

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Fiber Systems, LLC		12/15/2006	LIMITED LIABILITY COMPANY: DELAWARE
Premiere Fibers, Inc.		12/15/2006	CORPORATION: DELAWARE
SB Acquisition Corporation		12/15/2006	CORPORATION: VIRGINIA
SD Fibers Acquisition Corporation		12/15/2006	CORPORATION: DELAWARE
Prisma Fibers, Inc.		12/15/2006	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland, PLC, as Agent
Street Address:	101 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
Entity Type:	Bank:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1522671	CAPIMA
Registration Number:	1495853	CAPLANA
Registration Number:	1469839	CAPTIVA
Registration Number:	1408578	HYDROFIL
Registration Number:	1532082	PATINA
Registration Number:	2429200	PHOENIX
Registration Number:	2992757	PRISMA
Registration Number:	3068979	REVOLVE
Registration Number:	2517021	U
Registration Number:	2392789	ULTIMATE FIBER

CH \$340.00 1522671

Registration Number:	2401389	UNIVERSAL COLOR
Serial Number:	78369637	REFLECTION
Serial Number:	78563377	SILKWORKS

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	12/19/2006

Total Attachments: 27
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SCHEDULE B - Trademarks

See Attached.

UNIVERSAL FIBERS, LLC
TRADEMARKS

CAPIMA

Registration Number: 1522671
Registration Date: 1/31/89
Renewal Date: 1/31/09

CAPLANA

Registration Number: 1495853
Registration Date: 7/12/88
Renewal Date: 7/12/08

CAPTIVA (CANADA)

Registration Number: 148835
Registration Date: 1/13/67
Renewal Date: 1/13/12

CAPTIVA (Stylized)

Registration Number: 1469839
Registration Date: 12/22/87
Renewal Date: 12/22/07

HYDROFIL (Licensed from Honeywell)

Registration Number: 1408578
Registration Date: 9/9/86
Renewal Date: 9/9/16

PATINA

Registration Number: 1532082
Registration Date: 3/28/89
Renewal Date: 3/28/09

PHOENIX

Registration Number: 2429200
Registration Date: 2/20/01
Renewal Date: 2/20/11

PRISMA

Registration Number: 2992757
Registration Date: 9/6/05
Renewal Date: 9/6/15

REFLECTION

Filing Date: 2/18/04

Application Number: 78/369637
Status: Approved for publication on 4/11/05

REVOLVE

Registration Number: 3068979
Registration Date: 3/14/06
Renewal Date: 3/14/16

SILKWORKS

Filing Date: 2/9/05
Application Number: 78/563377
Status: Allowed for registration

“U” (Stylized)

Registration Number: 2517021
Registration Date: 12/11/01
Renewal Date: 12/11/11

ULTIMATE FIBER

Registration Number: 2392789
Registration Date: 10/10/00
Renewal Date: 10/10/10

UNIVERSAL COLOR

Registration Number: 2401389
Registration Date: 11/7/00
Renewal Date: 11/7/10

UNIVERSAL COLOR (CTM)

Registration Number: 2009009
Registration Date: 12/20/02
Renewal Date: 12/31/10

UNIVERSAL T66 (AUSTRALIA)

Filing Date: 4/18/06
Application Number: 1109450
Status: Awaiting registration

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made by UNIVERSAL FIBER SYSTEMS, LLC, a Delaware limited liability company, PREMIERE FIBERS, INC. ("Premiere"), a Delaware corporation, SB ACQUISITION CORPORATION, a Virginia corporation, SD FIBERS ACQUISITION CORPORATION, a Delaware corporation, and PRISMA FIBERS, INC. ("Prisma" and together with Premiere, the "Borrowers"), a Virginia corporation (each a "Grantor" and together the "Grantors"), in favor of THE ROYAL BANK OF SCOTLAND PLC, as agent (in that capacity, "Agent") for the lending institutions party to the Credit Agreement, as hereinafter defined (collectively, the "Lenders" and individually, a "Lender").

