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
JPS Elastomerics Corp.		08/06/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association (for second lien facility)
Street Address:	171 17th Street, N.W.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2629710	STEVENS GEOMEMBRANES
Registration Number:	2438123	STEVENS URETHANE FILM.SHEET.TUBING
Registration Number:	2535341	STEVENS ROOFING SYSTEMS
Registration Number:	2389414	STEVENS
Registration Number:	2382614	S
Registration Number:	1565949	HI-TUFF
Registration Number:	1564061	HI-TUFF
Registration Number:	1554398	HI-TUFF
Serial Number:	78897812	STEVENS EV
Serial Number:	78897823	GARDENTOP

CH $265.00 2629710

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 -- PHRD
Address Line 1:	285 Peachtree Center Avenue
Address Line 2:	Suite 1500
Address Line 4:	Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	866-182 JPS INDUSTRIES
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	09/20/2007

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 6th day of August, 2007, between **JPS ELASTOMERICS CORP.**, a Delaware corporation having its principal place of business at 412 Main Street, Easthampton, Massachusetts 01027 (the "Company"), and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association having an office at 171 17th Street, N.W., Atlanta, Georgia 30363, as collateral and administrative agent (together with its successors in such capacity, "Agent") for various financial institutions ("Lenders").

Recitals:

The Company and certain of its affiliates ("Borrowers") desire to obtain loans and other financial accommodations from Agent and Lenders pursuant to that certain Term Loan and Security Agreement dated the date hereof, among Borrowers, the guarantors named therein, Agent and Lenders (as at any time amended, the "Loan Agreement").

Agent and Lenders are willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that the Company executes this Agreement.

The Company has contemporaneously herewith pursuant to the Loan Agreement, granted to Agent 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 Agent 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, collaterally assigns and grants to Agent, for the benefit of itself and the other Secured Parties, 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 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 the Company connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

Notwithstanding anything to the contrary herein, the foregoing grant of security interest shall not include any "intent-to-use" based trademark application until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application unless the grant of a security interest therein would not invalidate or otherwise impair the Company's rights in such "intent-to-use" based trademark application.

3. The Company represents and warrants that:

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

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks) consisting of the registered trademarks set forth on Schedule A hereto, enforceable against the Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

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

(e) Each of the registered Trademarks is valid and enforceable; and

(f) 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, charges and encumbrances (except Permitted Liens), including, without limitation, pledges, assignments, licenses (other than licenses in the ordinary course of business), registered user agreements and covenants by the Company not to sue third Persons;

4. The Company covenants and agrees that:

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(a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) The Company has used and, unless Agent otherwise consents in writing, 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 as required by law to maintain the registration thereof; provided, however the Company may abandon any Trademark in its reasonable discretion in the ordinary course of business so long as no Event of Default exists or would result therefrom and no Material Adverse Effect could reasonably be expected to result therefrom.

5. The Company hereby grants to Agent and its employees and agents the visitation, audit and inspection rights with respect to the Company as set forth in the Loan Agreement.

6. 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 Agent prompt notice thereof in writing.

7. The Company authorizes Agent 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 6 hereof.

8. At any time an Event of Default exists, Agent 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 UCC. Without limiting the generality of the foregoing, Agent 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. If notice of disposition of Collateral is required by law, 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, and Company waives any other notice. At any such sale or disposition, Agent or any other Secured Party 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 Agent and the other Secured Parties in enforcing their rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Agent 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, each

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other Borrower and each guarantor of the Obligations shall remain jointly and severally liable to Agent and the other Secured Parties therefor.

9. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent 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 Agent 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.

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

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent, shall be paid by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

12. The Company shall use commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel chosen by Company in its reasonable discretion, 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, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks (subject to the Company's right to abandon any Trademark to the extent permitted by paragraph 4 hereof). 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 Agent, except to the extent permitted under paragraph 4 hereof.

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13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, if an Event of Default exists, Agent 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 Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 13. 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, if Agent declines to institute such suit.

14. If the Company fails to comply with any of its obligations hereunder and an Event of Default exists, to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent's name, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between the Company 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 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.

16. All of Agent'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.

17. 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.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent 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 Agent.

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

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21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (without giving effect to the conflict of law principles thereof other than Section 5-1401 of the New York General Obligations Law).

22. THE COMPANY AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

[Signatures on following page]

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

JPS ELASTOMERICS CORP.
("Company")

By: _____
Name: Charles R. Tutterow
Title: Secretary

Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent ("Agent")

By: _____
Name: Jeanette K. Childress
Title: Director

STATE OF GEORGIA §
§
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES R. Tutterow the SECY. of JPS Elastomerics Corp., 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 ___ day of August, 2007.

Bonnie L. Taylor
Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

BONNIE L. TAYLOR NOTARY PUBLIC GEORGIA EXPIRES MARCH 5, 2009 CARROLL COUNTY

STATE OF GEORGIA §
§
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Janette K. Childress Director of Wachovia Bank, National Association, 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 national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of August, 2007.

Bonnie L. Taylor
Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

BONNIE L. TAYLOR NOTARY PUBLIC GEORGIA EXPIRES MARCH 5, 2009 CARROLL COUNTY

SCHEDULE A

Trademark	Jurisdiction	Registration No.
STEVENS GEOMEMBRANES	United States	2,629,710
STEVENS URETHANE FILM SHEET TUBING	United States	2,438,123
STEVENS ROOFING SYSTEMS	United States	2,535,341
STEVENS	United States	2,389,414
S	United States	2,382,614
HI-TUFF	United States	1,565,949
HI-TUFF	United States	1,564,061
HI-TUFF	United States	1,554,398

Trademark Application	Jurisdiction	Serial No.
STEVENS EV	United States	78/897,812
GARDENTOP	United States	78/897,823