

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
Best Textiles Acquisition, LLC		08/29/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Zohar III, Limited
Street Address:	227 West Trade Street, Suite 1400
Internal Address:	c/o Patriarch Partners Agency Services, LLC
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	77294053	CENTURA
Serial Number:	77294042	CENTURA
Registration Number:	2439277	ALLURA
Registration Number:	2678619	PROSCRUB
Registration Number:	1974098	RIB RUB
Registration Number:	1936290	REGENCY
Registration Number:	1839979	CAROUSEL
Registration Number:	1732320	ARTEX COLOR-GUARD
Registration Number:	1641741	GENIE SYSTEM
Registration Number:	1512750	SUSSEX
Registration Number:	1512752	V.I.P.
Registration Number:	1239503	ASCOT DAMASK BY ARTEX
Registration Number:	1139639	BETTER YET

CH \$365.00 77294053

Registration Number:

0653468

ARTEX

CORRESPONDENCE DATA

Fax Number: (404)581-8330

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

Phone: 404.521.3939

Email: clkiedrowski@jonesday.com

Correspondent Name: Carrie L. Kiedrowski

Address Line 1: 1420 Peachtree Street, N.E., Ste. 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

223194-605002

NAME OF SUBMITTER:

Carrie L. Kiedrowski

Signature:

/Carrie L. Kiedrowski/

Date:

09/17/2008

Total Attachments: 4

source=Preferred Stock IP Security Agreement#page1.tif

source=Preferred Stock IP Security Agreement#page2.tif

source=Preferred Stock IP Security Agreement#page3.tif

source=Preferred Stock IP Security Agreement#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated August 29, 2008, is made by Best Textiles Acquisition, LLC, a Delaware limited liability company (the "Grantor") in favor of Zohar III, Limited (the "Secured Party").

WHEREAS, the Secured Party owns Series A Preferred Interests (as defined in the LLC Agreement) in Grantor, which interests are entitled to receive preferred payments and to be redeemed by the Grantor as more fully set forth in and subject to the terms, provisions and conditions of the Limited Liability Company Agreement of Grantor (as amended from time to time, the "LLC Agreement").

WHEREAS, to provide security for the prompt and timely payment of the Series A Preferred Return payment obligation as and when the same may be due and payable pursuant to the terms, provisions and conditions of the LLC Agreement (collectively, the "Secured Obligations"), Grantor is granting a second priority security interest in and lien upon substantially all of its assets to the Secured Party pursuant to that certain Security Agreement, dated as of the date hereof (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor in favor of Secured Party.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Secured Party, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

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

Section 1. Grant of Security. Grantor hereby grants to the Secured Party a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(c) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Secured Party and Grantor hereby (a) agrees that any Action with respect to this Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Security Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Grantor and Secured Party hereby waives any right to a trial by jury in any Action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Agreement and agrees that any Action will be tried before a court and not before a jury.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all 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.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

BEST TEXTILES ACQUISITION, LLC

By: 
Lynn Tilton, Manager

[Signature Page to Intellectual Property Security Agreement]

DLI-6206601

TRADEMARK
REEL: 003854 FRAME: 0624

Exhibit A: Trademarks

Country	Trademark	Registration/ (Application) No.	Issue/ (Application) Date
U.S.	CENTURA	(77/294,053)	(10/2/07)
U.S.	CENTURA	(77/294,042)	(10/2/07)
U.S.	ALLURA	2,439,277	3/27/01
U.S.	PROSCRUB	2,678,619	1/21/03
U.S.	RIB RUB	1,974,098	5/14/96
U.S.	REGENCY	1,936,290	11/21/95
U.S.	CAROUSEL	1,839,979	6/14/94
U.S.	ARTEX COLOR-GUARD	1,732,320	11/17/92
U.S.	GENIE SYSTEM	1,641,741	4/16/91
U.S.	SUSSEX	1,512,750	11/15/88
U.S.	V.I.P.	1,512,752	11/15/88
U.S.	ASCOT DAMASK BY ARTEX	1,239,503	5/24/83
U.S.	BETTER YET	1,139,639	9/16/80
U.S.	ARTEX	653,468	10/22/57
Canada	ARTEX	568,218	09/30/2002