

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INVISTA North America S.a.r.l.		04/05/2007	CORPORATION: LUXEMBOURG

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A. as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	Bank:

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Serial Number:	77120943	
Serial Number:	78912292	ANTRON
Serial Number:	78916539	ANTRON
Serial Number:	77086682	ANTRON PRIMERS
Serial Number:	77014597	COOLMAX
Serial Number:	77014609	COOLMAX
Serial Number:	77014618	COOLMAX
Serial Number:	77014583	COOLMAX
Serial Number:	78903033	COOL MAX X4 AIR
Serial Number:	78903042	COOL MAX X4 AIR
Serial Number:	78954579	DACRON
Serial Number:	77069534	DARE TO COMPARE
Serial Number:	77053196	DREAM MAKER
Serial Number:	77160696	FREEFIT

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Serial Number:	77160677	FREEFIT
Serial Number:	77015919	FROSTED PINK
Serial Number:	77027766	GONE CYCLING
Serial Number:	77053178	IRUN
Serial Number:	77100063	
Serial Number:	77093531	L
Serial Number:	77093571	L
Serial Number:	78927411	LYCRA
Serial Number:	77094819	NATION COME TOGETHER
Serial Number:	78847466	NATRELLE
Serial Number:	78934570	NOVATI
Serial Number:	78896809	ORLON
Serial Number:	78896789	ORLON
Serial Number:	77022809	ORLON
Serial Number:	78946525	POLARGUARD
Serial Number:	78887855	POLYSHIELD
Serial Number:	77083898	PURESTUFF
Serial Number:	77083905	PURESTUFF
Serial Number:	77058864	SILKY SOFT
Serial Number:	77010507	SIMPLY4U
Serial Number:	78903605	SOFRESH
Serial Number:	78903622	SOFRESH
Serial Number:	78903636	SOFRESH
Serial Number:	77045246	SPILLBLOCK
Serial Number:	77045255	SPILLBLOCK
Serial Number:	77014499	STAINMASTER
Serial Number:	77059283	STAINMASTER COUNTER TOPS
Serial Number:	77059174	STAINMASTER ENGINEERED WOOD FLOORS
Serial Number:	77059020	STAINMASTER HOME & OFFICE CARPET
Serial Number:	77059156	STAINMASTER LAMINATE FLOORS
Serial Number:	77059034	STAINMASTER LUXURY FLOORING
Serial Number:	77059269	STAINMASTER NATURAL STONE FLOORS
Serial Number:	77059189	STAINMASTER NATURAL WOOD FLOORS
Serial Number:	77054278	STAINMASTER PAINT
Serial Number:	77014398	STAINMASTER PLUS

Serial Number:	77014404	STAINMASTER ULTRA LIFE
Serial Number:	78879336	SUPRIVA
Serial Number:	78877691	SUPRIVA
Serial Number:	77091877	THE STAINMASTER HOME ADVANTAGE PROGRAM
Serial Number:	78890188	THERMOLITE
Serial Number:	78890169	THERMOLITE
Serial Number:	78962845	THERMOLITE
Serial Number:	78874224	XFIT LYCRA
Serial Number:	78857920	XFIT LYCRA
Serial Number:	78884335	XPS
Serial Number:	77093456	L LYCRA
Serial Number:	77093507	L LYCRA

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31657
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/31/2007

Total Attachments: 13
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TRADEMARK

REEL: 003552 FRAME: 0725

U.S. COPYRIGHT, PATENT AND TRADEMARK

SECURITY AGREEMENT

COPYRIGHT, PATENT and TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2007 (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).

W I T N E S S E T H:

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.

