

01-18-2006

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



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

103097122

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

1-17-06

1. Name of conveying party(ies):
INVISTA NORTH AMERICA S.A. R.L.

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

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

2. Name and address of receiving party(ies)
Name: JPMORGAN CHASE BANK, N.A.
Internal Address: _____
Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX Zip: 77252

Individual(s) citizenship _____
 Association National 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 1/17/2006

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 28

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope Agodoa
Internal Address: Federal Research Corporation
Street Address: 1030 15th Street, NW
Suite 920
City: Washington State: DC Zip: 20005

7. Total fee (37 CFR 3.41).....\$ 715⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.

Bradley R. Petersen
Name of Person Signing Bradley R. Petersen Signature 1/17/2006 Date

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

RECEIVED OPR
2005 JAN 17 PM 3:28
ASSIGNMENTS DIV

01/18/2006 DBYRNE 00000005 78635120

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

01 FC:8521 40.00 OP
02 FC:8522 675.00 OP
03 FC:8523 120.00 OP

Trademarks

Trademark	Application Number	Filing Date
ALWAYS BEAUTIFUL	78635120	23-May-05
ANTRON	78604568	8-Apr-05
ANTRON PERFORMANCE FIBER	78655110	21-Jun-05
ANTRON RECLAMATION PROGRAM	78651177	16-Jun-05
ANTRON WITH STAIN RESIST (STYLIZED)	78611125	18-Apr-05
LOWIK	78/468696	17-Aug-04
LYCRA	78666117	8-Jul-05
LYCRA WAVE LOGO	78703134	30-Aug-05
OPTIQUE	78723438	29-Sep-05
PERFORMA	78613513	21-Apr-05
PREFERENCE	78623037	4-May-05
QUILTED HUGGABLE	78637883	26-May-05
S.M.A.R.T.	78634354	20-May-05
SAVVY HOME DESIGN	78640916	1-Jun-05
SAVVY HOME DESIGNER	78641187	1-Jun-05
SOLARMAX	78621143	2-May-05
SOLARMAX	78624544	6-May-05
SOLARMAX LOGO	78624555	6-May-05
SUPERIOR MATERIALS AND REVOLUTIONARY TECHNOLOGIES	78634363	20-May-05
TACTEL	78652304	16-Jun-05
TACTEL	78688841	10-Aug-05
THE HUGGABLE MATTRESS PAD	78621168	2-May-05
THE MEMORY PILLOW	78621623	3-May-05
XTRA LIFE LYCRA	78598843	31-Mar-05
XTRA LIFE LYCRA	78976340	31-Mar-05
XTRA LIFE LYCRA LOGO (W/O WATER DROP)	78610808	18-Apr-05
XTRA LIFE LYCRA LOGO (W/O WATER DROP)	78976343	18-Apr-05
XTRA LIFE LYCRA LOGO (WITH TEARDROP)	78598825	31-Mar-05

U.S. COPYRIGHT, PATENT AND TRADEMARK**SECURITY AGREEMENT**

COPYRIGHT, PATENT and TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2006 (together with all amendments, if any, from time to time hereto, this "Copyright, Patent and Trademark Security Agreement"), between INVISTA North America S.à r.l. (formerly known as Arteva North America S.à r.l.) (the "IP Grantor"), and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), in its capacity as Administrative Agent ("Administrative Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2004, as amended and restated as of September 30, 2004, as amended and restated as of January 17, 2006 among INVISTA B.V. (formerly known as KoSa B.V.), INVISTA S.à r.l. (formerly known as Arteva Specialities S.à r.l.), INVISTA (Canada) Company (formerly known as KoSa Canada Company), KoSa UK Limited and Arteva Global Holdings B.V., the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans and issue Letters of Credit to or for the benefit of, the Borrowers;

WHEREAS, in order to induce the Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, the IP Grantor has agreed to grant a continuing security interest in the IP Collateral to secure the Obligations, pursuant to the Guarantee and Collateral Agreement dated as of April 30, 2004 (such agreement as amended, restated, supplemented, reaffirmed or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement, the IP Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Copyright, Patent and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IP Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Credit Agreement or the Collateral Agreement.

