

4/27/04

04-30-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

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

1. Name of conveying party(ies): Dan River, Inc.
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State Georgia
[ ] Other
Additional name(s) of conveying party(ies) attached? [x] Yes [ ] No

2. Name and address of receiving party(ies)
Name: Deutsche Bank Trust Co. Americas
Internal Address: Mail Drop JCY05-0511
Street Address: 90 Hudson Street
City: Jersey City State: NJ Zip: 07302
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[x] Corporation-State New York
[ ] 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
[x] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: 04/01/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2534395, etc.
Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Chester Rothstein, Esq.
Internal Address: Amster, Rothstein & Ebenstein
Street Address: 90 Park Avenue
City: New York State: NY Zip: 10016

6. Total number of applications and registrations involved: 66
7. Total fee (37 CFR 3.41).....\$ 1665.00
[x] Enclosed
[ ] Authorized to be charged to deposit account
8. Deposit account number: 011785; use ONLY if necessary

DO NOT USE THIS SPACE

9. Signature.
Chester Rothstein Name of Person Signing
[Signature] Signature
April 27, 2004 [29684/3] Date

Total number of pages including cover sheet, attachments, and document: 28

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

5/2/04 10:00:00 AM 00000045 2534395
1:33:01 40.00
1:35:01 1625.00

APR 27 AM 8:04
COMM/FINANCE

TRADEMARK REEL: 002967 FRAME: 0244

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

1. Additional names of conveying parties:

- a) Dan River Factory Stores, Inc.
- b) The Bibb Company LLC
- c) Dan River International Limited

TRADEMARKS

Dan River, Inc.

Trademark	Registration No.	Serial No.	Filing Date	Registration Date	Comments
Rivercrest		78/163048	September 11, 2002		
Supreme		76/533334	July 18, 2003		
Dimensions					
Bedtime Pals		76/532696	July 16, 2003		
Bed-In-A-Bag		76/529287	July 2, 2003		
Dan River		76/365532	January 31, 2002		
Sportzone					
DR	2658804	76/316092	September 24, 2001	December 10, 2002	
(& Design)					
N Focus		76/209564	February 8, 2001		
Bed In A Bag		76/154190	October 26, 2000		
Extras					
Teen Central	2705120	76/107483	August 10, 2000	April 8, 2003	
Sunweave	2613245	76/038498	May 2, 2000	August 27, 2002	
Everything You	2458496	75/805838	September 22, 1999	June , 2001	
Need To					
Decorate Your					
Bedroom					
Bed-In-A-Bag-	2571912	75/805837	September 22, 1999	May 21, 2002	
Decor					
Casual Kids	2534395	75/366580	October 1, 1997	January 29, 2002	
Metroglo	2118000	75/211538	December 11, 1996	December 2, 1997	
Dan River	1968882	74/522979	May 2, 1994	April 16, 1996	
Kindercotton					

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My Snuggle Pillow	1917299	74/455096	November 8, 1993	September 5, 1995
Bedroom-In-A-Bag	2090184	74/453434	October 27, 1993	August 19, 1997
Magellan	1861850	74/438321	September 21, 1993	November 8, 1994
Vasco	1861849	74/438320	September 21, 1993	November 8, 1994
Bed In A Bag	2113088	74/300169	August 3, 1992	November 11, 1007
Sheet Set	19644833	74/287288	June 19, 1992	April 2, 1996
Comforter Bed Skirt				
Pillowshams (s)				
Bed In A Bag				
Has Everything You Need To Dress Your Bed				
Everything You Need To Dress Your Bed	1708267	74/229591	December 10, 1991	August 18, 1992
Bed In A Bag (& Design)	2021550	74/229585	December 10, 1991	December 10, 1996
Bed-In-A-Bag	2003752	74/190865	July 31, 1991	September 24, 1996
Dancheck	1630114	74/038509	March 14, 1990	January 1, 2001
Criterion	1469116	73/658933	May 4, 1987	December 15, 1987
University Oxford	1359270	73/488797	July 9, 1984	September 10, 1985
Ideal Chambray	1327060	73/473168	April 2, 1984	March 26, 1985
Riverview	1055149	73/084632	April 21, 1976	December 28, 1976
Dan River	0910163	72/370498	September 14, 1970	March 16, 1971
Dan River	0910143	72/370497	September 14, 1970	March 16, 1971
DR	0901599	72/353616	March 10, 1970	October 27, 1970
Dan River	0812258	72/218618	May 12, 1965	August 2, 1966
Sun-Weave	0806026	72/218617	May 12, 1965	March 22, 1966
Lucern	0794496	72/208552	December 21, 1964	August 17, 1965
Winterweave	0794140	72/207479	December 4, 1964	August 10, 1965

