

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
Western Nonwovens, Inc.		09/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Heller Financial, Inc.
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3101913	CLIMASHIELD
Serial Number:	78499874	THE CONTINUOUS FILAMENT ADVANTAGE
Serial Number:	78499875	THE ALL WEATHER ADVANTAGE
Registration Number:	3004351	SPRINGBACKABILITY
Registration Number:	3001306	PILLOWGUARD
Registration Number:	2951670	QUILTGUARD
Serial Number:	78530080	THE ALL-WEATHER INSULATION
Serial Number:	78460546	TURFMAT
Serial Number:	78457940	SUPRALOFT
Serial Number:	78457929	SUPALOFT
Serial Number:	78457920	CLIMATESHIELD
Serial Number:	78401409	BORDERGUARD
Serial Number:	78401397	NATURALGUARD
Serial Number:	76527817	SANDMAT

CH \$365.00 3101913

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	20607-30190
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	10/08/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2007, by WESTERN NONWOVENS, INC., a Delaware corporation, (the "Grantor") in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for Lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of June 28, 2007 by and among Grantor, certain of its affiliates, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Risk Participation Liabilities for the benefit of Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended, Restated and Consolidated Security Agreement dated as of April 8, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTERN NONWOVENS, INC.

By: 
Name: Michael A. Woods
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:
HELLER FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTERN NONWOVENS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
HELLER FINANCIAL, INC.,
as Agent

By: *Kathleen M. Bird*
Name: Kathleen M. Bird
Title: SVP

ACKNOWLEDGMENT OF GRANTORS

STATE OF Tennessee)
COUNTY OF Anderson)

ss.

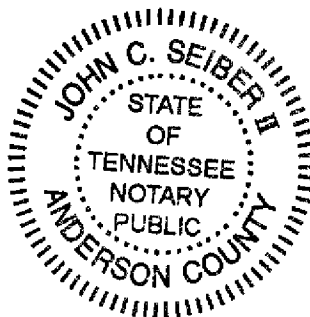
On this 27 day of September, 2007 before me personally appeared Michael Wood, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Western Nonwovens, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Boards of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporations.


Notary Public

{seal}

My commission Expires:

7-20-~~2009~~
2010



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

WESTERN NONWOVENS, INC.
U.S. TRADEMARK REGISTRATIONS

Trademarks	Filing Date	Serial Number	Registration Number	Registration Date
CLIMASHIELD	July 28, 2004	78-457,906	3,101,913	June 6, 2006
THE CONTINUOUS FILAMENT ADVANTAGE	October 14, 2004	78-499,874	Pending	
THE ALL WEATHER ADVANTAGE	October 14, 2004	78-499,875	Pending	
SPRINGBACKABILITY	August 25, 2004	78-473,064	3,004,351	October 4, 2005
PILLOWGUARD	April 28, 2004	78-409,253	3,001,306	September 27, 2005
QUILTGUARD	April 14, 2004	78-401,384	2,951,670	May 17, 2005
THE ALL-WEATHER INSULATION	December 9, 2004	78-530,080		
TURFMAT	August 2, 2004	78-460,546		
SUPRALOFT	July 28, 2004	78-457,940		
SUPALOFT	July 28, 2004	78-457,929		
CLIMATESHIELD	July 28, 2004	78-457,920		
BORDERGUARD	April 14, 2004	78-401,409		
NATURALGUARD	April 14, 2004	78-401,397		
SANDMAT	June 26, 2003	76-527,817		