INTRODUCTION:

WHEREAS, A. The Borrowers, Agent and the Lenders are parties to a Credit and Security Agreement dated as of even date herewith (as the same may be amended or amended and restated from time to time, the "Credit Agreement"); and

B. It is a condition precedent to each extension of credit pursuant to the Credit Agreement that, among other things, Grantors shall have executed and delivered this Agreement to Agent.

THEREFORE, in consideration of the premises, to induce Lenders to extend credit pursuant to the Credit Agreement (upon such terms and conditions as that Lender may from time to time deem advisable), in order to induce Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, each Grantor hereby agrees, grants, represents, and warrants as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.
2. Security Interest in Patents. To secure the complete and timely satisfaction of all of the Secured Debt, each Grantor hereby grants and conveys to Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 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, (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"); and (e) proceeds of any of the foregoing Patents; and

(ii) license agreements with any other party, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and proceeds of any of the foregoing Licenses.

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of all of the Secured Debt, each Grantor hereby grants and conveys to Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment 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 trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (e) proceeds of any of the foregoing Trademarks; and

(ii) the goodwill of such Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Each Grantor agrees that until the Secured Debt shall have been satisfied in full and all commitments under the Credit Agreement shall have been terminated, except in each case as otherwise permitted under the Credit Agreement, such Grantor will not, without Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses and such Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Agent under this Agreement.

5. New Patents, Trademarks, and Licenses. Each Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the issued patents, registered trademarks, registered service marks, applications for trademark registration and written licenses pertaining to Patents or Trademarks, material to the business of such Grantors and owned by such Grantors on the Closing Date. If, before the Secured Debt shall have been satisfied in full, each Grantor shall (i) obtain rights to any new Pat-

ents, Trademarks or Licenses, or (ii) become entitled to the benefit of any Patent, Trademark or license 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 this Agreement shall automatically apply thereto and each Grantor shall give to Agent prompt written notice thereof. Each Grantor hereby authorizes Agent as attorney in fact to modify this Agreement by amending Schedules A, B and/or C, as applicable, to include any Patents, Trademarks or Licenses, provided that Agent shall provide such Grantor with notice of any such modification, and to file or refile this Agreement with the United States Patent and Trademark Office.

6. Representations and Warranties. Each Grantor represents and warrants to and agrees with Agent that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part as of the Closing Date;

(ii) Each of the issued patents and registered trademarks is valid and enforceable as of the Closing Date;

(iii) Such Grantor is the owner of the Patents and Trademarks listed opposite such Grantor's name on schedules attached hereto and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) This Agreement does not violate and is not in contravention of any other agreement to which such Grantor is a party or any judgment or decree by which such Grantor is bound and does not require any consent under any other agreement to which such Grantor is a party or by which such Grantor is bound;

(v) The Patents, Trademarks or Licenses are free from all Liens, other than the Permitted Liens; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Royalties; Terms. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses with respect to which a security interest has been granted hereunder, or (ii) the Secured Debt has been paid in full and all commitments under the Credit Agreement have been terminated.

8. Remedies.

(a) Each Grantor expressly acknowledges that Agent may record this Agreement with the United States Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, such Grantor shall also execute and deliver to Agent an assignment in the form of Exhibit A hereto (the "Assignment"), which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest

granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Agent providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A hereto and upon written notice to Grantors and thereafter Agent may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(b) If an Event of Default shall occur and be continuing, each Grantor irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate such Grantor's use of the Patents, Trademarks and Licenses and to exercise such rights and remedies as allowed by law. In addition, each Grantor hereby authorizes and empowers Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, such Grantor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks or Licenses, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks or Licenses to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses, together with associated goodwill to a third party or parties. Each 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 for the life of this Agreement.

9. Reassignment to Grantor. Upon payment in full of the Secured Debt and termination of all commitments under the Credit Agreement, Agent shall promptly execute and deliver to Grantors all assignments, releases or other instruments as may be necessary or proper to release the security interest granted hereby, and, if necessary, re-vest in Grantors full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Grantor. Each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Secured Debt shall have been paid in full (other than, in each case, applications deemed by a Grantor to be no longer prudent to pursue), (ii) file and prosecute opposition and cancellation proceedings, other than to the extent that a Grantor determines in its reasonable business judgment that such intellectual property is no longer desirable in the conduct of its business, (iii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate, to the extent a Grantor determines in its reasonable business judgment that such intellectual property is desirable in the conduct of its business, and (iv) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks, other than to the extent that a Grantor determines in its reasonable business judgment that the preservation and maintenance of such intellectual property is no longer desirable in the conduct of its business. Any expenses incurred in connection with such duties shall be borne by Grantors. Each Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Agent, which consent shall not be unreasonably

withheld, except where such abandonment could not reasonably be expected to have a Material Adverse Effect.