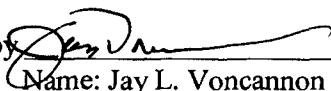
3. Security Agreement. The security interests granted pursuant to this Copyright, Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. The 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: Manager

by 

Name: Craig M. Munson

Title: Manager

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: Jay L. Voncannon

Title: Manager

by _____

Name: Craig M. Munson

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

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

by  _____

Name: **PETER A. DEDOUSIS**

Title: **MANAGING DIRECTOR**

Schedule I to
Copyright, Patent
and Trademark
Security Agreement

Copyrights

COPYRIGHTS

Title of Work	Date of Filing
Stainmaster Advertisement – Lavender	April 6, 2006
Stainmaster Advertisement – Blue	April 6, 2006
Stainmaster Advertisement – Red	April 6, 2006
Stainmaster Advertisement – Green	April 6, 2006
Stainmaster Advertisement – Beige	April 6, 2006
Stainmaster Advertisement – Orange	April 6, 2006

Patent Applications

PATENT APPLICATIONS

Application No.	Filing Date	Patent Docket No.
10/583,806	06/22/2006	2003/099ART
10/591513	09/01/2006	2004/02
11/279272	04/11/2006	LP5840
11/429754	05/06/2006	LP5605
11/429848	05/08/2006	LP5726
11/429850	05/08/2006	LP5975
11/429897	05/08/2006	LP5315
11/431191	05/08/2006	LP5720
11/446943	06/05/2006	RD8650
11/472711	06/22/2006	LP5856
11/473907	06/23/2006	PI1920
11/488197	07/17/2006	PI1275
11/491748	07/24/2006	RD8655
11/545983	10/10/2006	LP5560
11/546150	10/11/2006	LP5920
11/546185	10/11/2006	LP5930
11/559165	11/13/2006	LP5860
11/566321	12/04/2006	LP5265
11/607242	12/01/2006	RD8665
11/635956	12/08/2006	RD8510
11/654753	01/18/2007	LP6115
11/659053	01/31/2007	2004/08
60/795525	04/27/2006	LP5985
60/809928	06/01/2006	LP6025
60/830864	07/14/2006	PI1535
60/830865	07/14/2006	PI1715
60/830869	07/14/2006	PI1710
60/830970	07/14/2006	PI1711
60/830986	07/14/2006	PI1716
60/837011	08/11/2006	LP6110
60/838546	08/18/2006	RD8730
60/838957	08/18/2006	PI1935
60/840626	08/28/2006	2005/06
60/846078	09/19/2006	RD8750
60/859368	11/15/2006	2005/05
60/865091	11/09/2006	LP6115
60/898835	02/01/2007	PR1000
60/899193	02/02/2007	2005/02
60/903069	02/23/2007	RD8770

