

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chemical Technologies LLC		09/13/2007	LIMITED LIABILITY COMPANY:
Apollo Chemical Company LLC		09/13/2007	LIMITED LIABILITY COMPANY:
FCI Technology LLC		09/13/2007	LIMITED LIABILITY COMPANY:
CPC Chemical Holdings, LLC		09/13/2007	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Mount Vernon Mills, Inc.
Street Address:	503 South Main street
Internal Address:	P.O. Box 100
City:	Mauldin
State/Country:	SOUTH CAROLINA
Postal Code:	29662
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2029459	APOLLO
Registration Number:	2178137	BARFOAMKIL
Registration Number:	2144694	DYBILD
Registration Number:	2144693	BARBALUBE
Registration Number:	2144692	ALKON
Registration Number:	2147726	GARDOL
Registration Number:	2279357	BARPEL
Registration Number:	2325185	FLUFTONE

CH \$640.00 2029459

Registration Number:	1790862	QS+ QUALITY SATISFACTION PLUS
Registration Number:	1900255	QUICKSTONE
Registration Number:	1211196	ULTRA TOUCH
Registration Number:	2111809	VIRKLER
Registration Number:	2570116	CENEGEN
Registration Number:	1963336	FLUOROGUARD
Registration Number:	2570121	INTRALUBE
Registration Number:	2715159	INTRAWET
Registration Number:	2570117	POLYANTHRENE
Registration Number:	2398034	SILTOUCH
Registration Number:	1002438	INTRASSIST
Registration Number:	1002437	INTRACARRIER
Registration Number:	1003680	INTRAFOMIL
Registration Number:	0946602	INTRAQUEST
Registration Number:	0946597	INTRASOFT
Registration Number:	0946598	INTRATEX
Registration Number:	0780113	RESOGEN

CORRESPONDENCE DATA

Fax Number: (864)232-4437
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (864) 232-4261
Email: IPdocket@mcnair.net
Correspondent Name: William D. Lee, Jr.
Address Line 1: 101 N. Main Street, Suite 900
Address Line 2: P.O. Box 10827
Address Line 4: Greenville, SOUTH CAROLINA 29601

ATTORNEY DOCKET NUMBER:	032709.00001
NAME OF SUBMITTER:	William D. Lee, Jr.
Signature:	/William D. Lee, Jr./WDL/
Date:	10/30/2007

Total Attachments: 5
source=Mt. Vernon Mills.01 Assignment#page1.tif
source=Mt. Vernon Mills.01 Assignment#page2.tif
source=Mt. Vernon Mills.01 Assignment#page3.tif
source=Mt. Vernon Mills.01 Assignment#page4.tif
source=Mt. Vernon Mills.01 Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 14th day of September 2007 by and among CPC CHEMICAL HOLDINGS, LLC, a North Carolina limited liability company ("CPC"), CHEMICAL TECHNOLOGIES LLC ("ChemTech"), APOLLO CHEMICAL COMPANY LLC ("Apollo"), and FCI Technology LLC ("FCI," and together with CPC, ChemTech and Apollo, the "Assignors," and each an "Assignor") and MOUNT VERNON MILLS, INC., a Maryland corporation ("Assignee").

RECITALS

- A. CPC and Assignee are party to that certain Agreement for Purchase and Sale of Assets, dated as of August 30, 2007 (the "Purchase Agreement").
- B. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.
- C. The Purchase Agreement contemplates the sale, transfer and assignment by Assignors to Assignee of all of Assignors' rights, title and interest in and to the Patents and Trademarks.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Transferors and Assignee hereby agree as follows:

1. Each Assignor hereby sells, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to the Patents and Trademarks set forth on Schedule 1 hereto.
2. Each Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in such Assignee's own name, in any and all countries, and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
3. Each Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country in proof of the right of Assignee or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
4. Each Assignor agrees that such Assignor will, without demanding any further consideration therefore, at the request and the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably

TRADEMARK

REEL: 003650 FRAME: 0672

necessary for obtaining (including, without limitation, for reexamining or reissuing the Patents), sustaining, maintaining, or perfecting Assignee's rights to the Trademarks and the Patents.