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Dan-Press	0786082	72/195207	June 9, 1964	March 2, 1965
Danvella	0778556	72/184219	January 8, 1964	October 13, 1964
Danlin	0774206	72/177401	September 20, 1963	July 28, 1964
Oxspout	0773240	72/176171	September 3, 1963	July 14, 1964 security interest to Bank of America N.T. & S.A.
Dantweed	0781450	72/176169	September 3, 1963	December 8, 1964
Dantweed	0765585	72/169112	May 17, 1963	February 25, 1964
Royal Dan	0779491	72/168592	May 10, 1963	November 3, 1964
Royal Dan	0763190	72/166530	April 11, 1963	January 14, 1964
Dan River Designer Fabrics	0758990	72/118420	April 24, 1961	October 22, 1963
Dansheer	0604523	71/666648	May 19, 1954	April 12, 1955
Wrinkl-Shed (& Design)	0607067	71/620956	November 7, 1951	June 7, 1955
Wrinkl-Shed	0560250	71/620955	November 7, 1951	June 17, 1952
Dantwill	0420303	71/489361	October 3, 1945	April 2, 1946
Dan River (& Design)	0407813	71/467171	February 4, 1944	June 27, 1944
DR (& Design)	0402819	71/454311	July 18, 1942	August 17, 1983
Ripplespun	0397444	71/451118	February 20, 1942	September 8, 1942
Riverside (& Design)	0073903	71/039952	January 16, 1909	June 1, 1909

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TRADEMARKS

The Bibb Company

Trademark	Registration No.	Serial No.	Filing Date	Registration Date	Comments
Casual Kids	2534395	75/366580	October 1, 1997	January 29, 2002	
Royalton Marquis Home Collection	2530082	75/332868	July 30, 1997	January 15, 2002	
Forever Young	2432091	75/566989	October 8, 1998	February 27, 2001	
Shades (& Design)	2355668	75/332867	July 30, 1997	June 6, 2000	
Young At Heart	2129415	75/078591	March 25, 1996	January 13, 1998	
My Snuggle Pillow	1917299	74/455096	November 8, 1993	September 5, 1995	
Royalton	1779383	74/111859	November 2, 1990	June 29, 1993	
Esterweld	1536425	73/732735	June 3, 1998	April 25, 1989	
Dreamstyles	1412402	73/589892	March 25, 1986	October 7, 1986	
Cotton Soft	1302228	73/427200	May 23, 1983	October 23, 1984	
T.S.P.	1262444	73/390271	September 27, 1982	December 27, 1983	
Bibb (& design)	0808152	72/227748	September 14, 1965	May 10, 1966	

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, the undersigned signatories (the "**Grantors**") own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, DAN RIVER INC., a Georgia corporation, as debtor and debtor in ("**Borrower**") has entered into a Post-Petition Credit Agreement dated as of April 1, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Deutsche Bank Trust Company Americas, as Administrative Agent for the Lenders (in such capacity, the "**Secured Party**"), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower; and

**WHEREAS**, pursuant to the terms of a Guarantee and Security Agreement dated as of April 1, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between the Grantors and the Secured Party, each Grantor has agreed to create in favor of the Secured Party a secured and protected interest in, and the Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to the Secured Party, for the benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by each Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in **Schedule A**) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in **Schedule A**) (the "**Trademark Registrations**"), all common law and other rights (but in

no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof or an additional insured thereunder), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor’s rights or interests in any license, contract or agreement to which such Grantor is a party (other than any such license, contract or agreement in respect of which each other party is an Affiliate of such Grantor) or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which such Grantor is a party (but only to the extent such terms are not rendered ineffective by the provisions of Sections 9-406, 9-407 or 9-408 of the UCC); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

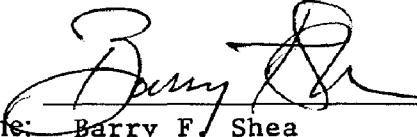
[Signature Page Follows]



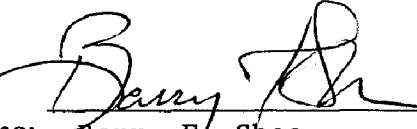
IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized.

