

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Grant of Trademark Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Propex Fabrics Inc. (formerly known as Amoco Fabrics and Fibers Company)		12/01/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BNP Paribas, as Administrative Agent
Street Address:	One Front Street, 23rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111-5325
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78351715	STEP ONE
Serial Number:	78488550	STEPONE
Serial Number:	78477681	VITPEX
Registration Number:	1078982	ACTIONBAC
Registration Number:	1464618	AMOLENE
Registration Number:	1247702	AMOPAVE
Registration Number:	1051905	DUON
Registration Number:	1702514	HI VU
Registration Number:	2462857	PETROGRID
Registration Number:	0875481	PETROMAT
Registration Number:	1251155	PETROTAC
Registration Number:	0793425	POLY BAC
Registration Number:	2361487	PRO-GUARD
Registration Number:	0975562	PROPEX

CH \$465.00 78351715

Registration Number:	2788557	PROPEX
Registration Number:	2386233	
Registration Number:	1087778	SUPAC
Registration Number:	1616745	SUPERGRO

CORRESPONDENCE DATA

Fax Number: (213)430-6407

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

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham, Esq.
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Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PROPEX FABRICS INC., a Delaware corporation ("**Grantor**" or "**Company**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement, dated as of December 1, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 1, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in

the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

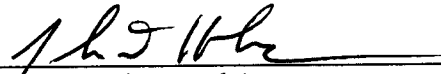
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of December, 2004.

PROPEX FABRICS INC.

By: 
Name: John Hawkins
Title: Vice President and Assistant Treasurer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>
1.	PROPEX FABRICS INC.	ACTIONBAC (Stylized)	1078982
2.	PROPEX FABRICS INC.	AMOLENE	1464618
3.	PROPEX FABRICS INC.	AMOPAVE	1247702
4.	PROPEX FABRICS INC.	DUON	1051905
5.	PROPEX FABRICS INC.	HI VU	1702514
6.	PROPEX FABRICS INC.	PETROGRID	2462857
7.	PROPEX FABRICS INC.	PETROMAT	0875481
8.	PROPEX FABRICS INC.	PETROTAC	1251155
9.	PROPEX FABRICS INC.	POLY BAC	0793425
10.	PROPEX FABRICS INC.	PRO-GUARD	2361487
11.	PROPEX FABRICS INC.	PROPEX	0975562
12.	PROPEX FABRICS INC.	PROPEX	2788557
13.	PROPEX FABRICS INC.	STRIPE DESIGN	2386233
14.	PROPEX FABRICS INC.	SUPAC	1087778
15.	PROPEX FABRICS INC.	SUPERGRO	1616745

Pending Trademarks:

	<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>
1.	PROPEX FABRICS INC.	STEP ONE	78/351715
2.	PROPEX FABRICS INC.	STEP ONE (Stylized)	78/488550
3.	PROPEX FABRICS INC.	VITPEX	78/477681

Schedule A-1

LA3:1082000

RECORDED: 12/17/2004

**TRADEMARK
REEL: 002993 FRAME: 0837**