11. Financing Statements: Documents. Each Grantor authorizes Agent (as such Grantor's irrevocable attorney-in-fact) to file one or more financing statements pursuant to the applicable version of the Uniform Commercial Code in form satisfactory to Agent and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Agent. Each Grantor will execute and deliver to Agent from time to time such supplemental grants (and after the filing of the Assignment in accordance with Section 8(a), assignments) or other instruments, including, but not by way of limitation, additional grants (and after the filing of the Assignment in accordance with Section 8(a), assignments) to be filed with the United States Patent and Trademark Office, as Agent may require for the purpose of confirming Agent's interest in the Patents, Trademarks and Licenses.

12. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent may, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and each Grantor shall promptly, upon demand and as a part of the Secured Debt, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Grantors and Agent nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit 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.

14. Severability. 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.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Credit Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect: Benefits. This Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors and assigns, except that each Grantor may not assign any of its rights or duties hereunder without the prior written consent of Agent, other than any assignment, license, or other disposition of intellectual property permitted under the Credit Agreement. Any such attempted assignment or transfer without the prior written consent of Agent shall be null and void.

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Grantors, addressed to Grantors at the address specified on the signature page of this Agreement, if to Agent or Lenders, mailed or delivered to them, addressed to the respective addresses of Agent and Lenders specified on the signature page of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt.

19. Governing Law. This Agreement has been delivered and accepted in New York, New York, and shall be governed by and construed in accordance with the local laws of the State of New York, without regard to principles of conflicts of laws.

20. Termination. At such time as the Debt has been irrevocably paid in full, and the Commitment, as defined in the Credit Agreement, terminated, this Agreement and the security interest granted hereby shall terminate and, upon written request of Grantors, Agent shall promptly execute and deliver to Grantors any Collateral then in its possession, appropriate termination statements and any other release documentation that Grantors shall reasonably request.

[The remainder of this page is intentionally blank.]

21. WAIVER. GRANTORS, TO THE EXTENT PERMITTED BY LAW, WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDERS, AGENT AND GRANTORS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR ANY LENDER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG GRANTORS, AGENT OR LENDERS, OR ANY THEREOF.

22. IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of each Grantor, has executed this Agreement as of the 15th day of December, 2006.

PRISMA FIBERS, INC.

By: R. Marcus Ammen
Name: R. Marcus Ammen
Title: CFO

SB ACQUISITION CORPORATION

By: R. Marcus Ammen
Name: R. Marcus Ammen
Title: CFO

SD FIBERS ACQUISITION CORPORATION

By: R. Marcus Ammen
Name: R. Marcus Ammen
Title: CFO

UNIVERSAL FIBER SYSTEMS, LLC

By: R. Marcus Ammen
Name: R. Marcus Ammen
Title: CFO

PREMIERE FIBERS, INC.

By: R. Marcus Ammen
Name: R. Marcus Ammen
Title: CFO

[Signature page - IP Security Agreement]

SCHEDULE A - Patents and Patent Applications

See Attached.

Schedule of U.S. Patents and Patent Applications

Note: Assignee of record for all patents and applications is wholly Prisma Fibers, Inc., unless otherwise noted.