**GRANTORS:**

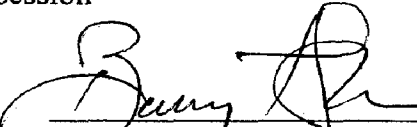
DAN RIVER INC.,  
a Georgia corporation, as debtor and debtor and  
possession, as the Borrower

By:   
Name: Barry F. Shea  
Title: SVP-CFO

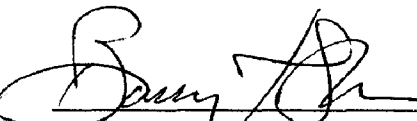
DAN RIVER INTERNATIONAL LTD.,  
a Virginia corporation, as debtor and debtor and  
possession

By:   
Name: Barry F. Shea  
Title: SVP-CFO

DAN RIVER FACTORY STORES, INC.,  
a Georgia corporation, as debtor and debtor and  
possession

By:   
Name: Barry F. Shea  
Title: SVP-CFO

THE BIBB COMPANY LLC  
a Delaware Limited Liability Company, as debtor  
and debtor and possession

By:   
Name: Barry F. Shea  
Title: SVP-CFO

Grant of Trademark Security Interest

State of Georgia

County of Fulton

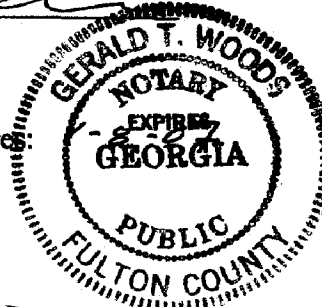
April 1, 2004

Then personally appeared the above named Bany Shea, as EVP + CFO of Dan River Inc., and acknowledged the foregoing instrument to be her free act and deed as EVP + CFO of Dan River Inc., before me, his



Notary Public

My commission expires:



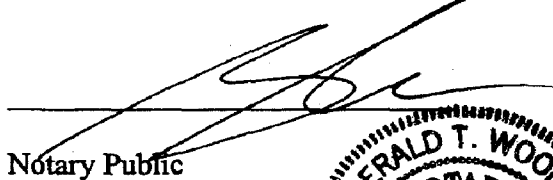
GERALD T WOODS,  
King & Spalding  
191 Peachtree Street  
Atlanta, Georgia 30303  
(404) 572-4786

State of Georgia

County of Fulton

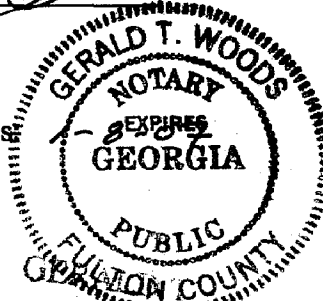
April 1, 2004

Then personally appeared the above named Barry Shea, as EVP + CFO of Dan River International Ltd., and acknowledged the foregoing instrument to be ~~her~~ free act and deed as EVP + CFO of Dan River International Ltd., before me, <sup>her</sup>



Notary Public

My commission expires



King & Spalding  
191 Peachtree Street  
Atlanta, Georgia 30303  
(404) 572-4786

State of Georgia

County of Fulton

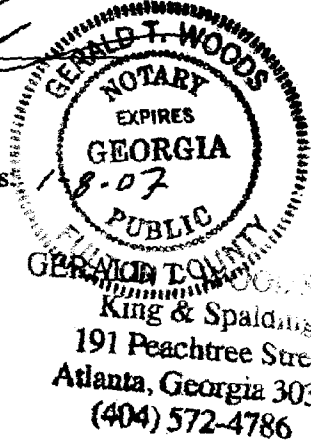
April 1, 2004

Then personally appeared the above named Barry Shea, as EVP - CFO of Dan River Factory Stores, Inc., and acknowledged the foregoing instrument to be her free act and deed as EVP - CFO of Dan River Factory Stores, Inc., before me, me



