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
First Quality Products, Inc.	FORMERLY First Quality Products Inc.	01/31/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, 19th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-0010
Entity Type:	National Association:

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2882873	ACTIVA SYSTEM
Registration Number:	2703266	ADVANCED ZONING SYSTEM
Registration Number:	2722670	ALL NITES
Registration Number:	2867822	AT FIRST QUALITY WE PUT QUALITY OF LIFE FIRST
Registration Number:	2703267	AZS
Registration Number:	2909184	AZS ADVANCED ZONING SYSTEM
Registration Number:	2520518	COMFORT SHAPE
Registration Number:	2881901	CUTIES
Registration Number:	3019852	EASY AS 1-2-3
Registration Number:	3007873	EASY-LOCK FASTENER
Registration Number:	2390759	FIRST QUALITY
Registration Number:	2720065	FITS TO A T
Registration Number:	2834526	FQP

CH $790.00 2882873

Registration Number:	2678408	NU-FIT
Registration Number:	2889408	PERFIT
Registration Number:	2559548	PER-FIT
Registration Number:	2390758	PREVAIL
Registration Number:	1986312	PREVAIL
Registration Number:	2720118	PREVAIL ALL NITES
Registration Number:	2278241	TOTAL CARE
Serial Number:	78322171	BEN-E-FIT
Serial Number:	78322164	BENE-FIT
Serial Number:	78330038	BREEZERS
Serial Number:	78480758	DRI-BED
Serial Number:	78330960	ELF
Serial Number:	78386077	FAITH
Serial Number:	78671087	FIRST QUALITY
Serial Number:	78419156	PREVAIL CLASSICS
Serial Number:	78543228	SILKY-SOFT
Serial Number:	78444050	VALUE BUY
Registration Number:	2981798	FQ

CORRESPONDENCE DATA

Fax Number: (212)822-5131

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

Phone: (212) 530-513

Email: jgonder@milbank.com

Correspondent Name: Jason M. Gonder

Address Line 1: 1 Chase Manhattan Plaza

Address Line 4: New York, NEW MEXICO 10005

NAME OF SUBMITTER:	Jason M. Gonder
Signature:	/s/Jason M. Gonder
Date:	01/31/2006

Total Attachments: 14

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AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS (the "**Agreement**") is made effective as of the 31st day of January, 2006 by and among **FIRST QUALITY PRODUCTS, INC.** ("**Grantor**") and **JPMORGAN CHASE BANK, N.A.** ("**Collateral Agent**") acting in the capacity of collateral agent for the benefit of Lenders (as defined below) and the Noteholders (as defined in the Security Agreement (as defined below)).

BACKGROUND

Pursuant to that certain Amended and Restated Security Agreement dated of even date herewith, by and among Grantor, First Quality Hygienic, Inc., First Quality Nonwovens, Inc., First Quality Tissue, LLC, Nutek Disposables, Inc., First Quality International, Inc., First Quality Enterprises, Inc. (collectively "**Obligors**"), and Collateral Agent (such Amended and Restated Security Agreement, as the same may hereafter be amended, modified or restated, being referred to herein as the "**Security Agreement**"), Grantor granted to Collateral Agent, for the benefit of the Lenders and the Noteholders in accordance with the terms of the Intercreditor Agreement, a security interest in all of Grantor's assets, including, without limitation, its patents, patent rights, patent applications, service marks, trademarks, service mark applications, trademark applications, trade names, goodwill, copyrights, and licenses.

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

1. **Incorporation of Security Agreement**. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement. All obligations of Grantor to Collateral Agent, Lenders and/or Noteholders, whether now or hereafter owing or existing under the Security Agreement or the other Transaction Documents, and all other indebtedness and obligations constituting "**Secured Obligations**" under the Security Agreement, are referred to herein collectively as the "**Secured Obligations**".

2. **Grant of Security Interest**. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Lenders and the Noteholders in accordance with the terms of the Intercreditor Agreement, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties,

damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) service marks, trademarks, service mark and trademark registrations, trade names, and trademark and service mark applications, including, without limitation, the service mark and trademark registrations and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, service mark and trademark registrations, service mark and trade names and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(iii) United States, state and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the applications referred to in **Exhibit "C"** (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, (v) all licenses, claims, damages and proceeds of suit arising therefrom, and (vi) all payments and rights to payments arising out of the sale, lease, license, assignment, or other disposition thereof. (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iv) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

3. **Excluded Collateral**. The security interest granted under **Section 2** hereof shall not attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such Lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity).

4. **New Patents, Trademarks, Copyrights and Licenses**. Grantor represents and warrants that the Patents, Trademarks, and Copyrights listed on **Exhibits "A", "B", and "C"**, respectively, constitute all of the registrations and applications for patents, trademarks, applications, and copyrights now owned by Grantor. If, before all Secured Obligations shall

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have been satisfied in full and any other contingent obligation included in the Secured Obligations shall have been cancelled or terminated, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or copyright renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Grantor shall give to Collateral Agent prompt written notice of any registrations or applications thereof which are owned by Grantor. Grantor hereby authorizes Collateral Agent to modify this Agreement by amending **Exhibit "A", "B", and/or "C"**, as applicable, to include any future patents, patent applications, trademark registrations, trademark applications, and copyrights registrations which are Patents, Trademarks, or Copyrights, as applicable, under **Section 2** above or under this **Section 4**.

