



103361023

To the Director of the U. S. Patent and

documents or the new address(es) below.

**1. Name of conveying party(ies):**

See continuation of Item 1 attached hereto for a list of conveying parties.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) December 29, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Corporation, as Agent

Internal Address: \_\_\_\_\_

Street Address: 201 Merritt 7

City: Norwalk

State: Connecticut

Country: USA Zip: 06856-5201

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See continuation of Item 4 attached hereto.

B. Trademark Registration No.(s)  
See continuation of Item 4 attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins, Suite 5800

Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@lw.com

**6. Total number of applications and registrations involved:** 38

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 965.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_

*Linda R. Kastner*  
Signature

January 12, 2007  
Date

01/17/2007 BYRNE 00000001 76604980

Linda R. Kastner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-1140 or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521  
02 FC:8522  
03 FC:8523

CONTINUATION OF ITEM 1

CONVEYING PARTIES

CONVEYING PARTY	CORPORATION – STATE
ITG HOLDINGS, INC.	DELAWARE
WLR CONE MILLS IP, INC.	DELAWARE
BI PROPERTIES I, INC.	DELAWARE
SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC.	DELAWARE

**CONTINUATION OF ITEM 4**

<b>Grantor</b>	<b>Trademark Registration/Application Number</b>
ITG Holdings, Inc.	76/604,980
	76/604,980
	76/604,977
WLR Cone Mills IP, Inc.	2,306,233
	78/562,018
	879,564
	879,564
	78/561,942
	76/572,177
	76/572,176
	76/572,175
BI Properties I, Inc.	76/550,675
	2,545,029
	504,523
	2,374,803
	2,482,324
	2,147,243
	504,046
	78/131,490
	138,483
	998,002
	507,505
	2,389,944
	855,164
	855,166
	2,393,660
	2,218,338
	661,094

Grantor	Trademark Registration/Application Number
Safety Components Fabric Technologies, Inc.	2,317,280
	2,420,205
	2,433,957
	2,735,003
	2,933,751
	3,015,999
	3,016,000
	76/576,656
	2,927,550
	76/487,324

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2006, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined below) and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 29, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among International Textile Group, Inc., a Delaware corporation (f/k/a Safety Components International, Inc.) ("ITG"), ITG Holdings, Inc., a Delaware corporation (f/k/a International Textile Group, Inc.) ("Holdings"), Burlington Industries LLC, a Delaware limited liability company ("Burlington"), Carlisle Finishing LLC, a Delaware limited liability company ("Carlisle"), Cone Denim LLC, a Delaware limited liability company ("Denim"), Cone Jacquards LLC, a Delaware limited liability company ("Jacquards"), Automotive Safety Components International, Inc., a Delaware corporation ("ASCI"), Safety Components Fabric Technologies, Inc., a Delaware corporation ("SCFTI") (ITG, Holdings, Burlington, Carlisle, Jacquards, ASCI and SCFTI, collectively, the "US Borrowers"), Automotive Safety Components International Limited, a limited liability company incorporated in England and Wales with registered number 02640241 ("UK Borrower") (US Borrowers and UK Borrower, collectively, the "Borrowers"), the other Persons party thereto that are designated as a "Credit Party", General Electric Capital Corporation, a Delaware corporation, in its individual capacity, as Agent for the several financial institutions from time to time party to thereto (collectively, the "Lenders" and individually each a "Lender") and for itself as a Lender (including as Swingline Lender) and L/C Issuer, and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each US Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the

Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.      Governing Law.      This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

INTERNATIONAL TEXTILE GROUP, INC.  
ITG HOLDINGS, INC.  
CONE JACQUARDS LLC  
CARLISLE FINISHING LLC  
APPAREL FABRICS PROPERTIES, INC.  
BURLINGTON APPAREL SERVICES  
COMPANY  
BURLINGTON INDUSTRIES V, LLC  
BWW CT, INC.  
CLIFFSIDE DENIM LLC  
CONE ADMINISTRATIVE AND SALES LLC  
CONE INTERNATIONAL HOLDINGS II, INC.  
INTERNATIONAL TEXTILE GROUP  
ACQUISITION GROUP LLC  
BURLINGTON INDUSTRIES LLC  
WLR CONE MILLS IP, INC.  
CONE DENIM LLC  
BI PROPERTIES I, INC.  
BURLINGTON INTERNATIONAL SERVICES  
COMPANY  
BURLINGTON INDUSTRIES IV, LLC  
BURLINGTON WORLDWIDE INC.  
BILLC ACQUISITION LLC  
CONE DENIM WHITE OAK LLC  
CONE INTERNATIONAL HOLDINGS, INC.  
CONE ACQUISITION LLC