5. Nothing in this Agreement, express or implied, is intended or shall be intended to confer upon or give to any person, firm, entity or corporation other than the parties referred to in the first paragraph of this Agreement and their successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

6. NO ASSIGNOR, OR ANY OTHER PERSON HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, AND NO ASSIGNOR NOR ANY OF THE ASSIGNORS' DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES IS OR SHALL BE LIABLE FOR OR BOUND IN ANY MANNER BY, ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES OR STATEMENTS PERTAINING TO THE PATENTS OR TRADEMAKRS, EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT, AND ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

7. In the case of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

8. The parties hereto acknowledge and agree that this Agreement shall be governed by and subject to Sections 27, 29 and 30 of the Purchase Agreement, relating to Assignment, Dispute Resolution, Governing Law and Jurisdiction.

9. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

CPC CHEMICAL HOLDINGS, LLC

By: Walter C. Butler
Name:
Title:

STATE OF Georgia
COUNTY OF Fulton

On this 13th day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Walter C. Butler, known by me to be the person of the above name and an officer of CPC Chemical Holdings, LLC, authorized to execute this Assignment on behalf of CPC Chemical Holdings, LLC who signed and executed the foregoing instrument on behalf of CPC Chemical Holdings, LLC

Barbara Hannah Sillan
Notary Public
My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires July 12, 2009

CHEMICAL TECHNOLOGIES LLC

By: Walter C. Butler
Name:
Title:

STATE OF Georgia
COUNTY OF Fulton

On this 13th day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Walter C. Butler, known by me to be the person of the above name and an officer of Chemical Technologies, LLC, authorized to execute this Assignment on behalf of Chemical Technologies, LLC who signed and executed the foregoing instrument on behalf of Chemical Technologies, LLC

Barbara Hannah Sillan
Notary Public
My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires July 12, 2009

[Signature Page to Intellectual Property Assignment Agreement]

APOLLO CHEMICAL COMPANY LLC

By: [Signature]
Name:
Title:

STATE OF Georgia
COUNTY OF Fulton

On this 13th day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Walter C. Butler, known by me to be the person of the above name and an officer of Apollo Chemical Company LLC authorized to execute this Assignment on behalf of Apollo Chemical Company LLC who signed and executed the foregoing instrument on behalf of Apollo Chemical Company LLC

Barbara Hannah Sillay
Notary Public
My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires July 12, 2009

FCI TECHNOLOGY LLC

By: [Signature]
Name:
Title:

STATE OF Georgia
COUNTY OF Fulton

On this 13th day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Walter C. Butler, known by me to be the person of the above name and an officer of FCI Technology LLC authorized to execute this Assignment on behalf of FCI Technology LLC who signed and executed the foregoing instrument on behalf of FCI Technology LLC

Barbara Hannah Sillay
Notary Public
My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires July 12, 2009

[Signature Page to Intellectual Property Assignment Agreement]

MOUNT VERNON MILLS, INC.

By: *Reginald W. Chapman*
Name: Reginald W. Chapman
Title: President & CEO

STATE OF South Carolina

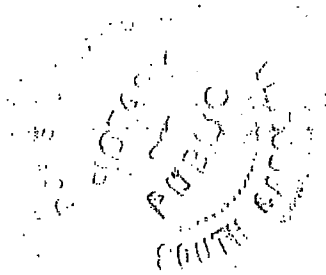
COUNTY OF Greenville

On this 13th day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Reginald W. Chapman, known by me to be the person of the above name and an officer of Mount Vernon Mills, Inc. duly authorized to execute this Assignment on behalf of Mount Vernon Mills, Inc. who signed and executed the foregoing instrument on behalf of Mount Vernon Mills, Inc.

Dois C. Barber

Notary Public

My Commission Expires: My Commission Expires September 17, 2011



[Signature Page to Intellectual Property Assignment Agreement]