Patent Title	Country	Patent Number or Application Number	Patent Application or Grant Date	Notes
Apparent Space-Dyed Yarns and Method For Producing Same	US	6,240,609	June 5, 2001	
Apparent Space-Dyed Yarns and Method For Producing Same	US	6,401,315	June 11, 2001	
Apparent Space-Dyed Yarns and Method For Producing Same	US	6,638,614	October 28, 2003	
Apparent Space-Dyed Yarns and Method For Producing Same	TW	533,251	November 14, 2000	
Acid Dye Stain-Resistant Fiber-Forming Polyamide Composition Containing Masterbatch Concentrate Containing Reagent and Carrier	US	6,117,550	September 12, 2000	
Fiber-Forming Polyamide Composition Containing a Polyamide and a Sulfonated Polyester Concentrate	US	6,133,382	October 17, 2000	
Carpet Fibers From Polyamide and Sulfonated Polyester Concentrate	US	6,334,877	January 1, 2002	
Yarn by Extruding Polyamide Fibers and Sulfonated Polyester Concentrate	US	6,589,466	July 8, 2003	
Stain-Resistant Polyamide Composition and Fibers and Method of Production Thereof	US	6,420,044	July 16, 2002	
Fiber-Forming Polyamide Composition With Concentrate of Polyamide and Sulfonated Aromatic Acid	US	6,433,107	August 13, 2002	
Fiber-Forming Polyamide Composition	CA	2420873	August 28, 2001	

NEW YORK 5910082 (2K)

Fiber-Forming Polyamide Composition	MX	3001863A	June 24, 2003
Fiber-Forming Polyamide Composition	JP	2004507604T2	August 28, 2001
Fiber-Forming Polyamide Composition	EP	1328583A4	August 28, 2001
Fiber-Forming Polyamide Composition	AU	0185304A5	August 28, 2001
Melt Extrusion Spinning Polyamide With Sulfonated Reagent	US	6,537,475	March 25, 2003
Stain-Resistant Polyamide Composition and Fibers and Method of Production Thereof	US	6,635,346	October 21, 2003
Fiber-Forming Polyamide Composition	US	6,680,018	January 20, 2004
Fiber-Forming Polyamide and Sulfonated Acid for Disabling Acid Dye Sites	US	6,753,385	June 22, 2004
Stain-Resistant Polyamide Composition and Fibers and Method of Production Thereof	US	10/443,812	May 23, 2003
Stain-Resistant Polyamide Composition and Fibers and Method of Production Thereof	US	7,115,224	October 3, 2006
Fiber-Forming Polyamide Composition	PCT	PCT/US01/26674	August 28, 2001
Yarn-Forming Composition of Polyamide and Sulfonated Acid Dye Disabler	US	6,861,480	March 1, 2005
Process to Prepare Polymeric Fibers With Improved Color and Appearance	US	6,495,079	December 17, 2002
Process to Prepare Polymeric Fibers With Improved Color and Appearance	US	10/308,801	December 3, 2002
On-Line Color Monitoring and Control System and Method	US	6,130,752	October 10, 2000
On-Line Color Monitoring and Control System and Method	US	6,285,453	September 4, 2001
Process for Preparing Polymeric Fibers Based on Blends of Least Two Polymers	US	6,780,941	August 24, 2004
Process for Preparing Polymeric Fibers Based on Blends of Least Two Polymers	PCT	PCT/US01/49386	December 26, 2001
Process for Preparing Polymeric Fibers Based on Blends of Least Two Polymers	MX	3005513A	June 18, 2003
Process for Preparing Polymeric Fibers Based on Blends of Least Two Polymers	JP	2005511793T2	December 26, 2001

Assignees of record: Prisma Fibers, Inc. & General Electric Co.

Assignees of record: Prisma Fibers, Inc. & General Electric Co.

