

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
LINQ Industrial Fabrics, Inc.		12/20/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1778241	LINQ
Registration Number:	1021086	BAXON
Registration Number:	2027642	CROHMIQ
Registration Number:	2939566	CROHMIQ
Serial Number:	76581430	CROHMIQ BLUE
Serial Number:	76581431	CROHMIQ WHITE
Serial Number:	76606004	

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-420-5527
 Email: rbirdwell@phrd.com
 Correspondent Name: Rhonda J. Birdwell, Paralegal
 Address Line 1: 285 Peachtree Center Avenue, Suite 1500
 Address Line 4: Atlanta, GEORGIA 30303

CH \$190.00 1778241

ATTORNEY DOCKET NUMBER:	3521-6
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	01/31/2006

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 20th day of December, 2005, between **LINQ INDUSTRIAL FABRICS, INC.**, a Delaware corporation having its principal place of business at 2550 West Fifth North Street, Summerville, South Carolina 29483 (the "Company"), and **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company having an office at 4445 Willard Avenue, 12th Floor, Chevy Chase, Maryland 20815 ("Lender").

WITNESSETH:

WHEREAS, the Company desires to obtain loans from Lender pursuant to a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof by and between the Company and Lender (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement"); and

WHEREAS, Lender is willing to make loans to the Company from time to time, in Lender's discretion, provided the Company executes this Agreement;

WHEREAS, the Company has contemporaneously herewith pursuant to the Loan Agreement, granted to Lender a lien upon and security interest in the Company's now existing or hereafter acquired inventory, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without

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limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) No written claim has been received by the Company that the use of any of the Trademarks does or may violate the rights of any third person; and

(c) The Company has the unqualified right to enter into this Agreement and perform its terms.

4. The Company covenants and agrees that:

(a) The Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any Liens other than Permitted Liens;

(b) The Company will maintain the quality of the products associated with the Trademarks, at a level materially consistent with the quality at the time of this Agreement, and will provide Lender with a certificate to that effect in the form attached hereto as Exhibit 1 executed by an officer of the Company, upon Lender's request or more frequently as determined by Lender if an Event of Default exists; and

(c) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.

5. The Company hereby grants to Lender and its employees and agents the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Lender to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) that is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

8. The Company authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Maryland. Without limiting the generality of the foregoing, Lender may immediately, without notice or demand, each of which the Company hereby waives, collect directly any payments due the Company in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

10. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to the Company all releases and other instruments necessary to terminate Lender's security interest in the Collateral.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents required hereunder and the exercise of Lender's rights hereunder, including, without limitation paragraph 14 hereof, shall be payable by the Company in accordance with Section 12.7 of the Loan Agreement.

13. The Company shall use reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. Except with respect to Trademarks abandoned by the Company in accordance with this paragraph 13, the Company shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks that are material to the business of the Company, to file and prosecute opposition and cancellation proceedings (provided that such duty shall not be interpreted to require Company to sue third parties for trademark infringement unless the failure to bring such suit would have a Material Adverse Effect on the Company), to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender; provided, however, the Company may abandon a Trademark in the regular and ordinary course of Company's business as presently conducted so long as (i) such abandonment could not reasonably be expected to have a Material Adverse Effect, (ii) Company determines in its good faith judgment that there is a reasonable and valid business reason to justify the abandonment of such Trademark, (iii) no Default or Event of Default exists and such time or would result therefrom, and (iv) Company notifies Lender of such abandonment at least thirty (30) days prior to such abandonment.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, after the occurrence of an Event of Default or if Lender otherwise determines in good faith that the Company is not complying with its obligations under paragraph 13 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, in which event the Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Company's name or in Lender's name, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses,

including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

21. Notice of acceptance hereof is hereby waived by the Company.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland.

23. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

[Signatures on following page]

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

LINQ INDUSTRIAL FABRICS, INC.

Sylvie Desrochers, Secretary

By: Sean A. Carter
Sean A. Carter, Controller

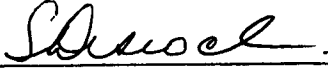
Accepted:

CAPITALSOURCE FINANCE LLC
("Lender")

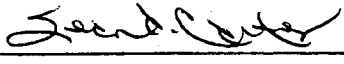
By: _____
Name: _____
Title: _____

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:


Sylvie Desrochers, Secretary

LINQ INDUSTRIAL FABRICS, INC.

By: 
Sean A. Carter, Controller

Accepted:

CAPITALSOURCE FINANCE LLC
("Lender")

By: _____
Name: _____
Title: _____

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

LINQ INDUSTRIAL FABRICS, INC.

Sylvie Desrochers, Secretary

By: Sean A. Carter

Sean A. Carter, Controller

Accepted:

CAPITALSOURCE FINANCE LLC
("Lender")

By: Keith D. Reuben

Name: KEITH D. REUBEN

Title: MANAGING DIRECTOR

TRADEMARK

REEL: 003237 FRAME: 0503

STATE OF SOUTH CAROLINA §
 §
COUNTY OF CHARLESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Sean A. Carter, Controller of LINQ INDUSTRIAL FABRICS, INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20th day of December, 2005.