Notary Public

My commission expires: 1-8-07



State of Georgia

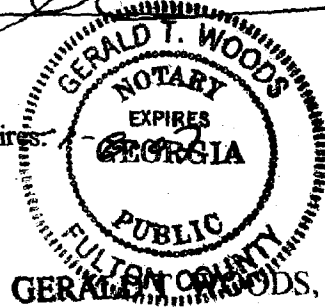
County of Fulton

April, 2004

Then personally appeared the above named Barrage Jean, as CEO & CFO of The Bibb Company LLC, and acknowledged the foregoing instrument to be her free act and deed as CEO & CFO of The Bibb Company LLC, before me,

  
\_\_\_\_\_  
Notary Public

My commission expires:



GERALD T. WOODS,  
King & Spalding  
191 Peachtree Street  
Atlanta, Georgia 30303  
(404) 572-4786

TRADEMARKS

Dan River International

NONE

**TRADEMARKS**

Dan River Factory Stores

NONE

TRADEMARKS

Import Specialists, Inc.

Trademark	Registration No.	Serial No.	Filing Date	Registration Date	Comments
Maison	2543716	75/60518 1	December 14, 1998	March 2, 2002	



PATENTS

The Bibb Company

Patent/Title	Patent No.	Application No.	Filing Date	Issue Date
Stuffed Bear Toy	D308710	105306	October 6, 1987	June 19, 1990
Stuffed Cat Toy	D308557	105307	October 6, 1987	June 12, 1990

PATENTS

Dan River, Inc.

Patent/Title	Patent No.	Application No.	Filing Date	Issue Date
Massy three-dimensional sheet patterning machine		20030181275	September 25, 2003	
Bag for holding and displaying bedding	D480209	165778	August 16, 2002	October 7, 2003
Bag, preferably for bedding/ensemble	D465922	151649	December 7, 2001	November 26, 2002

PATENTS

Dan River International

NONE

PATENTS

Dan River Factory Stores

NONE

PATENTS

Import Specialists, Inc.

NONE

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The Bibb Company

TITLE	REGISTRATION NO.	DATE REGISTERED
Bibb Hospitality	TX-4-314-924	April 15, 1996
Panda pattern	VA-311-052	June 27, 1988

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Dan River Inc.

Title	Registration No.	Date Registered
Dan River's Dictionary of Textile Terms	RE-29-974	July 25, 1951/ August 6 1979
A Dictionary of Textile Terms	TX-491-792	June 13, 1980
A Dictionary of Textile Terms	TX-3-390-674	September 21, 1992
Bed-In-A-Bag ensemble by Dan River : no. 200 thread	VA-919-953	December 28, 1998
[Millennium Moon Dooby]: no. 17530	VA-982-997	November 5, 1999
[Blue Moon Plaid] : no. 17527	VA-982-999	November 5, 1999
Millennium Blue Plaid : pattern 171529	VA-993-955	November 5, 1999
Millennium five point dooby : pattern 17531	VA-1-011-010	November 5, 1999
[Millennium four point dooby] : no. 17528	VA-1-012-683	November 5, 1999
Willow	VA-1-024-520	September 7, 2000
Bed-in-a-bag decor	VA-1-051-053	February 23, 2000
Bed-In-A-Bag Decor : 210 thread	VA-1-054-631	January 11, 2000
Bed-In-A-Bag Decor	VA-1-054-632	January 18, 2000
Belize	VA-1-219-812	March 24, 2003
Floral Pattern 101238	Vau-43-736	August 23, 1982
Carnegie	VA-1-117-601	May 24, 2002
Octagon Patch 101199	Vau-43-737	August 23, 1982

**COPYRIGHTS**

Dan River International

NONE



**COPYRIGHTS**

Dan River Factory Stores

NONE

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Import Specialists, Inc.

