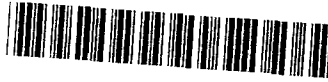


08-24-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD TR/



102819733

DEPARTMENT OF COMMERCE S. Patent and Trademark Office

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

1. Name of conveying party(ies):

CHICOPEE, INC.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 08/05/2004

2. Name and address of receiving party(ies)

Name: Wilmington Trust Company, as

Internal Address: Second Lien Collateral Agent

Street Address: 1100 No. Market Street

City: Wilmington State: DE Zip: 19890

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
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) 76/539,662 and the add'l trademarks listed on Schedule I

B. Trademark Registration No.(s) 2,366,859 and the add'l trademarks listed on Schedule I

Additional number(s) attached Yes No

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

Name: Five Ovalls

Internal Address: Corporation Service Company

Street Address: 1139 Ave of The Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

55

7. Total fee (37 CFR 3.41):

\$ 1390.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy
Name of Person Signing

Maureen P. Murphy
Signature

08/05/2004
Date

Total number of pages including cover sheet, attachments, and document: 14

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

08/23/2004 ECOOPER 00000060 76539662

01 FC:8521 40.00 OP
02 FC:8522 1350.00 OP

TRADEMARK REEL: 003043 FRAME: 0043

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

FABPRO ORIENTED POLYMERS, INC.

FIBERTECH GROUP, INC.

POLYIONIX TECHNOLOGIES, INC.

POLYMER GROUP, INC.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK REPORT FOR : POLYMER GROUP, INC.

<u>Client Reference</u>	<u>Country</u>	<u>Appln No.</u>	<u>Date Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>	<u>Mark</u>	<u>Status</u>
United States of America Owner: Chicopee, Inc.		75/461,238	4/3/1998	2,366,859	7/11/2000	APEX	Registered
United States of America Owner: FabPro Oriented Polymers, Inc.		73/493,725	8/6/1984	1,329,660	4/9/1985	BALE-LOK	Registered
United States of America Owner: Polymer Group, Inc.		76/539,662	8/25/2003			BALE-LOK	Pending
United States of America Owner: Polymer Group, Inc.		76/539,661	8/25/2003			BALE-LOK PLUS	Pending
United States of America Owner: Chicopee, Inc.		71/479,279	2/1/1945	423,917	9/17/1946	BONLINN	Registered
United States of America Owner: Chicopee, Inc.		75/564,804	10/5/1998	2,420,492	1/16/2001	C CHICOPEE and Design	Registered
United States of America Owner: Chicopee, Inc.		73/280,772	10/6/1980	1,174,277	10/20/198_	C CHICOPEE stylized	Registered
United States of America Owner: Chicopee, Inc.		73/303,969	4/2/1981	1,187,714	1/26/1982	C CHIX Stylized	Registered
United States of America Owner: Chicopee, Inc.		75/766,609	8/2/1999	2,488,735	9/11/2001	CARTEX	Registered
United States of America Owner: Chicopee, Inc.		71/654,255	10/6/1953	594,583	8/31/1954	CHICOPEE	Registered
United States of America Owner: Chicopee, Inc.		71/641,368	1/27/1953	594,283	8/24/1954	CHIX	Registered

<u>Client Reference</u>	<u>Country</u>	<u>AppIn No.</u>	<u>Date Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>	<u>Mark</u>	<u>Status</u>
United States of America Owner: Chicopee, Inc.		73/303,794	4/2/1981	1,185,839	1/12/1982	CHIX	Registered
United States of America Owner: Chicopee, Inc.		75/212,870	12/13/199_	2,177,919	8/4/1998	CHUX	Registered
United States of America Owner: Chicopee, Inc.		72/305,549	8/20/1968	873,879	7/29/1969	Cluster Design	Registered
United States of America Owner: Chicopee, Inc.		75/588,296	11/13/199_	2,378,673	8/22/2000	COMFORTSILK	Registered
United States of America Owner: Chicopee, Inc.		72/427,934	6/21/1972	1,256,427	11/1/1983	Cross Hatch Design	Registered
United States of America Owner: Polymer Group, Inc.		78/236,087	4/10/2003			CROSS SPUN	Pending
United States of America Owner: Chicopee, Inc.		72/062,268	11/12/195_	683,666	8/18/1959	DOTTIE	Registered
United States of America Owner: Chicopee, Inc.		73/293,068	1/14/1981	1,190,758	2/23/1982	DURALACE	Registered
United States of America Owner: Chicopee, Inc.		73/696,257	11/18/198_	1,555,808	9/12/1989	DURAWIPE	Registered
United States of America Owner: Polymer Group, Inc.		75/283,582	4/29/1997	2,272,777	8/24/1999	ENGINEERED WITH NATURAL WATER BLAST TECHNOLOGY	Registered
United States of America Owner: Polymer Group, Inc.		76/323,227	10/9/2001	2,765,168	9/16/2003	FIBERSOURCE	Granted