5. **Royalties; Term**. Grantor hereby agrees that Collateral Agent shall have the non¬ exclusive worldwide right to use all Patents, Trademarks, and Copyrights in connection with the exercise of its remedies under the Security Agreement upon and during the continuation of an Event of Default without any liability for royalties or other related charges from Collateral Agent, Lenders or Noteholders to Grantor. The term of such rights of use by the Collateral Agent shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, and Copyrights pledged hereunder, or (ii) the date on which all Secured Obligations has been paid in full and any other contingent obligation included in the Secured Obligations shall have been terminated or cancelled.

6. **Release of Security Interest**. This grant of security interests is made for collateral purposes only. Upon payment in full of all Secured Obligations and the cancellation or termination of the other contingent obligations included in the Secured Obligations (other than Qualified Residual Obligations), Collateral Agent shall execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to release any and all interests held by Collateral Agent in the Patents, Trademarks, and Copyrights, subject to any disposition thereof which may have been made by Collateral Agent pursuant hereto or pursuant to the Transaction Documents.

7. **Collateral Agent's Right to Sue**. Upon and during the continuation of an Event of Default Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Collateral Agent shall commence any such suit, at such time as it is permitted to do so, Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all reasonable costs and expenses incurred by Collateral Agent in the exercise of its rights under this **Section 7**.

8. **Severability**. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

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9. **Modification**. Except as specifically provided in **Section 4** hereof none of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Collateral Agent and the Grantor.

10. **Cumulative Remedies; Power of Attorney; Effect on Transaction Documents**. All of Collateral Agent's rights and remedies with respect to the Patents, Trademarks, and Copyrights, whether established hereby or by the Transaction Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. In connection with Collateral Agent's exercise of its remedies under **Section 7** of the Security Agreement upon and during the continuation of an Event of Default, Grantor hereby authorizes Collateral Agent to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Agent, Lenders, Noteholders or their respective successors or assigns of the Patents, Trademarks, and/or Copyrights, (ii) take any other actions with respect to the Patents, Trademarks, and/or Copyrights as the Collateral Agent reasonably deems in the best interest of the Collateral Agent, Lenders and Noteholders, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, subject to licenses in effect as of the date of such grant or issuance, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, and/or Copyrights to anyone, including Collateral Agent. Collateral Agent may act under such power of attorney to take the actions referenced in **Section 4** hereof. Grantor 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 Secured Obligations shall have been paid in full and each of the other contingent obligations included in the Secured Obligations (other than Qualified Residual Obligations), shall have been cancelled or terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent, Lenders or Noteholders under the Transaction Documents but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

11. **Binding Effect; Benefits**. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of Collateral Agent, Lenders, Noteholders and their respective nominees, successors and assigns.

12. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. **Waivers**. Neither the failure nor any delay on the part of Collateral Agent to exercise any right, remedy, power or privilege under this Agreement or the Transaction Documents upon the occurrence of any Event of Default or otherwise shall operate as a waiver thereof or impair any such right, remedy, power or privilege. No Waiver of any Event of Default shall affect any later Event of Default or shall impair any rights of Collateral Agent. No single, partial or full exercise of any rights, remedies, powers and privileges by the Collateral Agent shall preclude further or other exercise thereof. No course of dealing between Collateral Agent

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and Grantor shall operate as or be deemed to constitute a waiver of Collateral Agent's rights under this Agreement or the Transaction Documents or affect the duties or obligations of Grantor.

14. **Amended and Restated Assignment**. This Assignment constitutes the amendment and restatement of that certain Collateral Assignment of Patents, Trademarks, License and Copyrights dated June 29, 2004 by Assignor for the benefit of Collateral Agent (the "Prior Assignment"). Nothing contained herein shall be deemed to constitute a novation, termination, waiver, release, satisfaction, accord or accord and satisfaction of the Prior Assignment, the obligations evidenced thereby or the security granted thereunder as it relates to the Secured Obligations owing to the Noteholders and the Collateral Agent.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

FIRST QUALITY PRODUCTS, INC.

By: _____
Name: Kambiz Damajvi
Title: Executive VP

Attest: _____
Name: Moshe Oppenheim
Title:

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

By: _____
Name: Stephen Zajac
Title: Vice President

[Signature Page to Grant of Security Interest in Patents, Trademarks, Licenses and Copyrights]

ACKNOWLEDGMENT

STATE OF NEW YORK :

:ss:

COUNTY OF NASSAU :

On this 31st day of January, 2006, before me, a Notary Public, personally appeared Kambiz Damaghi, who acknowledged himself to be a duly acting Executive Vice President of First Quality Products, Inc., a New York corporation, and that he as such officer, being duly authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing his name as such officer on behalf of the corporation.