Title	Registration No.	Date Registered
Cotton stencil dhurries	VA-157-750	June 18, 1984
Sweethearts	VA-168-535	October 15, 1984
Beachball	VA-168-536	October 15, 1984
Schoolhouse	VA-168-537	October 15, 1984
Eyelet lace	VA-168-538	October 15, 1984
Empire fans	VA-168-539	October 15, 1984
Shooting gallery	VA-168-540	October 15, 1984
Welsh rabbit	VA-168-541	October 15, 1984
Goose	VA-168-542	October 15, 1984
Three little pigs	VA-168-543	October 15, 1984
Cats	VA-168-544	October 15, 1984
Evergreens	VA-168-545	October 15, 1984
Bringing in the flock	VA-168-546	October 15, 1984
Lacquer shadow plaid : [no.] F981	VA-188-981	June 25, 1985
Tartan shadow plaid rag : [no.] F1010	VA-188-982	June 25, 1985
Primary shadow plaid : [no.] F980	VA-188-983	June 25, 1985
The Cat's meow : [no.] B559	VA-270-693	June 25, 1987
Out to pasture : [no.] B558	VA-270-694	June 25, 1987
Choo choo : [no.] B566	VA-270-695	June 25, 1987
Changing lanes : [no.] B555	VA-270-696	June 25, 1987
Leap frog : item no. B565	VA-270-697	June 25, 1987
Painted turtles : item no. B564	VA-270-698	June 25, 1987
Dinosaurs : item no. B572	VA-270-699	June 25, 1987
See how they run : [no.] B563	VA-270-700	June 25, 1987
Apples : item no. J-402	VA-288-664	June 25, 1987

Watermelon square : item no. J-400	VA-288-665	June 25, 1987
Dilly dolly : item no. B571	VA-288-666	June 25, 1987
Duck decoys : item no. B569	VA-288-667	June 25, 1987
Barn storm : item no. B568	VA-288-668	June 25, 1987
Hog wash : item no. B561	VA-288-669	June 25, 1987
Lincoln logs : item no. B566	VA-288-670	June 25, 1987
Texas star : item no. B567	VA-288-671	June 25, 1987
Seashell seas : item no. J-411	VA-288-672	June 25, 1987
Yankee doodle dandy : item no. B-570	VA-288-673	June 25, 1987
Juggling clowns : item no. J-410	VA-288-674	June 25, 1987
Jungle kingdom : item no. J-412	VA-288-675	June 25, 1987
Multiplying rabbits : item no. J-409	VA-288-676	June 25, 1987
Veggies : item no. J-408	VA-288-677	June 25, 1987
Little fishes : item no. J-407	VA-288-678	June 25, 1987
Chel E a chintz : item no. J-405	VA-288-679	June 25, 1987
Fruit salad : item no. J-406	VA-288-680	June 25, 1987
French paisley : item no. J-404	VA-288-681	June 25, 1987
Three little bears : item no. B-534	VA-288-682	June 25, 1987
Give a hoot : item no. B-560	VA-288-683	June 25, 1987
Coco leaves : no. N407	VA-518-478	May 13, 1992
Coco acorn dark : no. N408A	VA-518-479	May 13, 1992
Coco rose doormat : no. N406G	VA-518-480	May 13, 1992
Red apples	VA-523-977	June 24, 1992
Granny smith	VA-523-978	June 24, 1992
Moonstruck	VA-523-979	June 24, 1992
Compass : [no.] N422	VA-549-125	January 29, 1993
Watermelon : [no.] N423	VA-549-126	January 29, 1993
Terra Cotta pots : [no.] N428	VA-549-127	January 29, 1993
Inca : [no.] N427	VA-549-128	January 29, 1993
Wildflowers : no. N424G	VA-549-134	January 29, 1993
Boots : no. N426	VA-549-135	January 29, 1993

Pansies : no. N429	VA-549-136	January 29, 1993
Windsong : no. 425	VA-549-137	January 29, 1993
1994 broom series	VA-597-337	November 25, 1994
[1994 series]	VA-692-525	November 25, 1994
1995 series	VA-789-256	May 6, 1996
May 1996 series	VA-792-782	June 4, 1996
November 1996 series	V Au-384-279	December 12, 1996
Holiday lights : no. 2-B, & other stencil designs	V Au-416-829	May 15, 1998