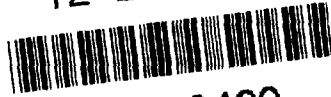


12-29-1999



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TRADEMARK

RECEIVED  
DEC 15 AM 11:05  
OPR/FINANCE

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

MO 12.15.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other

Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/28/1999 DNGUYEN 00000256 74604031

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
2000.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001998 FRAME: 0184

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="75692780"/>	<input type="text" value="75692991"/>	<input type="text" value="75693451"/>	<input type="text" value="1181870"/>	<input type="text" value="1291141"/>	<input type="text" value="1801394"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

David M. Klein

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12031999

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association  Other

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Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

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**Registration Number(s)**

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**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
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12031999

Name

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DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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**Trademark Application Number(s)**

**Registration Number(s)**

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620811	763418	1456160
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**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
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12031999

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 3, 1999 is made by Xerium 3 SA, a Luxembourg corporation with an office at 38-40 Rue Sainte-Zithe, L-2763, Luxembourg ("Luxco Three"), and certain of its subsidiaries listed on Exhibit A hereto (the "US Subsidiaries") and together with Luxco Three, the "Grantors"), to CIBC World Markets PLC, which has been appointed security agent (the "Security Agent") for the Senior Finance Parties pursuant to the Intercreditor Agreement.

WHEREAS, each Grantor has entered into a Security Agreement dated December 3, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Security Agent. Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings defined in the Security Agreement.

WHEREAS, each Grantor has granted to the Security Agent, under and subject to the terms of the Security Agreement, a security interest in all right, title, and interest to certain intellectual property rights of such Grantor, and has agreed to execute this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for its benefit and for the ratable benefit of the Senior Finance Parties a security interest in and to all of the Grantor's right, title and interest in and to the following:

- (i) The United States, international, and foreign patents, patent applications and patent licenses set forth on Schedule I hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Schedule II hereto (the "Trademarks");
- (iii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover such damages; and

(iv) any and all proceeds of the foregoing.


SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. 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 taken together shall constitute one and the same agreement.

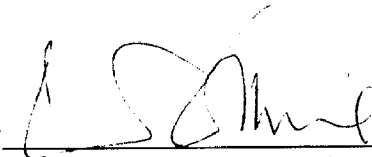
SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

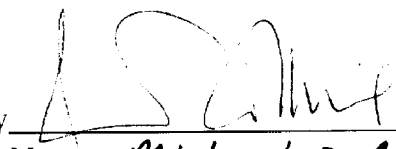
WEAVEXX CORPORATION

By   
Name: *Michael D. Collins*  
Title: *President*

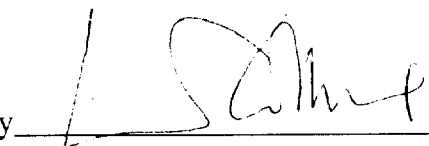
HUYCK LICENSCO INC.

By   
Name: *Michael D. Collins*  
Title: *President*

KENWOOD OVERSEAS  
INVESTMENT CORPORATION


By   
Name: *Michael D. Collins*  
Title: *President*

HUYCK EUROPE, INC.


By   
Name: *Michael D. Collins*  
Title: *President*



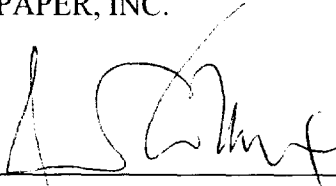
STOWE WOODWARD LICENSCO  
INC.

By   
Name: *Michael D. Collins*  
Title: *President*

BTR NORTH AMERICA, INC.

By   
Name: *Michael D. Collins*  
Title: *President*

SW PAPER, INC.

By   
Name: *Michael D. Collins*  
Title: *President*

**Exhibit A**

**US SUBSIDIARIES**

Xerium I (US) Limited  
c/o Weavexx Corporation  
11120 Capital Boulevard  
Wake Forest, North Carolina 27587

Xerium II (US) Limited  
c/o Stowe Woodward/Mount Hope  
333 Turnpike Road  
Southborough, Massachusetts 01772

Xerium III (US) Limited  
c/o Weavexx Corporation  
11120 Capital Boulevard  
Wake Forest, North Carolina 27587

Xerium IV (US) Limited  
c/o Stowe Woodward/Mount Hope  
333 Turnpike Road  
Southborough, Massachusetts 01772

