

12-02-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

12-2-03

1. Name of conveying party(ies): SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Trademark Collateral Assignment and Security Agreement

Execution Date: 10/08/2003

2. Name and address of receiving party(ies) Name: CONGRESS FINANCIAL CORPORATION

Internal (SOUTHERN) Address: Suite 1500

Street Address: 200 Galleria Parkway

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Georgia Other

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) SEE EXHIBIT A ATTACHED HERETO

B. Trademark Registration No.(s) N/A

Additional number(s) attached Yes No

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

Name: Helen M. Linehan

Internal Address:

Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Helen M. Linehan Name of Person Signing

Signature

11/29/03 Date

Total number of pages including cover sheet, attachments, and document: 10

12/03/2003 6T0M11 00000005 75364570

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 OP 175.00 OP

TRADEMARK REEL: 002871 FRAME: 0854

EXHIBIT A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARK APPLICATION NUMBERS

75/564570

75/550958

75/532288

75/561145

76/194364

76/424925

76/487324

76/512952

AMENDMENT NO. 1
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, made as of this 8th day of October, 2003, by and between SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC., a Delaware corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (SOUTHERN), a Georgia corporation ("Secured Party").

W I T N E S S E T H:

WHEREAS, Debtor granted Secured Party a lien and security interest in all of its existing and future trademarks and certain other collateral, including the trademarks listed on Exhibit A hereto (collectively, the "Existing Trademarks"), to secure payment of the Obligations of Debtor and its affiliates to Secured Party as set forth in the Trademark Collateral Assignment and Security Agreement, dated as of October 11, 2000, by and between Debtor and Secured Party (the "Trademark Security Agreement") and the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("PTO") in Reel 002180, Frame 0870 on November 21, 2000; and

WHEREAS, Debtor has filed additional applications for, or has registered, certain trademarks with the PTO after the date of the Trademark Security Agreement which applications and registered trademarks are listed on Exhibit B hereto (collectively, the "New Trademarks"); and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein; and

WHEREAS, Debtor and Secured Party want to confirm that the New Trademarks are subject to the collateral assignment and security interest provided for in the Trademark Security Agreement in favor of Secured Party;

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

1. Definitions.

(a) For purposes of this Amendment, unless otherwise defined herein, those terms used herein, including, but not limited to, those terms used or defined in the recitals above, shall have the respective meanings given to such terms in the Trademark Security Agreement.

(b) All references in the Trademark Security Agreement and this Agreement to the term "Trademarks" shall mean and be deemed to include, collectively, the Existing Trademarks and the New Trademarks and any other Trademarks at any time issued to Debtor or in which Debtor otherwise at any time has any interest.

2. Confirmation of Collateral Assignment and Grant of Security Interest.

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby confirms, reaffirms and restates its prior grant of a continuing security interest in and a general lien upon, and assignment and transfer to Secured Party of:

(i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the PTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof, including the Existing Trademarks and the New Trademarks;

(ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(iii) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor; against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

(b) In no event shall the foregoing be construed to mean that Secured Party has not had and does not have a security interest and collateral assignment of any of the Trademarks pursuant to the Trademark Security Agreement (other than the Interlochen trademark which has been abandoned prior to the date hereof). The security interest and transfer to Secured Party in the Trademarks shall be deemed continuously granted and perfected from the earliest date of the granting and perfection of such interests, whether under the Trademark Security Agreement, this Amendment or any of the other Financing Agreements.

3. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit B attached hereto.

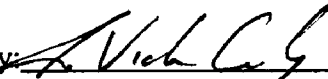
4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this agreement conflicts with any term or provision of the Trademark Security Agreement, the term or provision from this Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SAFETY COMPONENTS FABRIC
TECHNOLOGIES, INC.

By: 

Title: Treasurer

CONGRESS FINANCIAL CORPORATION
(SOUTHERN)

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SAFETY COMPONENTS FABRIC
TECHNOLOGIES, INC.

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION
(SOUTHERN)

By: Barry M. Dolin

Title: Vice President

STATE OF South Carolina)
) ss.:
COUNTY OF Greenville)

On this 28th day of October, 2003, before me personally came R. Vick Crowley,
to me known, who being duly sworn, did depose and say, that he/she is the Treasurer
of SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC., the corporation described in
and which executed the foregoing instrument; and that he/she signed his/her name thereto by
order of the Board of Directors of said corporation.



Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of _____, 2003, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is a Vice President of
CONGRESS FINANCIAL CORPORATION (SOUTHERN), the corporation described in and
which executed the foregoing instrument; and that he signed his name thereto by order of the
Board of Directors of said corporation.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of _____, 2003, before me personally came _____, to me known, who being duly sworn, did depose and say, that he/she is the _____ of SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF Georgia)
) ss.:
COUNTY OF Quitman)

On this 5 day of November, 2003, before me personally came Barry M. Dolin, to me known, who being duly sworn, did depose and say, that he is a Vice President of CONGRESS FINANCIAL CORPORATION (SOUTHERN), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Joseph J. Bailey
Notary Public

**EXHIBIT A
TO AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF EXISTING TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Interlochen	2098110	9/16/97

**EXHIBIT B
TO AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF NEW TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Number</u>	<u>Status</u>
Absolute-Wick	USA	75/564570	Issued
Dunean-Chambry	USA	75/550958	Issued
Glide II	USA	75/532288	Issued
Fusion	USA	75/561145	Issued
Fusion Z	USA	76/194364	Pending
RRRIP-STOPPER	USA	76/424925	Pending
Ultraperm	USA	76/487324	Pending
WEATHERMAX	USA	76/512952	Pending