Trademark Applications

TRADEMARK APPLICATIONS

Trademark	Class	Goods in filing language	Application number	Filing date
A NATION LOGO	25	Gloves; headgear, namely, hats, caps, visors, headbands; pants; pantyhose; shirts; shorts; socks; stockings; swimwear; tights; undergarments; Sleepwear	77120943	02/MAR/2007
ANTRON	24	Textile fabrics, namely, synthetic fiber fabrics.	78912292	20/JUN/2006
ANTRON	35	Retail dealers of carpet.	78916539	26/JUN/2006
ANTRON PRIMERS	22	SYNTHETIC FIBERS	77086682	19/JAN/2007
COOLMAX LOGO	05	Disposable pads and underwear for incontinence.	77014597	05/OCT/2006
COOLMAX LOGO	16	Disposable diapers.	77014609	05/OCT/2006
COOLMAX LOGO	24	Non-woven fabrics used in the manufacture of personal hygiene products and disposable diapers.	77014618	05/OCT/2006
COOLMAX LOGO	03	Laundry bleaching preparations, laundry detergent, laundry detergent, laundry starch, cleaning, polishing, scouring and abrasive preparations, soaps, perfumery, essential oils for personal use, essential oils for household use, cosmetics, hair lotions and dentrifices.	77014583	05/OCT/2006
COOLMAX X4AIR LOGO	24	Textiles and textile goods; bed and table covers.	78903033	07/JUN/2006
COOLMAX X4AIR LOGO	25	Clothing	78903042	07/JUN/2006
DACRON	25	Clothing, namely, shirts, pants shorts, leotards, swimwear, socks, sleepwear, gloves and undergarments. Headgear, namely, hats, caps, visors, and headbands.	78954579	17/AUG/2006
DARE TO COMPARE	27	CARPETS, RUGS	77069534	21/DEC/2006
DREAM MAKER	20	PILLOWS	77053196	29/NOV/2006
FREEFIT	24	FABRICS FOR THE MANUFACTURE OF APPAREL	2577160696	07/MAR/2007
FREEFIT	25	GLOVES; HEADGEAR, NAMELY, HATS, CAPS, VISORS, HEADBANDS; PANTS; PANTYHOSE; SHIRTS; SHORTS; SLEEPWEAR; SOCKS; STOCKINGS; SWIM WEAR; TIGHTS; UNDERGARMENTS	2477160677	07/MAR/2007
FROSTED PINK	25	CLOTHING, NAMELY, SWEATERS, SCARFS, PANTS, SHIRTS, GLOVES. HEADGEAR, NAMELY, HATS AND CAPS	77015919	06/OCT/2006
GONE CYCLING	25	Clothing, footwear, headgear.	77027766	24/OCT/2006
I RUN	25	SHORTS, T-SHIRTS, TOPS, PANTS, JACKETS, SOCKS, HATS, SPORTS BRAS, SWEATSUITS	77053178	29/NOV/2006
INVISTA RINGS	22	RAW FIBROUS TEXTILE MATERIALS	77100063	06/FEB/2007
L STYLIZED LOGO	24	FABRICS USED IN THE MANUFACTURE OF APPAREL	77093531	29/JAN/2007

Trademark	Class	Goods in filing language	Application number	Filing date
L STYLIZED LOGO	25	CLOTHING, NAMELY, SHIRTS PANTS, SHORTS, LEGWEAR, SWIMWEAR, SOCKS, SLEEPWEAR, GLOVES AND UNDERGARMENTS. HEADGEAR, NAMELY, HATS, CAPS, VISORS AND HEADBANDS.	77093571	29/JAN/2007
L STYLIZED LOGO WITH LYCRA	24	FABRICS USED IN THE MANUFACTURE OF APPAREL	77093456	29/JAN/2007
L STYLIZED LOGO WITH LYCRA	25	CLOTHING, NAMELY SHIRTS, PANTS, SHORTS, LEGWEAR, SWIM WEAR, SOCKS, SLEEPWEAR, GLOVES AND UNDERGARMENTS. HEADGEAR, NAMELY, HATS CAPS, VISORS AND HEADBANDS.	77093507	29/JAN/2007
LYCRA	01	Polymer base compositions used in the manufacture of commercial, industrial and domestic goods	78927411	12/JUU2006
NATION COME TOGETHER LOGO	25	GLOVES; HEADGEAR, NAMELY, HATS CAPS, VISORS, HEADBANDS; PANTS; PANTYHOSE; SHIRTS; SHORTS; SOCKS; STOCKINGS; SWIMWEAR; TIGHTS; UNDERGARMENTS	77094819	30/JAN/2007
NATRELLE	22	SYNTHETIC FIBERS.	78847466	28/MAR/2006
NOVATI	25	Clothing, namely, shirts, pants, shorts, leotards, swimwear, socks, sleepwear, gloves and undergarments; headgear, namely, hats, caps, visors, and headbands.	78934570	21/JUL/2006
ORLON	24	FABRICS	78896809	31/MAY/2006
ORLON	22	SYNTHETIC FIBERS	78896789	31/MAY/2006
ORLON	25	Clothing, footwear, headgear.	77022809	17/OCT/2006
POLARGUARD	24	BATH LINENS; BED LINENS; BED SHEETS, MATTRESS PADS; PILLOW CASES; TOWELS	78946525	07/AUG/2006
POLYSHIELD LOGO	01	POLYESTER RESINS FOR USE IN THE MANUFACTURE OF PLASTIC CONTAINERS, SHEETS AND FILMS.	78887855	19/MAY/2006
PURESTUFF	20	PILLOWS, MATTRESS PADS, MATTRESS TOPPERS	77083898	16/JAN/2007
PURESTUFF	24	COMFORTERS	77083905	16/JAN/2007
SILKY SOFT	20	PILLOWS	77058864	07/DEC/2006
SIMPLY4U	25	Apparel including undergarments, sleepwear, pants, shirts, pantyhose, socks, slippers, shirts, camisoles.	77010507	29/SEP/2006
SO FRESH	22	FIBERS, NYLON	78903605	08/JUN/2006
SO FRESH	24	FABRICS FOR USE IN THE MANUFACTURE OF CLOTHING	78903622	08/JUN/2006
SO FRESH	25	INTIMATE APPAREL, SWIM WEAR, READY- TO-WEAR GARMENTS	78903636	08/JUN/2006
SPILLBLOCK	01	ANTIMICROBIAL CHEMICAL TREATMENT APPLIED TO CARPET CUSHION OR BACKING WHICH FORMS A BARRIER TO LIQUIDS	77045246	16/NOV/2006