Xerium V (US) Limited  
c/o Stowe Woodward/Mount Hope  
333 Turnpike Road  
Southborough, Massachusetts 01772

Weavexx Corporation  
11120 Capital Boulevard  
Wake Forest, North Carolina 27587

Huyck Licensco Inc.  
c/o Weavexx Corporation  
11120 Capital Boulevard  
Wake Forest, North Carolina 27587

Kenwood Overseas Investment Corporation  
c/o Weavexx Corporation  
11120 Capital Boulevard  
Wake Forest, North Carolina 27587

Huyck Europe, Inc.  
c/o Weavexx Corporation  
11120 Capital Boulevard  
Wake Forest, North Carolina 27587

Stowe Woodward Licensco Inc.  
c/o Stowe Woodward/Mount Hope  
333 Turnpike Road  
Southborough, Massachusetts 01772

BTR North America, Inc.  
c/o Stowe Woodward/Mount Hope  
333 Turnpike Road  
Southborough, Massachusetts 01772

SW Paper, Inc.  
c/o Stowe Woodward/Mount Hope  
333 Turnpike Road  
Southborough, Massachusetts 01772

Schedule II  
US Trade Marks

Grantor	Trademark	Country	Mark	Reg. No.	Application No.	Filing Date	Reg. Date
Huyck Licenseo, Inc.	HUYCK H & DESIGN	USA		1,205,964			24/08/1982
Huyck Licenseo, Inc.	4-D	USA		796,463			21/09/1965
Huyck Licenseo, Inc.	AQUAFLO TREATMENT	USA		1,386,408			18/03/1986
Huyck Licenseo, Inc.	BI-FLO	USA		1,181,870			15/12/1981
Huyck Licenseo, Inc.	BI-LOCK	USA		1,291,141			21/08/1984
Huyck Licenseo, Inc.	CLEANMESH	USA		1,801,394			26/10/1993
Huyck Licenseo, Inc.	COMBOLOCK	USA		1,441,784			09/06/1987
Huyck Licenseo, Inc.	DILOCK	USA		1,264,318			17/01/1984
Huyck Licenseo, Inc.	DRIFAB	USA		795,624			07/09/1965
Huyck Licenseo, Inc.	ENER-VAC	USA		1,435,310			07/04/1987
Huyck Licenseo, Inc.	EXXTECH	USA		708,446	74/604,051	28/1/1994	13/12/1960
Huyck Licenseo, Inc.	FORMEX	USA		790,777			08/06/1965
Huyck Licenseo, Inc.	FORM-FAB	USA		1,213,807			26/10/1982
Huyck Licenseo, Inc.	HUYCK	USA		1,213,808			26/10/1982
Huyck Licenseo, Inc.	HUYCK	USA		1,436,287			14/04/1987
Huyck Licenseo, Inc.	HUY-CONTROL	USA		1,159,722			07/07/1981
Huyck Licenseo, Inc.	HUYGLAS	USA		1,161,782			21/07/1981
Huyck Licenseo, Inc.	HUYLIFE	USA		859,655			05/11/1968
Huyck Licenseo, Inc.	HUY-TRONIC	USA		1,434,533			31/03/1987
Huyck Licenseo, Inc.	MARATHON	USA		1,148,705			24/03/1981
Huyck Licenseo, Inc.	NW & DESIGN	USA		1,293,907			11/09/1984
Huyck Licenseo, Inc.	POL YFLO	USA		1,196,664			01/06/1982
Huyck Licenseo, Inc.	POROSOFT	USA		789,109			04/05/1965
Huyck Licenseo, Inc.	PULPMASTER	USA		1,676,568			25/02/1992
Huyck Licenseo, Inc.	SEAMLOCK	USA		1,426,297			27/01/1987
Huyck Licenseo, Inc.	SMOOTHPRINT	USA		1,769,715			11/05/1993
Huyck Licenseo, Inc.	SOILMASTER	USA		2,036,007			04/02/1997
Huyck Licenseo, Inc.	TISSUE EXPRESS	USA		1,438,967			12/05/1987
Huyck Licenseo, Inc.	TISSUEMASTER	USA		1,785,226			03/08/1993
Huyck Licenseo, Inc.	TRIFLO	USA		1,432,715			17/03/1987
Huyck Licenseo, Inc.	TRILOCK	USA		1,269,621			13/03/1984
Huyck Licenseo, Inc.	ULTRACOIL	USA		1,309,063			11/12/1984
Huyck Licenseo, Inc.	ULTRALOC	USA		2,201,786			03/11/1998
Huyck Licenseo, Inc.	VACUFOIL	USA		850,173			04/06/1968
Stowe Woodward Licenseo, Inc.	AIRLIFT	USA		1,138,222			29/07/1980
Stowe Woodward Licenseo, Inc.	MOUNT HOPE	USA		510,918			14/06/1949
Stowe Woodward Licenseo, Inc.	VARL-BOW (Stylized)	USA		663,103			17/06/1958
Stowe Woodward Licenseo, Inc.	WEFTROL (Stylized)	USA		831,774			11/07/1967
SW Paper Inc.	AQUALOK	USA			75/692,782	28/04/1999	
SW Paper Inc.	AQUAWELL	USA			75/692,781	28/04/1999	
SW Paper Inc.	BLACK WAXER	USA			75/692,780	28/04/1999	