<u>Client Reference</u>	<u>Country</u>	<u>Appln No.</u>	<u>Date Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>	<u>Mark</u>	<u>Status</u>
United States of America Owner: Chicopee, Inc.		73/405,623	12/10/198_	1,270,820	3/20/1984	FRESH GUY	Registered
United States of America Owner: Chicopee, Inc.		73/502,273	10/3/1984	1,355,609	5/14/1985	FRESH GUY and Design	Registered
United States of America Owner: Polymer Group, Inc.		76/044,436	5/10/2000	2,449,191	5/8/2001	GENESIS	Registered
United States of America Owner: Fibertech Group, Inc.		74/509,723	4/6/1994	1,983,314	7/2/1996	ISOLITE	Registered
United States of America Owner: Chicopee, Inc.		71/681,663	2/23/1955	609,200	7/19/1955	KEYBAK	Registered
United States of America Owner: Chicopee, Inc.		73/498,380	9/7/1984	1,355,429	11/30/199_	KIARA	Registered
United States of America Owner: Chicopee, Inc.		75/371,619	10/10/199_	2,296,649	11/30/199_	KIARA PS	Registered
United States of America Owner: Chicopee, Inc.		71/615,371	6/19/1951	564,988	10/7/1952	MASSLINN	Registered
United States of America Owner: Chicopee, Inc.		72/013,419	8/6/1956	647,808	7/2/1957	MASSLINN	Registered
United States of America Owner: Polymer Group, Inc.		76/378,247	3/4/2002	2,779,070	11/4/2003	MAXWRAP	Granted
United States of America Owner: Chicopee, Inc.		75/427,490	2/2/1998	2,500,625	10/23/200_	MIRALACE	Registered
United States of America Owner: Chicopee, Inc.		74/364,771	3/5/1993	2,001,728	9/17/1996	MIRATEC	Registered

<u>Client Reference</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Date Filed</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>	<u>Status</u>
	United States of America Owner: Fibertech Group, inc.	74/514,730	4/15/1994	1,972,201	5/7/1996	MULTI-STRIKE	Registered
	United States of America Owner: Chicopee, Inc.	73/334,349	10/26/198_	1,214,895	11/2/1982	PERFEX	Registered
	United States of America Owner: Chicopee, Inc.	72/266,637	3/14/1967	854,606	8/13/1968	PERFEX	Registered
	United States of America Owner: Polymer Group, Inc.	75/161,970	9/6/1996	2,097,486	9/16/1997	PGI	Registered
	United States of America Owner: FabPro Oriented Polymers, Inc.	73/493,726	8/6/1984	1,329,661	4/9/1985	POLY-BALE	Registered
	United States of America Owner: Polymer Group, Inc.	73/663,464	5/29/1987	1,583,718	2/20/1990	POLY-BOND	Registered
	United States of America Owner: PolyIonix Technologies, Inc.	75/434,679	2/17/1998	2,423,700	1/23/2001	POLYIONIX	Registered
	United States of America Owner: PolyIonix Technologies, Inc.	75/434,678	2/17/1998	2,423,699	1/23/2001	POLYMET	Registered
	United States of America Owner: Chicopee, Inc.	74/236,940	1/13/1992	1,797,050	10/5/1993	QUIX	Registered
	United States of America Owner: Chicopee, Inc.	72/390,471	5/21/1971	927,771	1/25/1972	RETICULON	Registered
	United States of America Owner: Polymer Group, Inc.	76/396,546	4/18/2002			SILKYTOUCH	Pending
	United States of America Owner: Polymer Group, Inc.	76/044/435	5/10/2000	2,449,190	5/8/2001	SPECTER	Registered