Expired due to failure to pay maintenance fee

Process for Preparing Polymeric Fibers Based on Blends of Least Two Polymers	EP	1360226A1	December 26, 2001	
Process for Preparing Polymeric Fibers Based on Blends of Least Two Polymers	CA	2,429,766	December 26, 2001	
Process for Preparing Polymeric Fibers Based on Blends of Least Two Polymers	US	10/762,314	January 23, 2004	
Apparent Twist Yarn System and Apparatus and Method for Producing Same	US	6,722,117	April 20, 2004	
Apparent Twist Yarn System and Apparatus and Method for Producing Same	TW	164,651	September 21, 2002	
Process for Making Poly(Trimethylene Terephthalate) Yarn	US	6,109,015	August 29, 2000	
Process for Making Poly(Trimethylene Terephthalate) Yarn	CA	2,252,138	August 20, 2002	
Process for Making Poly(Trimethylene Terephthalate) Yarn	GB	2,336,124	November 13, 2002	
Process for Making Poly(Trimethylene Terephthalate) Yarn	EP	0949363B1	September 24, 2003	Assignee of record: Cookson Fibers, Inc??
Process for Making Poly(Trimethylene Terephthalate) Yarn	MX	21540	July 23, 2003??	
Textile Effect Yarn and Method for Producing Same	US	6,332,253	December 25, 2001	
Textile Effect Yarn and Method for Producing Same	US	6,582,816	June 24, 2003	
Textile Effect Yarn and Method for Producing Same	PCT	0164983A1	February 21, 2001	
Textile Effect Yarn and Method for Producing Same	EP	1303655A4	February 21, 2001	
Textile Effect Yarn and Method for Producing Same	CA	2,401,181	August 26, 2002	
Textile Effect Yarn and Method for Producing Same	JP	2001-563664	February 21, 2001	
Textile Effect Yarn and Method for Producing Same	MX	2008410A	May 14, 2004	

NEWYORK 5910082 (2X)

Process for producing yarn bundle for use as carpet or textile face yarn, apparatus for making textile effect yarn bundle from one carpet denier singles yarn and one oriented textile denier singles yarn, and textile effect yarn bundle	TW	0581835B	April 1, 2004
Textile Effect Yarn and Method for Producing Same	AU	0145304A5	February 21, 2001
Fiber and Yarn Sample Holder	US	10/147,043	May 17, 2002
Color Effect Yarn and Process for the Manufacture Thereof	US	6,880,320	April 19, 2005
Color Effect Yarn and Process for the Manufacture Thereof	CA	2,537,774	January 22, 2004
Color Effect Yarn and Process for the Manufacture Thereof	EP	1651803A1	January 22, 2004
Color Effect Yarn and Process for the Manufacture Thereof	JP	no number yet assigned	January 22, 2004
Color Effect Yarn and Process for the Manufacture Thereof	AU	4265542	January 22, 2004
Color Effect Yarn and Process for the Manufacture Thereof	MX	no number yet assigned	January 22, 2004
Color Effect Yarn and Process for the Manufacture Thereof	PCT	PCT/US2004/0001500	January 22, 2004
Composition for Producing Flame Retardant Polyester Yarns	US	11/366,799	March 3, 2006
Composition for Producing Flame Retardant Polyester Yarns	TW	0601001205	March 3, 2006
Composition for Producing Flame Retardant Polyester Yarns	PCT	PCT/US2006/014371	September 6, 2006
Composition For Producing Polyester and Polyamide Yarns with Improved Moisture Management Properties	US	no number yet assigned	September 6, 2006
Composition For Producing Polyester and Polyamide Yarns with Improved Moisture Management Properties	PCT	no number yet assigned	September 6, 2006

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Composition For Producing Polyester and Polyamide Yarns with Improved Moisture Management Properties	TW	no number yet assigned	September 6, 2006
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NEWYORK 5910082 (2K)

SCHEDULE B - Trademarks

See Attached.

UNIVERSAL FIBERS, LLC
TRADEMARKS

CAPIMA

Registration Number: 1522671
Registration Date: 1/31/89
Renewal Date: 1/31/09

CAPLANA

Registration Number: 1495853
Registration Date: 7/12/88
Renewal Date: 7/12/08

CAPTIVA (CANADA)

Registration Number: 148835
Registration Date: 1/13/67
Renewal Date: 1/13/12

CAPTIVA (Stylized)

Registration Number: 1469839
Registration Date: 12/22/87
Renewal Date: 12/22/07

HYDROFIL (Licensed from Honeywell)

Registration Number: 1408578
Registration Date: 9/9/86
Renewal Date: 9/9/16

PATINA

Registration Number: 1532082
Registration Date: 3/28/89
Renewal Date: 3/28/09

PHOENIX

Registration Number: 2429200
Registration Date: 2/20/01
Renewal Date: 2/20/11

PRISMA

Registration Number: 2992757
Registration Date: 9/6/05
Renewal Date: 9/6/15

REFLECTION

Filing Date: 2/18/04

Application Number: 78/369637
Status: Approved for publication on 4/11/05

REVOLVE

Registration Number: 3068979
Registration Date: 3/14/06
Renewal Date: 3/14/16

SILKWORKS

Filing Date: 2/9/05
Application Number: 78/563377
Status: Allowed for registration

