

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

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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 **Addendum to Patent, Trademark and Copyright Security Agreement**

Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name **Formed Fiber Technologies, LLC**

Execution Date  
Month Day Year  
**11 17 03**

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other **Limited Liability Company**
- Citizenship/State of Incorporation/Organization **Delaware**

#### Receiving Party

Mark if additional names of receiving parties attached

Name **PNC Bank, National Association**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **One PNC Plaza, 2nd Floor**

Address (line 2) **249 Fifth Avenue**

Address (line 3) **Pittsburgh**

**Pennsylvania**

**15222**

- Individual  General Partnership  Limited Partnership
- Corporation  Association

Other **Bank**

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 20 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

700053461

**TRADEMARK**  
REEL: 002750 FRAME: 0138

CH \$65.00 024553 2623370

FORM PTO-1618B  
Expires 06/30/05  
OMB 0661-0027

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

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,623,370"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,627,407"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Bryan H. Opalko  11-19-2003

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**  Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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 the Assignment.)

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**ADDENDUM TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

This Addendum to Patent, Trademark and Copyright Security Agreement (the "Addendum"), dated as of November 17, 2003 is entered into by and among **FORMED FIBER TECHNOLOGIES, LLC**, a Delaware limited liability company ("FFT"), and **FORMED FIBER TECHNOLOGIES, INC.**, a Delaware corporation ("Holdings"; FFT and Holdings, each a "Pledgor" and collectively, the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Patent, Trademark and Copyright Security Agreement, dated as of August 22, 2003, by and among the Pledgors and the Agent (the "Security Agreement"), the Pledgors pledged their rights in and to certain Patents, Trademarks and Copyrights (as defined therein) as security for those loans and other financial accommodations made and to be made pursuant to that Revolving Credit, Term Loan and Security Agreement, dated August 22, 2003, among FFT, Holdings, the financial institutions party thereto, and the Agent, as amended to but not including the date hereof (the "Original Loan Agreement")

WHEREAS, as of the date hereof, the obligations, liabilities, and indebtedness of the Pledgors subject to the Original Loan Agreement have been amended and restated and shall be governed by that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement (as it may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith among each Pledgor, as a borrower, the financial institutions party thereto (the "Lenders"), and the Agent; and

WHEREAS, as a condition of the Agent and the Lenders entering into the Loan Agreement, the Pledgors have agreed to amend the Security Agreement as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement.
2. Pursuant to Paragraph 5 of the Security Agreement, the Pledgors desire to amend Schedule A of the Security Agreement to include certain additional Patents, Trademarks and Copyrights. Accordingly, Schedule A to the Security Agreement is hereby amended by inserting immediately following such Schedule the "Supplement to Schedule A to Patent, Trademark and Copyright Security Agreement" attached to this Addendum.

3. Schedule B of the Security Agreement is hereby amended by inserting immediately following such Schedule the "Supplement to Schedule B to Patent, Trademark and Copyright Security Agreement" attached to this Addendum.

4. The Security Agreement, as specifically modified herein, is hereby ratified and confirmed and shall remain in full force and effect after the date hereof.

5. This Addendum shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflicts of law principles.

6. This Addendum may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**[SIGNATURE PAGE 1 OF 2 TO ADDENDUM TO PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
y their respective officers or agents thereunto duly authorized, as of the date first above written.

**FORMED FIBER TECHNOLOGIES, LLC**

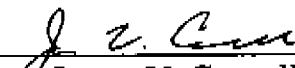
By: *Karen Tuleta*  
Name: Karen L. Tuleta  
Title: Vice President

**FORMED FIBER TECHNOLOGIES, INC.**

By: *Karen Tuleta*  
Name: Karen L. Tuleta  
Title: Vice President

**[SIGNATURE PAGE 2 OF 2 TO ADDENDUM TO PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as  
Agent**

By:  \_\_\_\_\_  
Name: James V. Cannella  
Title: Vice President

**SUPPLEMENT TO SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT**

**Registered Trademarks**

<i>Title</i>	<i>Country</i>	<i>Serial Number</i>	<i>Registration Number (U.S.)</i>	<i>Filing Date (U.S.)</i>	<i>Issue Date</i>
Martin Color-Fi	United States	76-152362	2623370	October 24, 2000	September 24, 2002
Hi-Tech Fibers	United States	76-152582	2627407	October 24, 2000	October 1, 2002



**SUPPLEMENT TO SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

one.

## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of August 22, 2003 is entered into by and between **EACH OF THE BORROWERS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OTHER PERSON THAT HEREAFTER JOINS THIS AGREEMENT** (each a "Pledgor" and collectively the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith by and among each Pledgor, as a borrower, the Lenders and the Agent (all as defined in the Loan Agreement), Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Pledgors, and each Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Defined Terms.**

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates under the Loan Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Pledgor to the Agent, the Lenders, or any of their

respective Affiliates, now existing or hereafter incurred under the Loan Agreement, the Notes or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every Pledgor to the Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Interest Rate Protection Agreement provided by the Agent, such Lenders or such Affiliates pursuant to the Loan Agreement; and (iv) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Loan Agreement, the Notes, this Agreement, or any Other Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice the Agent; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Loan Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full and the commitments to make Revolving Advances and all Letters of Credit have terminated, any Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without

limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Cleveland, Ohio or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt and the commitments to make Revolving Advances and all Letters of Credit shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the commitments to make Revolving Advances and all Letters of Credit shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, each Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, each Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file its patents, trademarks or copyrights on an international basis.

11. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Ohio State or Federal Court sitting in Cleveland, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 [Notices] of the Loan Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Other Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of

agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

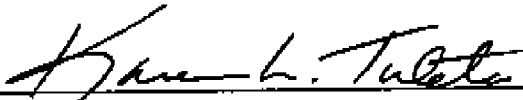
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



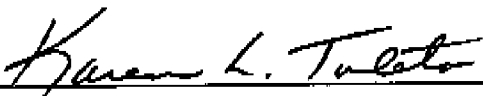
**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
r respective officers or agents thereunto duly authorized, as of the date first above written.

**FORMED FIBER TECHNOLOGIES, LLC**


By:   
Name: Karen L. Tuleta  
Title: Vice President

**FORMED FIBER TECHNOLOGIES, INC.**

By:   
Name: Karen L. Tuleta  
Title: Vice President

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as  
Agent**

By:   
Name: James V. Cannella  
Title: Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**Registered Patents**

<i>Title</i>	<i>Country</i>	<i>Patent Number</i>	<i>Filing Date (U.S. Patents)</i>	<i>Issue Date</i>
Preferentially Needled Textile Panel and Method	Mexico	161966		March 13, 1991
Method of Producing a Nonwoven Fibrous Textured Panel and Panel Produced Thereby	Australia	634132		June 4, 1993
	Austria	462272		April 19, 1995
	Belgium	462272		April 19, 1995
	Brazil	P19104048-5		March 20, 2001
	Canada	2007488		May 2, 1995
	European Patent Convention	462272		April 19, 1995
	France	462272		April 19, 1995
	Federal Republic of Germany	462272		April 19, 1995
	Italy	462272		April 19, 1995
	Japan	2647742		May 9, 1999
	Republic of Korea	095590		August 24, 1995

<i>Title</i>	<i>Country</i>	<i>Patent Number</i>	<i>Filing Date (U.S. Patents)</i>	<i>Issue Date</i>
	Mexico	173580		March 16, 1994
	Russia	2081221		January 8, 1991
	Spain	462272		April 19, 1995
	Sweden	462272		April 19, 1995
	United Kingdom	462272		April 19, 1995
	United States	5199141	September 6, 1991	April 6, 1993
	Yugoslavia	48233		January 20, 1997
Attachment Mechanism for Nonwoven Thermoformed Articles and Method of Manufacture Thereof	United States of America	5093967	September 12, 1990	March 10, 1992
	Mexico	181292		April 2, 1996
	Patent Cooperation Treaty	US91/07610		October 10, 1991
Improved Nonwoven Moldable Composite and Method of Manufacture	Australia	662421		August 31, 1995
	Canada	2112234		March 23, 1999
	European Patent Convention	0593716		October 14, 1998
	France	0593716		October 14, 1998
	Federal Republic of Germany	0593716		October 14, 1998
	Indonesia	0003711		March 22, 1999
	Italy	0593716		December 9, 1998
	Japan	2633990		April 25, 1997
	Korea	125689		October 8, 1997
	Spain	0593716		October 14, 1998

<i>Title</i>	<i>Country</i>	<i>Patent Number</i>	<i>Filing Date (U.S. Patents)</i>	<i>Issue Date</i>
Nonwoven Moldable Composite And Method of Manufacture	United States of America	5492580	September 13, 1994	February 20, 1996
Nonwoven Moldable Composite	United States of America	5721177	June 17, 1994	February 24, 1998
Method of Producing a Nonwoven Dibrous Textured Panel and Panel Produced Thereby	United States of America	5077874	January 10, 1990	January 7, 1992
Method of Selective Bonding of Textile Materials	United States of America	4474635	September 2, 1983	October 2, 1984
Materials and Methods for Making Resin-rigidified Articles	United States of America	4515848	September 23, 1983	May 7, 1985
Foldable Rigidified Textile Panels	United States of America	4837066	May 29, 1986	June 6, 1989