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Trademark	Class	Goods in filing language	Application number	Filing date
SPILLBLOCK	24	ANTIMICROBIAL CHEMICALLY TREATED SUBSTRATE APPLIED TO CARPET, CARPET CUSHION OR CARPET BACKING TO FORM A BARRIER TO LIQUIDS.	77045255	16/NOV/2006
STAINMASTER	36	Extended warranty insurance program for flooring products.	77014499	05/OCT/2006
STAINMASTER COUNTER TOPS LOGO	19	STONE, AS WELL AS LAMINATES USED AS SURFACING FOR COUNTER TOPS, TABLE TOPS, VANITY TOPS	77059283	07/DEC/2006
STAINMASTER ENGINEERING WOOD FLOORS LOGO	19	WOOD FLOORING	77059174	07/DEC/2006
STAINMASTER HOME AND OFFICE CARPET LOGO	27	CARPETS AND RUGS	77059020	07/DEC/2006
STAINMASTER LAMINATE FLOORS LOGO	27	LAMINATED FLOOR COVERINGS	77059156	07/DEC/2006
STAINMASTER LUXURY FLOORING LOGO	27	VINYL FLOOR COVERINGS	77059034	07/DEC/2006
STAINMASTER NATURAL STONE FLOORS LOGO	19	STONE FLOORING	77059269	07/DEC/2006
STAINMASTER NATURAL WOOD FLOORS LOGO	19	WOOD FLOORING	77059189	07/DEC/2006
STAINMASTER PAINT LOGO	02	PAINTS	77054278	30/NOV/2006
STAINMASTER PLUS	27	Carpet cushion	77014398	05/OCT/2006
STAINMASTER ULTRA LIFE	27	Carpet cushion	77014404	05/OCT/2006
SUPRIVA	27	CARPETS AND RUGS CONTAINING SYNTHETIC FIBERS	78879336	09/MAY/2006
SUPRIVA LOGO	27	CARPETS, RUGS CONTAINING SYNTHETIC FIBERS	78877691	05/MAY/2006
THE STAINMASTER HOME ADVANTAGE PROGRAM	35	AFFINITY PROGRAM TO PROMOTE SALE OF HOME FURNISHING PRODUCTS FOR RESIDENTIAL BUILDING CONSTRUCTION	77091877	26/JAN/2007
THERMOLITE	20	PILLOWS, MATTRESS PADS.	78890188	23/MAY/2006
THERMOLITE	24	COMFORTERS	78890169	23/MAY/2006
THERMOLITE	22	SYNTHETIC FIBERS	78962845	29/AUG/2006
XFIT LYCRA	24	FABRICS	78874224	02/MAY/2006
XFIT LYCRA LOGO	24	FABRIC	78857920	10/APR/2006
XPS	27	CARPETS; RUGS	78884335	16/MAY/2006

[[NYCORP:2710682]]

RECORDED: 06/01/2007

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