

STATE OF ALABAMA

*

ASSIGNMENT

*

TUSCALOOSA COUNTY

*

In consideration of the payment of the amount set out in the Agreement for the Purchase of the Claims of Regions Bank-Intercreditor Agreement of even date, and for other good and valuable consideration in hand paid to the undersigned Regions Bank, the receipt whereof is hereby acknowledged, Regions Bank does hereby grant, bargain, sell, convey and assign unto Ruffino, L.L.C., an Alabama Limited Liability Company, that certain Mortgage, Assignment of Rents and Leases, and Security Agreement executed and delivered to Regions Bank by Alabama Dry Felt, L.L.C., an Alabama Limited Liability Company, dated the 30th day of November, 1999, and recorded as Instrument Number 1999-48675 in the Office of the Probate Judge, Shelby County, Alabama.

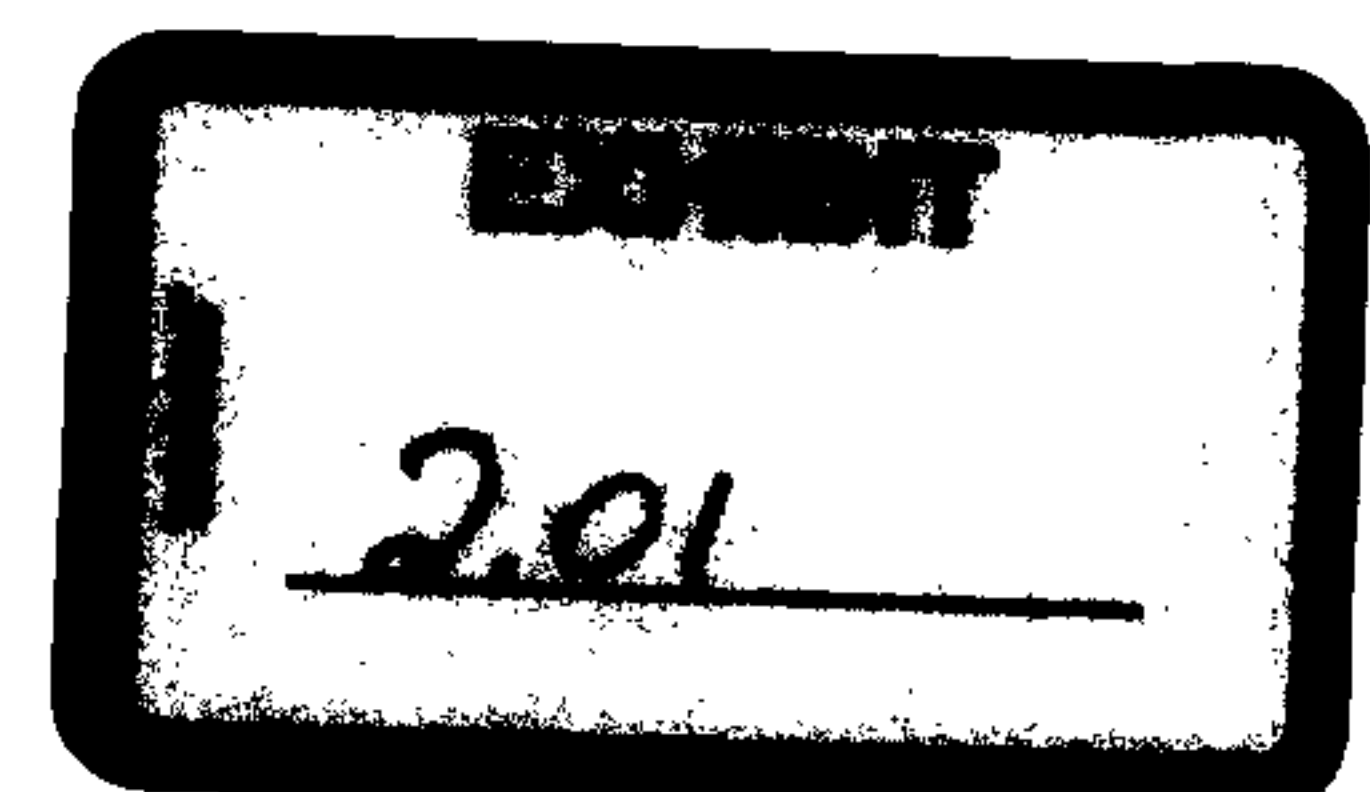
For value received, Regions Bank further grants, bargains, sells, conveys and assigns unto Ruffino, L.L.C., without recourse, that certain Promissory Note dated the 24th day of September, 2001, in the original principal amount of One Million Eight Hundred Twelve Thousand Two Hundred and Two Dollars and 42/00 (\$1,812,202.42). Regions Bank shall endorse the said Promissory Note over to Ruffino, L.L.C., without recourse.

For value received, Regions Bank also does hereby grant, bargain, sell, convey and assign unto Ruffino, L.L.C., without recourse all of its right, title and interest to that certain Commercial Security Agreement dated the 24th day of September, 2001, securing the Indebtedness evidenced by the Promissory Note and the related Documents. Regions Bank hereby authorizes Ruffino, L.L.C., to file such financing statements as are necessary to evidence the transfer of the interests of Regions Bank as a secured party under the said Security Agreement.

For value received, Regions Bank does further grant, bargain, sell, convey and assign unto Ruffino, L.L.C., without recourse all Credit Guaranty Agreements executed and delivered to Regions Bank absolutely and unconditionally guaranteeing to Regions Bank the full and prompt payment of all obligations of Alabama Dry Felt, L.L.C., as evidenced by the Promissory Note. Regions Bank shall execute such documents as are reasonably required by counsel for Ruffino, L.L.C., to evidence transfer of all right, title and interest to make claims under the said Credit Guaranty Agreements, including transfer of any right, title and interest as a party plaintiff in any legal action taken to recover monies due under the Promissory Note and/or any related documents.

The transfer and assignments made by Regions Bank hereby unto Ruffino, L.L.C., shall remain second and subservient to Regions Bank's right, title and interest remaining under that certain Credit Agreement dated as of November 1, 1999, by and between Alabama Dry Felt, L.L.C., and Regions Bank.

IN WITNESS WHEREOF, Regions Bank has caused this Assignment of Note, Mortgage, and Collateral Documentation of the Line of Credit to be executed under seal this the 30th day of October, 2002.



REGIONS BANK

By: Glen Randall
Its: EVP

STATE OF ALABAMA

*

*

COUNTY OF TUSCALOOSA

*

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Glen Randall, whose name as Executive Vice President of Regions Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, and as such officer he, with full authority, executed the same voluntarily for and as the act of said Regions Bank.

Given under my hand and official seal, this the 30th day of October, 2002.

Marianne Bism
Notary Public

MY COMMISSION EXPIRES JUNE 6, 2004

This instrument was prepared by:
W. Marcus Brakefield, Esq.
HUBBARD, SMITH, McILWAIN, BRAKEFIELD & BROWDER, P.C.
808 Lurleen Wallace Blvd., N.
Post Office Box 2427
Tuscaloosa, Alabama 35403
Telephone (205) 345-6789
Our File No. 36050.0008