Notary Public
My Commission Expires: 4/1/06

MOSHE R. OPPENHEIM
NOTARY PUBLIC, State of New York
No. 02OP5057875
Qualified in ~~Queens County~~ Bronx County
Commission Expires April 1, ~~19__~~ 2006

EXHIBIT "A"

TO

AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

Patents

Patent Serial No.	Filing Date	Title
10/938,685	10-Sep-04	ABSORBENT ARTICLE HAVING A LOOPLESS FASTENING SYSTEM
10/849,460	19-May-04	ABSORBENT ARTICLE WITH LAYERED ACQUISITION/DISTRIBUTION SYSTEM
10/470,625	27-Feb-04	ABSORBENT ARTICLES HAVING IMPROVED FASTENING SYSTEM
10/852,803	25-May-04	ACQUISITION/DISTRIBUTION LAYER
09/097,198	12-Jun-98	DISPOSABLE ABSORBENT ARTICLE HAVING ELASTICALLY CONTRACTIBLE WAIST AND SIDES
10/900,634	28-Jul-04	DISPOSABLE ELASTIC ABSORBENT ARTICLE HAVING RETAINING ENCLOSURES
09/149,265	8-Sep-98	DISPOSABLE ELASTIC ABSORBENT ARTICLE HAVING TRIPLE MEMBER CLOSURE
09/965,381	27-Sep-01	DISPOSABLE PANT TYPE ABSORBENT ARTICLE

10/646,937	22-Aug-03	DISPOSABLE PANT TYPE ABSORBENT ARTICLE HAVING IMPROVED MULTIFOLD FASTENING SYSTEM AND METHOD OF MAKING SAME
10/266,420	8-Oct-02	DISPOSABLE PANT TYPE ABSORBENT ARTICLE WITH IMPROVED FASTENERS AND METHOD OF MAKING SAME
Pending	13-Jan-06	ELASTIC LAMINATE FOR ABSORBENT ARTICLE AND METHOD OF MAKING TECHNICAL FIELD
10/066,721	4-Feb-02	LIQUID ABSORBENT PAD HAVING A SINGLE LARGE THROUGH SLIT AND ABSORBENT ARTICLE COMPRISING SAME
10/431,200	7-May-03	LOOPLESS ABSORBENT ARTICLE
09/891,976	26-Jun-01	METHOD OF MAKING A WINGED ABSORBENT ARTICLE
10/909,929	2-Aug-04	REDUCTION OF ODORS IN ABSORBENT ARTICLES
60/734,926	9-Nov-05	RELEASABLE NONWOVEN WRAPPER FOR AN ABSORBENT ARTICLE

10/208,615	30-Jul-02	SANITARY ELASTICIZED MALE GUARD
10/911,415	4-Aug-04	SKIN FRIENDLY DIAPER
10/841,119	7-May-04	SKIN FRIENDLY DIAPER
10/978,135	29-Oct-04	THIN PROTECTIVE UNDERWEAR

EXHIBIT "B"

TO

AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

Registered Trademarks

Trademark	Reg. No.	Reg. Date
ACTIVA SYSTEM	2,882,873	07-Sep-2004
ADVANCED ZONING SYSTEM	2,703,266	19-Nov-2001
ALL NITES	2,722,670	03-Jun-2003
AT FIRST QUALITY WE PUT QUALITY OF LIFE FIRST	2,867,822	27-Jul-2004
AZS	2,703,267	01-Apr-2003
AZS ADVANCED ZONING SYSTEM	2,909,184	07-Dec-2004
COMFORT SHAPE	2,520,518	18-Dec-2001
CUTIES	2,881,901	07-Sep-2004
EASY AS 1-2-3	3,019,852	29-Nov-2005
EASY-LOCK FASTENER	3,007,873	20-Nov-2003
FIRST QUALITY	2,390,759	03-Oct-2000
FITS TO A T	2,720,065	27-May-2003
FQ	2,981,798	02-Aug-2005
FQP	2,834,526	20-Apr-2004
NU-FIT	2,678,408	21-Jan-2003
PERFIT	2,889.408	28-Sep-2004
PER-FIT	2,559,548	09-Apr-2002
PREVAIL	2,390,758	03-Oct-2000
PREVAIL	1,986,312	09-Jul-1996
PREVAIL ALL NITES	2,720,118	27-May-2003
TOTAL CARE	2,278,241	14-Sep-1999

Trademark Applications		
Trademark	**Serial No.**	**Filing Date**
BEN-E-FIT	78/322,171	03-Nov-2003
BENE-FIT	78/322,164	03-Nov-2003
BREEZERS	78/330,038	19-Nov-2003
DRI-BED	78/480,758	09-Sep-2004
ELF	78/330,960	20-Nov-2003
FAITH	78/386,077	17-Mar-2004
FIRST QUALITY	78/671,087	15-Jul-2005
PREVAIL CLASSICS	78/419,156	14-May-2004
SILKY-SOFT	78/543,228	06-Jan-2005
VALUE BUY	78/444,050	30-Jun-2004

EXHIBIT "C"

TO

AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

Copyrights

NONE