TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIFI, INC.		05/26/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS AGENT	
Street Address:	300 Galleria Parkway	
Internal Address:	Suite 800	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30339	
Entity Type:	NATIONAL BANKING ASSOCIATION:	

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2738677	A.M.Y.
Registration Number:	2737792	AUGUSTA
Registration Number:	2877731	AVADA
Registration Number:	2897488	CIELO
Registration Number:	2430200	DUO-TWIST
Registration Number:	2716285	ECLYPSE
Registration Number:	2856270	FYBERSERV
Registration Number:	2806981	FYBERSERV
Registration Number:	2936585	FYBERSERV STAY CONNECTED, MOVE AHEAD
Registration Number:	2877729	INHIBIT
Registration Number:	1511013	MACTEX
Registration Number:	2877730	MERANO
Registration Number:	2757202	MICROVISTA
		TDADEMADIA

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Registration Number:	2947770	MYNX
Registration Number:	2667070	MYRIAD
Registration Number:	2595801	NOVVA
Registration Number:	2744440	PROVIDING INNOVATIVE FIBERS AND COMPETITIVE SOLUTIONS
Registration Number:	2877728	REFLEXX
Registration Number:	2691497	REPREVE
Registration Number:	2897506	SATURA
Registration Number:	2777116	SORBTEK
Registration Number:	2716284	SULTRA
Registration Number:	2877727	TEXTRA
Registration Number:	1872523	UNIFI
Registration Number:	2161151	UNIFI
Serial Number:	78672506	AIO
Serial Number:	78666601	AIO
Serial Number:	78670154	CATCH MOVE RELEASE
Serial Number:	78686681	SEDORA
Registration Number:	2802860	STAY CONNECTED, MOVE AHEAD
Serial Number:	78418955	TENEX

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore
Address Line 1: 71 S. Wacker Drive

Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	06/05/2006

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 26, 2006 is made by UNIFI, INC., a New York corporation, located at 7201 West Friendly Avenue, Greensboro, NC 27410 (the "Obligor"), in favor of BANK OF AMERICA, N.A with an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as administrative agent for the Lenders referred to below (in its capacity as administrative agent, the "Agent"), in connection with the Amended and Restated Credit Agreement, dated as of May 26, 2006 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), among the Obligor, the subsidiaries of the Obligor from time to time party thereto (together with the Obligor, each. a "Borrower" and collectively, the "Borrowers"), the financial institutions from time to time party thereto (the "Lenders") and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans to the Borrowers and to issue or participate in Letters of Credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers have executed and delivered a Security Agreement, dated as of May 26, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the secured parties thereunder (the "Secured Parties") a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Obligor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1 <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2 Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without 40141727 05069880

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 26th day of May, 2006.

UNIFI, INC.,

as Obligor

Name:

Charles McCoy

Title: Vice President

ACKNOWLEDGMENT OF OBLIGOR

STATE OF N	ew York)
) ss
COUNTY OF	Orange)

On the <u>u</u> day of May, 2006, before me personally came Charles McCoy, who is personally known to me to be the Vice President of UNIFI, INC., a New York corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

otary Public

PATRICIA DONNELLAN Notary Public, State of New York No. 01D06134207

Commission Expires September 26, 2009

(PLACE STAMP AND SEAL ABOVE)

BANK OF AMERICA, N.A.,

as Agent

By: Modew Makon Name: Andrew A Doher Title: SVP

Signature Page to Grant of Security Interest in Trademark Rights

ACKNOWLEDGMENT OF AGENT

STATE OF GEORGIA

	COUNTY OF Color)
/L	On the <u>26th</u> day of May, 2006, before me personally came Indrew Noterty, who is personally known to me to be the Le fusident of
	BANK OF AMERICA, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Like free free first in such national banking association, the
	national banking association described in and which executed the foregoing instrument; that

she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Notary Public

Notary Public, DeKalb County, Georgia My Commission Expires June 2, 2000

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Tuadamank	Designation on Carial Number
<u>Trademark</u>	Registration or Serial Number
A.M.Y.	2738677
AIO	78/672506
AIO and design	78/666601
AUGUSTA	2737792
AVADA	2877731
CATCH MOVE RELEASE	78/670154
CIELO	2897488
DUO-TWIST	2430200
ECLYPSE	2716285
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MICROVISTA	2757202
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MYRIAD	2667070
NOVVA	2595801
PROVIDING INNOVATIVE FIBERS AND COMPETITIVE SOLUTIONS	2744440

Doc #:NY7:201273.2

REFLEXX	2877728
REPREVE	2691497
SATURA and design	2897506
SEDORA	78/686681
SORBTEK	2777116
STAY CONNECTED, MOVE AHEAD	2802860
SULTRA	2716284
TENEX	78/418955
TEXTRA	2877727
UNIFI	1872523
UNIFI	2161151

TRADEMARK
REEL: 003321 FRAME: 0776

RECORDED: 06/05/2006