“U” (Stylized)

Registration Number: 2517021
Registration Date: 12/11/01
Renewal Date: 12/11/11

ULTIMATE FIBER

Registration Number: 2392789
Registration Date: 10/10/00
Renewal Date: 10/10/10

UNIVERSAL COLOR

Registration Number: 2401389
Registration Date: 11/7/00
Renewal Date: 11/7/10

UNIVERSAL COLOR (CTM)

Registration Number: 2009009
Registration Date: 12/20/02
Renewal Date: 12/31/10

UNIVERSAL T66 (AUSTRALIA)

Filing Date: 4/18/06
Application Number: 1109450
Status: Awaiting registration

SCHEDULE C - License Agreements

<u>Company</u>	<u>Licenses</u>	<u>Owner</u>	<u>Status</u>	<u>Registration No.</u>	<u>Country</u>
Premiere	Trademark: HYDROFIL Type: Word	Honeywell Intellectual Properties, Inc.	Reg.	1,408,578	USA

EXHIBIT A - Form of Assignment

See Attached.

ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF DECEMBER 15, 2006 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY PRISMA FIBERS, INC., A VIRGINIA CORPORATION, UNIVERSAL FIBER SYSTEMS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PREMIERE FIBERS, INC., A DELAWARE CORPORATION, SB ACQUISITION CORPORATION, A VIRGINIA CORPORATION AND SD FIBERS ACQUISITION CORPORATION, A DELAWARE CORPORATION (EACH A "PLEDGOR" AND TOGETHER THE "PLEDGORS") IN FAVOR OF THE ROYAL BANK OF SCOTLAND PLC, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE ROYAL BANK OF SCOTLAND PLC

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, PRISMA FIBERS, INC., a Virginia corporation, UNIVERSAL FIBER SYSTEMS, LLC, a Delaware limited liability company, PREMIERE FIBERS, INC., a Delaware corporation, SB ACQUISITION CORPORATION, a Virginia corporation, SD FIBERS ACQUISITION CORPORATION, a Delaware corporation (each a "Pledgor" and together the "Pledgors") are the owners of the Collateral, as hereinafter defined;

WHEREAS, the Pledgors have executed an Intellectual Property Assignment Agreement, dated as of December 15, 2006 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE ROYAL BANK OF SCOTLAND PLC, as Agent for the Lenders, as defined in the Agreement ("Agent"), pursuant to which the Pledgors have granted to Agent, for the benefit of the Secured Parties, a security interest in the Collateral, as hereinafter defined;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and continuance of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over until Agent, its successors, transferees and assigns, all of its existing and future (a) Patents, Trademarks and Licenses, each as defined in the Agreement; (b) goodwill associated with any of the foregoing; (c) royalties; and (d) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Agent has elected to take actual title to the Collateral, or any portion thereof.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on December 15, 2006.

PRISMA FIBERS, INC.

R. Marcus Ammen, Chief Financial Officer

SB ACQUISITION CORPORATION

R. Marcus Ammen, Chief Financial Officer

SD FIBERS ACQUISITION CORPORATION

R. Marcus Ammen, Chief Financial Officer

UNIVERSAL FIBER SYSTEMS LLC

R. Marcus Ammen, Chief Financial Officer

PREMIERE FIBERS, INC.

R. Marcus Ammen, Chief Financial Officer

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned authority, on this day personally appeared R. Marcus Ammen, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said PRISMA FIBERS, INC., a Virginia corporation, UNIVERSAL FIBER SYSTEMS, LLC, a Delaware limited liability company, PREMIERE FIBERS, INC., a Delaware corporation, SB ACQUISITION CORPORATION, a Virginia corporation, SD FIBERS ACQUISITION CORPORATION, a Delaware corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, 2006.

Notary Public