<u>Client Reference</u>	<u>Country</u>	<u>Appln No.</u>	<u>Date Filed</u>	<u>Reg No.</u>	<u>Reg Date</u>	<u>Mark</u>	<u>Status</u>
	United States of America Owner: Chicopee, Inc.	73/275,713	8/26/1980	1,249,009	8/23/1983	STRETCH'n DUST	Registered
	United States of America Owner: Chicopee, Inc.	73/537,192	5/13/1985	1,369,062	11/5/1985	STRETCH'N DUST	Registered
	United States of America Owner: Chicopee, Inc.	74/353,579	1/29/1993	1,823,762	2/22/1994	SUR-PREP	Registered
	United States of America Owner: Polymer Group, Inc.	75/523,341	7/22/1998	2,756,446	8/26/2003	ULTRALOFT	Registered
	United States of America Owner: Polymer Group, Inc.	75/523,344	7/22/1998	2,498,659	10/16/200_	ULTRA-PLY	Registered
	United States of America Owner: Chicopee, Inc.	71/506,148	7/23/1946	508,889	4/26/1949	VISKON	Registered
	United States of America Owner: Chicopee, Inc.	72/427,931	6/21/1972	1,175,550	10/27/198_	Wavy Line Design	Registered
	United States of America Owner: Chicopee, Inc.	75/307,935	6/12/1997	2,204,550	11/17/199_	WISEBOX	Registered
	United States of America Owner: Chicopee, Inc.	73/742,745	7/28/1988	1,559,861	10/10/198_	WORXWELL	Registered

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2004, effective as of April 27, 2004, by and among Polymer Group, Inc. (the "Borrower"), and the Guarantors listed on Schedule II, attached hereto (collectively, the "Original Guarantors," and together with the Borrower, the "Pledgors"), in favor of Citicorp North America, Inc., in its capacity as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent") and Wilmington Trust Company, in its capacity as Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent") pursuant to the Credit Agreement dated April 27, 2004 as amended August 5, 2004 (the First Lien Collateral Agent and the Second Lien Collateral Agent, collectively, the "Collateral Agents").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement dated April 27, 2004, as amended (the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agents, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agents as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. It being expressly understood and agreed that the security interest granted herein for the benefit of the Collateral Agents on behalf of the applicable Secured Parties shall be subject to the intercreditor and subordination terms of the Credit Agreement and Collateral Sharing Agreement, the following liens on the Collateral are hereby granted:

Each Pledgor hereby pledges and grants to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Each Pledgor hereby pledges and grants to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agents pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agents with respect to the security interest in the Trademarks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agents shall otherwise reasonably determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agents shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

POLYMER GROUP, INC.

By: Willis C. Moore, III
Name: Willis C. Moore, III
Title: CFO

BONLAM (S.C.), INC.
CHICOPEE, INC.
DOMINION TEXTILE (USA) INC.
FABPRO ORIENTED POLYMERS,
INC.
FABRENE CORP.
FABRENE GROUP L.L.C.
FIBERGOL CORPORATION
FIBERTECH GROUP, INC.
FNA ACQUISITION, INC.
FNA POLYMER CORP.
LORETEX CORPORATION
PGI EUROPE, INC.
PGI POLYMER, INC.
PNA CORP.
POLY-BOND INC.
POLYIONIX SEPARATION
TECHNOLOGIES, INC.
PRISTINE BRANDS
CORPORATION
TECHNETICS GROUP, INC.,
as Original Guarantors

By: Willis C. Moore, III
Name: Willis C. Moore, III
Title: CFO

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as First Lien Collateral Agent

By: 

Name: Aaron Dannenberg
Title: Vice President

WILMINGTON TRUST COMPANY,
as Second Lien Collateral Agent

By: _____

Name:
Title:


[Trademark Security Agreement Signature Page]

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as First Lien Collateral Agent

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
as Second Lien Collateral Agent

By:  _____
Name: **James J. McGinley**
Title: **Authorized Signer**

[Trademark Security Agreement Signature Page]

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

BONLAM (S.C.), INC.
CHICOPEE, INC.
DOMINION TEXTILE (USA) INC.
FABPRO ORIENTED POLYMERS, INC.
FABRENE CORP.
FABRENE GROUP L.L.C.
FIBERGOL CORPORATION
FIBERTECH GROUP, INC.
FNA ACQUISITION, INC.
FNA POLYMER CORP.
LORETEX CORPORATION
PGI EUROPE, INC.
PGI POLYMER, INC.
PNA CORP.
POLY-BOND INC.
POLYIONIX SEPARATION TECHNOLOGIES, INC.
PRISTINE BRANDS CORPORATION
TECHNETICS GROUP, INC.