

Form PTO-1594
(Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT
OF COMMERCE

TRADEMARKS ONLY

Patent & Trademark Office

OMB No. 065-0011 (exp. 4/94)

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

<p>1. Name of conveying party(ies):</p> <p>SI Corporation, a Delaware corporation, f/k/a Synthetic Industries, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>3. Name and address of receiving party(ies):</p> <p>Name: <u>Lee Burch, an individual who is an U.S. citizen</u></p> <p>Internal Address: _____</p> <p>Mailing Address: <u>1601 Dolwick Drive, Erlanger, KY 41018</u></p> <p>Country: <u>U.S.A.</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>2. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other Agreement _____</p> <p>Execution Date: <u>October 17, 2003</u></p>	

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

If this document is being filed together with a new application, the execution date of the application is:


A. Trademark Application No(s). _____ B. Trademark No(s). 2,494,934

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Thomas W. Humphrey, Esq.</u></p> <p>Internal Address: <u>Wood, Herron & Evans, L.L.P. 2700 Carew Tower</u></p> <p>Street Address: <u>441 Vine Street</u></p> <p>City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p> <p>Phone Number: <u>513/241-2324</u></p>	<p>6. Total number of applications and trademarks involved: <u>1</u></p> <p>7. Total fee (37 CFR 33.41): <u>\$40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account number: <u>23-3000</u> (Attach duplicate copy of this page is paying by deposit account)</p>
--	--

DO NOT USE THIS SPACE

9. 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.

Thomas W. Humphrey (Reg. No. 35,343)  July 8, 2004

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services,
Director- U.S. Patent and Trademark, Post Office Box 1450,
Alexandria, VA 22313-1450
Facsimile Number: 703/306-5995

CH \$40.00 233000 2494934

AGREEMENT

This Agreement ("Agreement") is among Integrated Textile Systems, Inc., Monroe, North Carolina ("Integrated"), Lee Burch, Erlanger, Kentucky ("Burch") and SI Corporation, Chickamauga, Georgia, formerly known as Synthetic Industries, Inc. ("SI") as of October 17, 2003 ("Effective Date").

Whereas, Integrated purchased from SI certain equipment and supplies and items and an exclusive license to use the name Tensylon and an assignment of rights from Nippon Oil Company pursuant to a written Sales Agreement dated August 27, 2001, a copy of which is attached hereto as Exhibit A ("Sales Agreement") and a Promissory Note dated August 27, 2001 in the principal amount of \$100,000, a copy of which is attached hereto as Exhibit B ("Promissory Note") which equipment and supplies and items are described in the Sales Agreement ("Equipment"), and which name Tensylon is also described in the Sales Agreement, and

Whereas, Integrated owes to SI the balance due on the Promissory Note, and

Whereas, SI has commenced a lawsuit against Integrated in the Superior Court of Walker County, Georgia, Case No. 03CV61905 ("Lawsuit"), and a copy of the Amended Complaint in such lawsuit is attached hereto as Exhibit C, and

Whereas, Burch desires to purchase the Equipment and the name Tensylon pursuant to this Agreement,

IT IS THEREFORE AGREED,

1. Sale.

1.1 Integrated and SI each hereby sell and convey to Burch all of their respective rights, title and interests in and to all of the Equipment and the name Tensylon including without limitation all trademark and rights associated therewith.

1.2 SI and Integrated shall each execute all documents and take all action reasonably requested by Burch to effect the sale and conveyance of the name Tensylon and all associated rights and trademarks to Burch and the Equipment to Burch.

2. Warranties By Integrated.

2.1 Integrated warrants to Burch that title to all of the Equipment as conveyed to Burch is free, clear and unencumbered of all claims of all persons and entities of every kind and nature.

2.2 Integrated warrants to Burch that all of the Equipment is located at Integrated's offices and facility in Monroe, North Carolina and that all of the Equipment is in good operating condition.

2.3 Integrated warrants to Burch that Burch is the exclusive and sole owner of name Tensylon including without limitation all trademark and rights associated therewith.

3. Warranties By SI.

3.1 SI warrants to Burch that it has no claims of any kind or nature to the Equipment and that it has not taken any action or omitted to do anything so as to cause any other person or entity to acquire any rights of any kind or nature in the Equipment.

3.2 SI makes no warranty of any kind or nature with respect to the condition, suitability, merchantability, or fitness, of the Equipment.

