751,351	19630618	BI Properties I Inc.	3/26/92 - Chemical Bank (no release

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					recorded)
MAXI-BLUE	73-368,130	1,243,699	19830628	BI Property I Inc.	3/26/92 - Chemical Bank (no release filed)
MAXIMA	72-448,954	978,690	19740212	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release (but no Security Interest filed)
MICROMOVE	74-291,694	1,797,054	19931005	BI Properties I Inc.	
MILK 'N' HONEY	72-170,841	766,793	19640317	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
MIXED ELEMENTS TECHNOLOGY	75-603,598	2,396,982	20001024	BI Properties I Inc.	
MOHARA	72-170,984	770,877	19640602	BI Properties I Inc.	
MOHARA	72-170,165	769,220	19640505	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
MOORESVILLE & Design	72-288,595	858,995	19681022	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
PACE SETTER	71-461,797	404,306	19431116	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					Trust release filed (no Security Interest filed)
PASSWORD	72-200,737	789,740	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
PELLURA	76-244,969	2,589,888	20020702	BI Properties I Inc.	
PIMLICO	72-200,738	795,623	19650907	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
PIVOT	72-216,838	807,843	19660503	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
PROMENADE	73-062,680	1,059,933	19770222	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust (no Security Interest filed)
RAEFLEX (Stylized)	75-574,123	2,394,123	20001010	BI Properties I Inc.	
RAEFORD	72-032,209	661,094	19580429	BI Properties I Inc.	3/26/92 - Chemical Bank (no release)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
					recorded)
RAEPEL	75-642,922	2,319,275	20000215	BI Properties I Inc.	
REBUFF	72-166,810	763,602	19640121	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
RESTORA	72-153,933	777,463	19640922	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
ROXBURGHE	75-291,084	2,215,365	19981229	Listed as EI (sic) Properties I Inc.	
ROXBURGHE	75-296,910	2,451,206	20010515	BI Properties I Inc.	
SOFTFLO	75-471,874	2,289,616	19991026	BI Properties I Inc.	
SONATA	72-179,906	777,471	19640922	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
SUNSPARK	71-553,450	520,398	19500131	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
SUPERBREEZE (Stylized)	72-199,022	792,309	19650706	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
SWING EASY	72-200,744	789,744	19650518	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
SYNATURAL	76-192,249	2,580,213	20020611	BI Properties I Inc.	
TAILOR'S CHOICE	73-372,119	1,262,441	19831227	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
TEXAS POPLIN	72-200,742	797,382	19651005	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
THE MARK OF PROFESSIONAL IMAGE	75-557,987	2,423,845	20010123	BI Properties I Inc.	
TURNING POINT	73-003,066	1,002,841	19750128	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
ULTRA WEAVES	74-461,204	1,906,583	19950718	BI Properties I Inc.	
ULTRA WEAVES (Stylized)	74-461,207	1,924,660	19951003	BI Properties I Inc.	

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
ULTREX	73-614,776	1,445,228	19870630	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (but no Security Interest filed)
VERSA TWILL (Stylized)	72-199,169	794,851	19650824	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
VERSATECH	73-819,777	1,594,293	19900501	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 release from Bankers Trust Company (but no Security Interest filed)
VOLTAGE	72-209,184	794,860	19650824	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
WAYFARER	75-112,477	2,160,858	19980526	BI Properties I Inc.	
WE'RE OUT THERE WITH YOU	75-413,710	2,218,886	19990119	BI Properties I Inc.	
WHISPER FLANNEL	73-053,315	1,060,337	19770301	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (but

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
WONDA-BREEZE (Stylized)	72-199,170	792,310	19650706	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)
WOVEN AIR	76-326,624	2,607,478	20020813	BI Properties I Inc.	
XALT	75-225,966	2,186,725	19980901	Listed as EI (sic) Properties I Inc.	
XALT	75-978,990	2,327,388	20000307	BI Properties I Inc.	
XALT	75-225,965	2,536,895	20020205	BI Properties I Inc.	
XALT & Design	75-978,994	2,339,304	20000404	BI Properties I Inc.	
XALT & Design	75-233,501	2,188,477	19980908	Listed as EI (sic) Properties I Inc.	
XALT XTREME ALLWEATHER LAMINATE TECHNOLOGY	75-226,889	2,198,981	19981020	Listed as EI (sic) Properties I Inc.	
XALT XTREME ALLWEATHER LAMINATE TECHNOLOGY	75-226,812	2,314,846	20000201	BI Properties I Inc.	
X-ITE BURLINGTON INNOVATION TECHNOLOGY EXCITEMENT	76-046,780	2,446,516	20010424	BI Properties I Inc.	

DENIM DIVISION TRADEMARKS - UNITED STATES

Owner - BI PROPERTIES I INC.