Barbara J. Morgan
Notary Public for South Carolina
My Commission Expires: 2/15/2012

[NOTARIAL SEAL]

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of CAPITALSOURCE FINANCE LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of December, 2005.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

STATE OF SOUTH CAROLINA §
 §
COUNTY OF CHARLESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Sean A. Carter, Controller of LINQ INDUSTRIAL FABRICS, INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20th day of December, 2005.

Berben L. Moya
Notary Public for South Carolina
My Commission Expires: 2/15/2012

[NOTARIAL SEAL]

STATE OF Maryland §
 §
COUNTY OF Montgomery §

BEFORE ME, the undersigned authority, on this day personally appeared Keith D. Reuben of CAPITALSOURCE FINANCE LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21st day of December, 2005.

Angela DiSomma
Notary Public
My Commission Expires: Angela DiSomma
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires 10-18-09

[NOTARIAL SEAL]

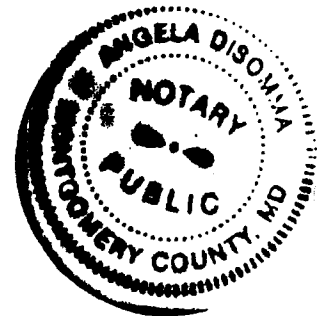


Exhibit 1

CERTIFICATE

The undersigned officer of **LINQ INDUSTRIAL FABRICS, INC.** (the "Company"), DOES HEREBY CERTIFY to **CAPITALSOURCE FINANCE LLC** ("Lender") that the quality of the products associated with the Trademarks listed on Schedule A of the Trademark Security Agreement dated December 20th, 2005, between the Company and Lender (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this 20th day of December, 2005

LINQ INDUSTRIAL FABRICS, INC.

By: Sean A. Carter
Sean A. Carter, Controller

Schedule A

LINO INDUSTRIAL FABRICS, INC. - TRADEMARKS

LINO - USA

TRADEMARK	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	NEXT DEADLINE
LINO	74-232,674	December 23, 1991	1,778,241	June 22, 1993	June 22, 2013	June 22, 2013 (renewal)
BAXON	73-008,556	December 11, 1973	1,021,086	September 23, 1975	September 23, 2005	Expunged
CROHMIQ (1)	74-620177	January 11, 1995	2,027,642	December 31, 1996	December 31, 2006	December 31, 2006 (renewal)
CROHMIQ (1)	76-603,262	July 21, 2004	2,939,566	April 12, 2005	April 12, 2015	April 12, 2011 (statement of use)
CROHMIQ BLUE (stylized) (1)	76-581,430	March 17, 2004	pending			
CROHMIQ WHITE (1)	76-581,431	March 17, 2004	pending			
THE COLOR BLUE	76-606,004 76,606,004	August 9, 2004	pending			

(1) Under License with Cesur Ambalaj - Turkey

LINO - Canada

TRADEMARK	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	NEXT DEADLINE
LINO	707,761	June 23, 1992	TMAA420094	November 26, 1993	November 26, 2008	November 26, 2008 (renewal)
CROHMIQ	1,191,995	September 26, 2003	TMAA628497	December 15, 2004	December 15, 2019	December 15, 2019 (renewal)

TRADEMARK

LINQ - Australia

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>	<u>NEXT DEADLINE</u>
CROHMIQ	974,050	October 13, 2003	974,050	October 13, 2003	October 13, 2013	October 13, 2013 (renewal)
CROHMIQ	1,037,919	January 17, 2005	1,037,919	January 17, 2005	January 17, 2015	January 17, 2015 (renewal)

LINQ - China

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>	<u>NEXT DEADLINE</u>
CROHMIQ	3,769,575	October 27, 2003	pending			

LINQ - European Community

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>	<u>NEXT DEADLINE</u>
CROHMIQ	3,371,564	September 25, 2003	3,371,564	December 3, 2004	September 25, 2013	September 25, 2013 (renewal)
CROHMIQ	4,239,844	January 14, 2005	pending			

LINQ - Japan

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>	<u>NEXT DEADLINE</u>
CROHMIQ	2003-89,446	October 10, 2003	4,784,034	July 2, 2004	July 2, 2014	July 2, 2014 (renewal)
CROHMIQ	2005-2504	July 21, 2004	pending			

TRADEMARK

REEL: 003237 FRAME: 0508

LINQ - Mexico

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>	<u>NEXT DEADLINE</u>
CROHMIQ	635,936	December 19, 2003	819,718	January 27, 2004	December 19, 2013	December 19, 2013 (renewal)

LINQ - South Korea

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>	<u>NEXT DEADLINE</u>
CROHMIQ	40-2003-44,408	October 9, 2003	0596900	October 22, 2004	October 22, 2014	October 22, 2014 (renewal)

LINQ - Taiwan

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>	<u>NEXT DEADLINE</u>
CROHMIQ	92,060,359	October 14, 2003	1109034	July 1, 2004	June 30, 2014	June 30, 2014 (renewal)

TRADEMARK