

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Celgard, LLC		11/09/2004	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0896258	CELGARD
Registration Number:	1177335	CELGARD
Registration Number:	1372537	CELGARD
Registration Number:	1646734	LIQUI-CEL
Registration Number:	1698911	LIQUI-CEL
Registration Number:	2612130	MINIMODULE
Registration Number:	2538306	SUPERPHOBIC
Registration Number:	2214086	DELTA-H

## CORRESPONDENCE DATA

Fax Number:

(212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone:

(212) 455-2254

Email:

LLevy@stblaw.com

Correspondent Name:

Robyn Rahbar, Esq.

Address Line 1:

Simpson Thacher &amp; Bartlett LLP

TRADEMARK

REEL: 002972 FRAME: 0480

900015176

OP \$215.00 0896258

Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1031
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NAME OF SUBMITTER:	Lea B. Levy
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Total Attachments: 7 source=SI_C_TMs#page1.tif source=SI_C_TMs#page2.tif source=SI_C_TMs#page3.tif source=SI_C_TMs#page4.tif source=SI_C_TMs#page5.tif source=SI_C_TMs#page6.tif source=SI_C_TMs#page7.tif
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 9, 2004 is made by Celgard, LLC, a Delaware limited liability company (the "Obligor"), in favor of JPMorgan Chase Bank, a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 13, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PP Holding Corporation, a Delaware corporation and indirect parent of Obligor, Polypore, Inc., a Delaware corporation and indirect parent of Obligor ("Borrower"), the Lenders, the Agent, General Electric Capital Corporation, Lehman Commercial Paper Inc. and UBS Securities LLC, as Co-Documentation Agents, and Bear Stearns Corporate Lending Inc., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of May 13, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CELGARD, LLC

By:   
Name:  
Title:

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CELGARD, LLC

By: \_\_\_\_\_  
Name:  
Title:

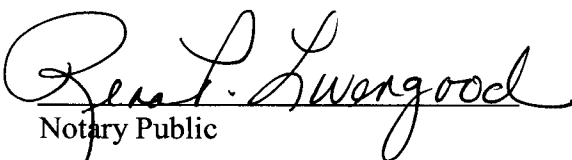
JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name:  
Title:

**PETER A. DEDOUSIS**  
**MANAGING DIRECTOR**

STATE OF North Carolina )  
 ) ss  
COUNTY OF Mecklenburg )

On the 4 day of November, 2004, before me personally came  
Lynn Amos, who is personally known to me to be the Chief Financial Officer of  
Celgard, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say  
that she/he is the CFO in such limited liability company, the limited  
liability company described in and which executed the foregoing instrument; that she/he  
executed and delivered said instrument pursuant to authority given by the Board of Directors of  
such limited liability company; and that she/he acknowledged said instrument to be the free act  
and deed of said limited liability company.

  
Notary Public

My Commission Expires March 11, 2008

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
 ) ss  
COUNTY OF New York )  
 in

On the 13 day of October, 2004, before me personally came Peter DeLousis, who is personally known to me to be the managing Director of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the managing Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Edeline C. Adderley  
Notary Public

**EDELINE C. ADDERLEY**  
Notary Public, State of New York  
No. 01AD6079940 Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires September 3, 2006

(PLACE STAMP AND SEAL ABOVE)

## SCHEDULE A

### U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CELGARD	0896258
CELGARD	1177335
CELGARD & DESIGN	1372537
LIQUI-CEL	1646734
LIQUI-CEL (STYLIZED)	1698911
MINIMODULE	2612130
SUPERPHOBIC	2538306
DELTA-H	2214086