3.3 SI warrants to Burch that Burch is the exclusive and sole owner of the name Tensylon including without limitation all trademark and rights associated therewith.

4. Payment.

4.1 On the Effective Date, Burch shall pay to SI the total amount of One Hundred Forty-Four Thousand Eight Hundred Twenty-Seven and 54/100 Dollars (\$144,827.54) in full payment for all of SI's claims in the Lawsuit and pursuant to the Sales Agreement and Promissory Note and for all other claims of SI of every kind and nature against Integrated.

4.2 Burch shall not be obligated to pay any amounts to Integrated.

5. Dismissal of Lawsuit and Release of Liens.

5.1 SI shall cause the Lawsuit to be dismissed with prejudice forthwith with each party to pay its own costs and attorney fees.

5.2 SI shall immediately release all of its liens on the Equipment by filing written releases with the Secretary of State and all counties and other agencies as required by law.

6.0 Possession and Storage of Equipment.

6.1 Burch shall at Burch's expense remove the Equipment from the offices and facility of Integrated in Monroe, North Carolina where the Equipment is located ("Premises") on or before six (6) months after the Effective Date, and until Burch removes the Equipment from the Premises Integrated shall store the Equipment at the Premises for Burch without charge. Burch shall insure the Equipment against loss or damage by fire or other casualty and against theft and vandalism, with coverage in such amounts as Burch shall decide. Until removal from the Premises by Burch, Integrated may use the Equipment in the ordinary course of Integrated's business at the Premises only and Integrated shall at Integrated's cost maintain the Equipment and take all reasonable action to protect the Equipment. Integrated shall affix labels to all of the Equipment showing that the Equipment is owned by Burch and Integrated shall not permit any liens or encumbrances to be filed or asserted against the Equipment.

7.0 Miscellaneous.

7.1 This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

7.2 This Agreement contains the entire agreement among the parties and replaces and supercedes all previous and contemporaneous agreements regarding the subject matter hereof.

7.3 This Agreement shall not be modified except by a writing signed by all parties.

7.4 SI and Integrated shall keep this Agreement and the terms of this Agreement strictly confidential and shall not disclose this Agreement or its terms to any person or entity except only as required for tax or financial statement purposes or as required by law.

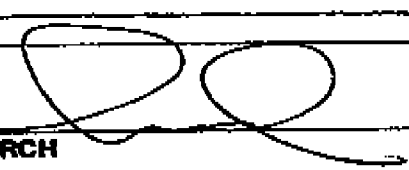
7.5 This Agreement may be executed by counterpart copies which may be exchanged among the parties by facsimile.

Executed as of the Effective Date.

INTEGRATED TEXTILE SYSTEMS, INC.

By: Gene C. Healdon 10-22-03
Title: V.P. - Technical

SI CORPORATION

By: _____
Title: _____


LEE BURCH

7.0 Miscellaneous.

7.1 This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

7.2 This Agreement contains the entire agreement among the parties and replaces and supercedes all previous and contemporaneous agreements regarding the subject matter hereof.

7.3 This Agreement shall not be modified except by a writing signed by all parties.

7.4 SI and Integrated shall keep this Agreement and the terms of this Agreement strictly confidential and shall not disclose this Agreement or its terms to any person or entity except only as required for tax or financial statement purposes or as required by law.

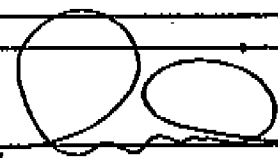
7.5 This Agreement may be executed by counterpart copies which may be exchanged among the parties by facsimile.

Executed as of the Effective Date.

INTEGRATED TEXTILE SYSTEMS, INC.

By: 
Title: President

SI CORPORATION

By: _____
Title: _____

LEE BURCH

7.0 Miscellaneous.

7.1 This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

7.2 This Agreement contains the entire agreement among the parties and replaces and supercedes all previous and contemporaneous agreements regarding the subject matter hereof.

7.3 This Agreement shall not be modified except by a writing signed by all parties.

7.4 SI and Integrated shall keep this Agreement and the terms of this Agreement strictly confidential and shall not disclose this Agreement or its terms to any person or entity except only as required for tax or financial statement purposes or as required by law.

7.5 This Agreement may be executed by counterpart copies which may be exchanged among the parties by facsimile.

Executed as of the Effective Date.

INTEGRATED TEXTILE SYSTEMS, INC.

By: _____
Title: _____

SI CORPORATION

By: J. J. Dana
Title: PRES & CEO

LEE BURCH