**Pending Patent Applications**

<i>Title</i>	<i>Country</i>	<i>Application Number</i>	<i>Filing Date</i>
Composite Vehicle Panels	United States of America	60/411011	September 16, 2002
Attachment Mechanism for Nonwoven Thermoformed Articles and Method of Manufacture Thereof	Patent Cooperation Treaty	US91/0015	August 1, 1991
Improved Nonwoven Moldable Composite and Method of Manufacture	Malaysia	93909472.8	May 7, 1993

**Registered Trademarks**

<i>Title</i>	<i>Country</i>	<i>Serial Number</i>	<i>Registration Number (U.S.)</i>	<i>Filing Date (U.S.)</i>	<i>Issue Date</i>
CON-FORM	Australia	A542239			May 10, 1994
	Brazil	819907189			December 28, 1999
	Canada	429211			June 17, 1994
	Germany	2092777			March 14, 1995
	Indonesia	317.815			March 1, 1996
	Italy	T095C00219 2			July 7, 1995
	Japan	3289433			April 25, 1997
	Malaysia	93/004181			April 23, 1999
	Mexico	441409			September 7, 1993
	South Africa	97/03164			January 16, 2001
	Taiwan	657267			November 1, 1994
					April 10, 1992

<i>Title</i>	<i>Country</i>	<i>Serial Number</i>	<i>Registration Number (U.S.)</i>	<i>Filing Date (U.S.)</i>	<i>Issue Date</i>
	United Kingdom	B1441934			
	United States	73-443795	1322168	September 15, 1983	February 26, 1985
DURA-BOND	Canada	4419689			September 22, 2000
	Mexico	633757			November 25, 1999
	United States	75-620648	2493113	January 13, 1999	September 25, 2001
DURA-LOCK	Mexico	633758			November 25, 1999
LINE-LITE	Australia	B542238			November 29, 1993
	Canada	434033			September 30, 1994
	France	93/479412			August 5, 1993
	Indonesia	318335			March 1, 1993
	Italy	717720			July 17, 1997
	Japan	93023/1993			July 31, 1996
	Mexico	441410			September 7, 1993
	Taiwan	680797			July 1, 1995
	United Kingdom	1441904			October 10, 1992
	United States	73-592906	1431183	April 11, 1986	March 3, 1987
MAT-FORM	Australia	B542237			September 18, 1997
	Canada	429210			June 17, 1994

<i>Title</i>	<i>Country</i>	<i>Serial Number</i>	<i>Registration Number (U.S.)</i>	<i>Filing Date (U.S.)</i>	<i>Issue Date</i>
	France	93/479414			August 5, 1993
	Germany	2073635			August 2, 1994
	Indonesia	318.774			March 1, 1996
	Mexico	442733			September 24, 1993
	Spain	1765675			June 20, 1994
	Taiwan	727104			October 1, 1996
	Taiwan	680798			July 1, 1995
	United States	73-592907	1422908	April 11, 1986	December 30, 1986
TARA-LOCK	Australia	A603057			October 20, 1994
	Benelux	533440			February 1, 1994
	Canada	436866			December 9, 1994
	France	93/479413			August 5, 1993
	Germany	2075043			August 17, 1994
	Indonesia	318573			March 31, 1996
	Italy	664807			December 11, 1995
	Japan	63025/1993			July 31, 1996
	Malaysia	MA/4178/93			June 16, 1993
	Mexico	442734			September 24, 1993
	Spain	1765677			June 4, 1993
	Sweden	257736			April 29, 1994



<i>Title</i>	<i>Country</i>	<i>Serial Number</i>	<i>Registration Number (U.S.)</i>	<i>Filing Date (U.S.)</i>	<i>Issue Date</i>
	Taiwan	672119			April 1, 1995
	Taiwan	717456			June 16, 1996
	United Kingdom	B1536584			October 27, 1995
	United States	74-240167	1769369	January 27, 1992	May 4, 1993
	United States	74-136932	1723875	February 6, 1991	October 13, 1992

**Pending Trademark Applications**

<i>Title</i>	<i>Country</i>	<i>Serial Number</i>	<i>Filing Date</i>
CON-FORM	France	93/475584	July 8, 1993
DURA-LOCK	Canada	1022049	July 13, 1999
HANG IT ALL UP!	United States	76/241071	April 12, 2001
LINE-LITE	Malaysia	MA/4180/93	June 16, 1993
MAT-FORM	Italy	T095C002193	July 7, 1995
	Japan	63024/1993	June 23, 1993
	Malaysia	MA/4179/93	June 16, 1993

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

Ownership

None.

Violation of Rights

1. Milliken Research Corporation, Asota GmbH and Fleissner GmbH challenged European Patent No. 462272. A renewed challenge could be anticipated in conjunction with any newly filed infringement actions.