

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premiere Fibers, Inc.		10/26/2007	CORPORATION: DELAWARE
Universal Fibers, Inc.		10/26/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	12201 Merit Drive
Internal Address:	Suite 860
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	Societe Anonyme: FRANCE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1522671	CAPIMA
Registration Number:	1495853	CAPLANA
Registration Number:	1469839	CAPTIVA
Registration Number:	1532082	PATINA
Registration Number:	2429200	PHOENIX
Registration Number:	2992757	PRISMA
Registration Number:	3068979	REVOLVE
Registration Number:	3199592	SILKWORKS
Registration Number:	2517021	U
Registration Number:	2392789	ULTIMATE FIBER
Registration Number:	2401389	UNIVERSAL COLOR
Registration Number:	1800812	UNY SILQUE NYLON 6.6 MICRODENIER POY

CH \$340.00 1522671

Serial Number:

78369637

REFLECTION

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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

Phone: 212-735-3000

Email: esakur@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Attn: Teresa Hu

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

055660/43 (T. HU)

NAME OF SUBMITTER:

Teresa Hu

Signature:

/Teresa Hu/

Date:

10/30/2007

Total Attachments: 7

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GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this “**Grant of Trademark Security Interest**”) is made as of October 26, 2007, by Universal Fibers, Inc., a Virginia corporation, and Premiere Fibers, Inc., a Delaware corporation (each individually, “**Grantor**,” and collectively, “**Grantors**”), in favor of BNP PARIBAS, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”). Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Universal Fiber Systems, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of October 26, 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of October 26, 2007 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 26, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant

Grant of Trademark Security Interest
to Security Agreement

TRADEMARK
REEL: 003650 FRAME: 0594

to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (collectively, the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary contained in clauses (i) and (ii) above, the security interest created by this Grant of Trademark Security Interest shall not extend to intent-to-use Trademark applications unless and until evidence of the use of such Trademark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND

SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Grant of Trademark Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant of Trademark Security Interest by signing and delivering one or more counterparts.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by their officers thereunto duly authorized as of the 26th day of October, 2007.

PREMIERE FIBERS, INC.

By: RMA
Name: R. MARCUS AMMEN
Title: CHIEF FINANCIAL OFFICER AND SECRETARY

UNIVERSAL FIBERS, INC.

By: RMA
Name: R. MARCUS AMMEN
Title: CHIEF FINANCIAL OFFICER AND SECRETARY

Grant of Trademark Security Interest
to Security Agreement

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

CAPIMA

Registration Number: 1522671
Registration Date: 1/31/89
Renewal Date: 1/31/09
Record Owner: Premiere Fibers, Inc.

CAPLANA

Registration Number: 1495853
Registration Date: 7/12/88
Renewal Date: 7/12/08
Record Owner: Premiere Fibers, Inc.

CAPTIVA (CANADA)

Registration Number: 148835
Registration Date: 1/13/67
Renewal Date: 1/13/12
Record Owner: Premiere Fibers, Inc.

CAPTIVA (Stylized)

Registration Number: 1469839
Registration Date: 12/22/87
Renewal Date: 12/22/07
Record Owner: Premiere Fibers, Inc.

PATINA

Registration Number: 1532082
Registration Date: 3/28/89
Renewal Date: 3/28/09
Record Owner: Premiere Fibers, Inc.

PHOENIX

Registration Number: 2429200
Registration Date: 2/20/01
Renewal Date: 2/20/11
Record Owner: Universal Fibers, Inc.

PRISMA

Registration Number: 2992757
Registration Date: 9/6/05
Renewal Date: 9/6/15
Record Owner: Universal Fibers, Inc.

REFLECTION

Filing Date: 2/18/04
Application Number: 78/369637
Status: Notice of Allowance received
Record Owner: Universal Fibers, Inc

REVOLVE

Registration Number: 3068979
Registration Date: 3/14/06
Renewal Date: 3/14/16
Record Owner: Universal Fibers, Inc

SILKWORKS

Registration Number: 3199592
Registration Date: 1/16/07
Renewal Date: 1/16/17
Record Owner: Universal Fibers, Inc

“U” (Stylized)

Registration Number: 2517021
Registration Date: 12/11/01
Renewal Date: 12/11/11
Record Owner: Universal Fibers, Inc
(To Be Abandoned)

ULTIMATE FIBER

Registration Number: 2392789
Registration Date: 10/10/00
Renewal Date: 10/10/10
Record Owner: Universal Fibers, Inc

UNIVERSAL COLOR

Registration Number: 2401389
Registration Date: 11/7/00
Renewal Date: 11/7/10
Record Owner: Universal Fibers, Inc

UNY SILQUE NYLON 6.6 MICRODENIER POY

Registration Number: 1800812
Application Date: 10/26/1993
Record Owner: Premiere Fibers, Inc.
(To Be Abandoned)

Licensed Trademark:

HYDROFIL (Licensed from Honeywell)

Registration Number: 1408578

Registration Date: 9/9/86

Renewal Date: 9/9/16