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
BGD	75-256,884	2,215,273	19981229	Listed as EI (sic) Properties I Inc.	
BURLINGTON GLOBAL DENIM	75-524,711	2,383,925	20000905	BI Properties I Inc.	
BURLINGTON GLOBAL DENIM	75-524,710	2,388,387	20000919	BI Properties I Inc.	
BURLINGTON GLOBAL DENIM & Design	75-524,713	2,305,676	2000104	BI Properties I Inc.	
BURLINGTON GLOBAL DENIM & Design	75-524,712	2,305,675	2000104	BI Properties I Inc.	
DENIM APPAREL SERVICES & Design	76-066,780	2,479,697	20010821	BI Properties I Inc.	
EXPANDRA	72-150,356	751,346	19630618	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
IT ALL STARTS HERE	74-595,095	2,051,235	19970408	BI Properties I Inc.	
NS2D	75-676,284	2,451,767	20010515	BI Properties I Inc.	
RAW-FIT	75-528,975	2,379,967	20000822	BI Properties I Inc.	
RAW-FIT	75-518,671	2,366,974	20000711	BI Properties I Inc.	

BURLINGTON HOUSE DIVISION TRADEMARKS – UNITED STATES

Owner – BI PROPERTIES I INC.

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
ALANTE	73-721,836	1,521,877	19890124	BI Properties I Inc.	3/26/92 – Chemical Bank (no release filed)
AMERICAN LIFESTYLE	75-523,005	2,434,514	20010313	BI Properties I Inc. to Springs Industries, Inc. as a license agreement.	
AMERICAN LIFESTYLE	75-256,525	2,142,617	19980310	BI Properties I Inc.	
BH (stylized)	76-290,095	2,545,029	20020305	BI Properties I Inc.	License to Springs Industries
BURLINGTON CONTRACT FABRICS	78-201,950	NA	NA	BI Properties I Inc.	
BURLINGTON HOUSE	73-002,943	998,002	19741112	BI Properties I Inc.	3/26/92 – Chemical Bank (no release filed)
BURLINGTON HOUSE (Stylized)	71-546,359	507,505	19490308	BI Properties I Inc. (later assignment from Cormorant Corporation to Reddy Kilowatt Corporation; wrongfully filed against mark)	3/26/92 – Chemical Bank (no release recorded)
COMFORTWEAVE	78-230,040	NA	NA	BI Properties I Inc.	

BURLINGTON HOUSE DIVISION TRADEMARKS - UNITED STATES

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
GO WITH THE LEADER. YOU'LL SLEEP BETTER	78-188,110	NA	NA	BI Properties I Inc.	
HOMEWARD BOUND	74-536,021	2,079,567	19970715	BI Properties I Inc.	
HOMEWARD BOUND	74-536,020	2,072,131	19970617	BI Properties I Inc.	
MOISTURE-BLOC	78-172,242	NA	NA	BI Properties I Inc.	3/26/92 - Chemical Bank (no release recorded)
MONITOR 266	73-641,907	1,472,341	19880112	BI Properties I Inc.	3/26/92 - Chemical Bank (no release filed)
PERFECT TOUCH	74-728,123	2,217,532	19990112	Listed as EI (sic) Properties I Inc.	
PERFORMANCE CONTROL SYSTEM	76-482,535	NA	NA	BI Properties I Inc.	

BURLINGTON APPAREL FABRIC DIVISION TRADEMARKS - UNITED STATES

Owner - BURLINGTON INDUSTRIES, INC.

Mark	App. No.	Reg. No.	Date Reg.	Owner	Sec. Int.
JEZEBEL	72-267,094	840,081	19671205	Burlington Industries, Inc.	3/26/92 - Chemical Bank (no release filed); 12/27/93 - Bankers Trust release filed (no Security Interest filed)

Exhibit B
Licenses

Trademark License Agreement, dated May 31, 2002, by and among Burlington Industries, Inc., BI Properties I Inc. and Springs Industries, Inc.

License Agreement, dated as of June 28, 2002, by and among Burlington Industries, Inc., BI Properties I Inc. and Tietex Creations.

License Agreement, dated February 14, 2001, by and among BI Properties I Inc., Burlington Industries, Inc. and Yanoor Corp.

License Agreement, effective as of November 10, 2003, by and between BI Properties I Inc. and WLR Burlington Finance Acquisition LLC.

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that BI Properties I, Inc. (“Debtor”), having an office at 3330 West Friendly Avenue, Greensboro, North Carolina 27410, hereby appoints and constitutes, severally, THE CIT GROUP/COMMERCIAL SERVICES, INC. (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: November __, 2003

BI PROPERTIES I, INC.

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of _____, _____, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public