By: Karyl P. McClusky  
Name: Karyl P. McClusky  
Title: Vice President and Treasurer of each of  
the entities listed above

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003462 FRAME: 0008



ASCI HOLDINGS ASIA PACIFIC (DE), LLC  
VALENTEC WELLS, LLC  
ASCI HOLDINGS GERMANY (DE), INC.  
AUTOMOTIVE SAFETY COMPONENTS  
INTERNATIONAL, INC.  
SAFETY COMPONENTS FABRIC  
TECHNOLOGIES, INC.  
ASCI HOLDINGS CZECH (DE), INC.  
ASCI HOLDINGS U.K. (DE), INC.  
ASCI HOLDINGS MEXICO (DE), INC.

By: \_\_\_\_\_



Name: Stephen B. Duerk

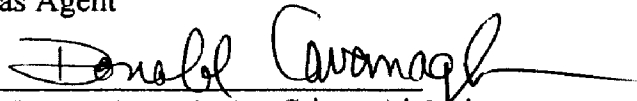
Title: President of each of the entities listed  
above

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003462 FRAME: 0009

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: DONALD CAVANAGH  
Title: DULY AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

**Material Trademarks and Trademark Applications**

Grantor	Trademark Description	Registration/Application Number	Date of Registration/Application
ITG Holdings, Inc.	ITG	76/604,980	Filed 8/2/2004
	ITG & Circle Design	76/604,980	Filed 8/2/2004
	ITG INTERNATIONAL TEXTILE GROUP	76/604,977	Filed 8/2/2004
WLR Cone Mills IP, Inc.	CONE	2,306,233	Registered 1/4/2000
	CONE	78/562,018	Filed 2/7/2005
	CONE & PINE CONE Design	879,564	Registered 10/28/1969
	CONE and Design	879,564	Registered 10/28/1969
	CONE DENIM	78/561,942	Filed 2/7/2005
	WHITE OAK	76/572,177	Filed 1/23/2004
	WHITE OAK DENIM	76/572,176	Filed 1/23/2004
	WHITE OAK PLANT	76/572,175	Filed 1/23/2004
BI Properties I, Inc.	b BURLINGTON	76/550,675	Filed 10/10/2003
	BH (Design)	2,545,029	Registered 3/5/2002
	BURLINGTON	504,523	Registered 11/30/1948
	BURLINGTON	2,374,803	Registered 8/8/2000
	BURLINGTON	2,482,324	Registered 8/28/2001
	BURLINGTON	2,147,243	Registered 3/31/1998
	BURLINGTON	504,046	Registered 11/16/1948
	BURLINGTON	78/131,490	Filed 4/8/2005
	BURLINGTON (Stylized in Arch)	138,483	Registered 12/28/1920
	BURLINGTON HOUSE	998,002	Registered 11/12/1974
	BURLINGTON HOUSE (Stylized)	507,505	Registered 3/8/1949
	BURLINGTON W/ WEAVE LOGO	2,389,944	Registered 9/26/2000

<b>Grantor</b>	<b>Trademark Description</b>	<b>Registration/Application Number</b>	<b>Date of Registration/Application</b>
	BURLINGTON W/ WEAVE LOGO on top	855,164	Registered 8/20/1968
	BURLINGTON W/ WEAVE LOGO on top	855,166	Registered 8/20/1968
	M.C.S.	2,393,660	Registered 10/10/2000
	M.C.S. MOISTURE CONTROL SYSTEM	2,218,338	Registered 1/19/1999
	RAEFORD	661,094	Registered 4/29/1958
Safety Components Fabric Technologies, Inc.	GLIDE II	2,317,280	Registered 2/8/2000
	DUNEAN-CHAMBRAY	2,420,205	Registered 1/9/2001
	FUSION	2,433,957	Registered 3/6/2001
	ABSOLUTE-WICK	2,735,003	Registered 7/8/2003
	WEATHERMAX	2,933,751	Registered 3/15/2005
	TRADITION	3,015,999	Registered 11/15/2005
	COMMANDER	3,016,000	Registered 11/15/2005
	HYDROMAX	76/576,656	Filed 2/23/2004
	FUSION Z	2,927,550	Registered 2/22/2005
	ULTRAPERM	76/487,324	Filed 1/31/2003

## 2. IP LICENSES

### Material IP Licenses

None.