Schedule II  
US Trade Marks

Grantor	Trademark	Country	Mark	Reg. No.	Application No.	Filing Date	Reg. Date
SW Paper Inc.	DRI PRESS	USA		1112616	75/692,991	28/04/1999	06/02/1979
SW Paper Inc.	DYNASIZE	USA			75/693,451	28/04/1999	
SW Paper Inc.	DYNAREAR	USA			75/692,779	28/04/1999	
SW Paper Inc.	EVERGREEN	USA			75/713,681	25/05/99	
SW Paper Inc.	JALON	USA			75/713,680	25/05/1999	
SW Paper Inc.	MICRO-PEELER	USA			75/693,251	28/04/1999	
SW Paper Inc.	MULTICHEM	USA			75/692,778	28/04/1999	
SW Paper Inc.	NIPROFILER	USA			75/692,783	28/04/1999	
SW Paper Inc.	PLASTECH	USA			75/692,777	28/04/1999	
SW Paper Inc.	POLYREEL	USA			75/693,262	28/04/1999	
SW Paper Inc.	PRE-PRESS	USA			75/693,261	28/04/1999	
SW Paper Inc.	STOMATE	USA			75/692,750	28/04/1999	
SW Paper Inc.	STOROCK	USA			75/693,148	28/04/1999	
SW Paper Inc.	STOWLOY	USA			75/693,149	28/04/1999	
SW Paper Inc.	SUPERPEELER	USA			75/721,708	02/06/1999	
SW Paper Inc.	SUPERSIZE	USA			75/692,789	28/04/1999	
SW Paper Inc.	TEFROK	USA			75/693,272	28/04/1999	
SW Paper Inc.	THE COLOR BLUE FOR BACKING ROLL COVERS (Design Only)	USA			75/661,291	16/03/1999	
SW Paper Inc.	VARIOKOTE	USA			75/693,452	28/04/1999	
SWI	CENTEROK	USA		1789135			24/08/1993
SWI	COMPUT-A-COVER	USA		1054875			21/12/1976
SWI	DYNAKOTE	USA		1453953			25/08/1987
SWI	DYNAKOTE	USA		1454900			01/09/1987
SWI	MICROMATE	USA		751635			25/06/1963
SWI	MICROKOK	USA		533792			21/11/1950
SWI	PEELER (Stylized)	USA		620811			07/02/1956
SWI	PLASTALOY	USA		763418			21/01/1964
SWI	POLYLAST	USA		1456160			08/09/1987
SWI	PRESTOW	USA		642,545			17/06/1958
SWI	SOFTROK	USA		1794687			28/09/1993
SWI	STOWE-WOODWARD	USA		789000			04/05/1965
SWI	BLACK DIAMOND	USA		642560			12/03/1957
Weavexx Corporation	AVANTEXX	USA			75/603,206	15/12/1998	
Weavexx Corporation	CAPILLARIS	USA			75/452,931	19/03/1998	
Weavexx Corporation	EXTENDER	USA			75/646,575	23/02/1999	
Weavexx Corporation	HUYTEXX	USA			75/551,203	11/09/1998	
Weavexx Corporation	VANTAGE	USA			75/506,170	24/06/1998	
Weavexx Corporation	VARI-BOW	USA		663,103			

TRADEMARK

REEL: 001998 FRAME: 0196

RECORDED: 12/15/1999