2. Grant Of Security Interest In Copyright, Patent and Trademark

Collateral. The IP Grantor hereby grants to the Administrative Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of the IP Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright, Patent and Trademark Collateral"):

(a) all Copyrights set forth on Schedule I hereto;

(b) all Patents set forth on Schedule II hereto;

(c) all Trademarks set forth on Schedule III hereto;

(d) all renewals of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Copyright, Patent and Trademark; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the IP Grantor against third parties for past, present or future (i) infringement or dilution of any Copyright, Patent or Trademark or (ii) injury to the goodwill associated with any Copyright, Patent or Trademark.

3. Security Agreement. The security interests granted pursuant to this Copyright, Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. The IP Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyright, Patent and Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is any conflict between this Copyright, Patent and Trademark Security Agreement and the provisions of the Collateral Agreement, the provisions of the Collateral Agreement shall prevail.

4. Counterparts. This Copyright, Patent and Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

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

INVISTA North America S.à r.l.,

by 
Name: Jay L. Voncannon
Title: Authorized Signatory



ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent,

by _____
Name:
Title:

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

INVISTA North America S.à r.l.,

by _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent,

by Marian N. Schulman

Name: **MARIAN N. SCHULMAN**
Title: **Managing Director**

Copyrights

NONE.

Patents

Application No.	Filing Date	INVISTA Docket No.
10/506348	11-May-05	RD8145
10/546351	18-Aug-05	LP5525
10/55806	3-Nov-05	2002/06
11/083497	18-Mar-05	2003/07
11/103044	11-Apr-05	PI1270
11/103338	11-Apr-05	DP7025
11/108021	15-Apr-05	RD8500
11/109381	19-Apr-05	LP5815
11/112537	22-Apr-05	LP5765
11/123282	6-May-05	RD8560
11/145853	6-Jun-05	LP4830
11/152807	14-Jun-05	LP4935
11/157700	21-Jun-05	RD8465
11/157703	21-Jun-05	RD8505
11/163046	3-Oct-05	LP4830
11/169346	29-Jun-05	LP5565
11/173267	1-Jul-05	RD8466
11/181902	15-Jul-05	LP5675
11/195414	2-Aug-05	LP5355
11/202735	12-Aug-05	LP5681
11/203078	12-Aug-05	LP5341
11/216733	31-Aug-05	LP5365
11/228128	16-Sep-05	SS3255
11/238468	29-Sep-05	LP5785
11/248787	11-Oct-05	LP5920
11/253920	19-Oct-05	RD8440
11/253927	19-Oct-05	LP5855
11/268112	7-Nov-05	LP5570
11/273894	14-Nov-05	RD8500
11/274620	15-Nov-05	RD8385
11/292456	2-Dec-05	CH2704
11/300229	13-Dec-05	LP5855
11/301608	13-Dec-05	RD8680
11/303594	16-Dec-05	LP5680
60/594811	9-May-05	LP5725
60/668360	4-Apr-05	LP5755
60/670403	12-Apr-05	LP5840
60/687830	6-Jun-05	RD8650
60/693147	23-Jun-05	LP5055
60/694051	24-Jun-05	LP5856
60/724796	11-Oct-05	LP5930
60/736976	14-Nov-05	LP5860
60/738683	22-Nov-05	LP5605
60/738684	22-Nov-05	LP5965
60/738732	22-Nov-05	LP5720
60/738733	22-Nov-05	LP5726
60/738734	22-Nov-05	LP5315

Application No.	Filing Date	INVISTA Docket No.
60/738901	22-Nov-05	LP5975
60/742706	6-Dec-05	RD8665

[[NYCORP:2560460]]
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TRADEMARK
REEL: 003229 FRAME: 0834

Trademarks

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ALWAYS BEAUTIFUL	78635120	23-May-05
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