

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
Consoltex Inc.		04/21/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Financial Corporation Canada, as Collateral Agent		
Street Address:	55 Standish Court		
Internal Address:	Suite 400		
City:	Mississauga Canada		
State/Country:	ONTARIO		
Postal Code:	L5R 4J4		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77189843	AVANGARD	
Serial Number:	77189795	CYMBEL	
Serial Number:	77189739	IPRO	
Serial Number:	77054506	HYDRA II	
Serial Number:	77054489	HYDRA III	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$140.00 77189843

ATTORNEY DOCKET NUMBER:	1989.117
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/11/2008
Total Attachments: 6 source=Consoltex Trademark Security Agreement#page1.tif source=Consoltex Trademark Security Agreement#page2.tif source=Consoltex Trademark Security Agreement#page3.tif source=Consoltex Trademark Security Agreement#page4.tif source=Consoltex Trademark Security Agreement#page5.tif source=Consoltex Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of April, 2006, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FINANCIAL CORPORATION CANADA, in its capacity as collateral agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, Agent, the lenders party thereto as "Lenders" ("Lenders") and Consoltex Holdings Luxembourg S.à.R.L., the Lender Group is willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to Agent, for the benefit of Lender Group, that certain General Security Agreement dated of even date herewith (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 the benefit of Lender Group, 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 Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of 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 trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions 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 any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property 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, for the benefit of the Lender Group, 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks, trademark registrations, trademark applications or any renewal or extension of the foregoing. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[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.

CONSOLTEX INC., as Grantor

By: *Alex O Palma*
Name: ALEX O PALMA
Title: TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO FINANCIAL CORPORATION
CANADA, 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.

CONSOLTEX INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO FINANCIAL CORPORATION
CANADA, as Agent**

By: _____
Name: _____ NICK SCARFO
Title: _____ VICE PRESIDENT

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trade-Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
CONSOLTEX & Design)	73,763,061	November 10, 1988	1,582,613	February 13, 1990	February 13, 2010
Consoltex (USA)	76,248,809	May 2, 2001	2,716,357	May 13, 2003	May 13, 2008
CONSOLTEX AU FIL DE LA QUALITE THE QUALITY IS WOVEN RIGHT IN	74,112,304	November 5, 1990	1,665,087	November 19, 1991	November 19, 2011
Consoltex logo	76,232,262	March 28, 2001	2,534,174	January 29, 2002	January 29, 2012
CRYON	78/563,129	February 8, 2005			
DERMOFLEX	74,153,442	April 2, 1991	1,683,003	April 14, 1992	April 14, 2012
DRYON	76/575,136	February 11, 2004			
EARTHWHILE	78/634,335	May 20, 2005			
EVERLASTING	76/570,195	January 15, 2004			
FUTURA	73,611,153	July 24, 1986	1,447,580	July 14, 1987	July 14, 2007
HYDROFLEX	74,636,182	February 21, 1995	2,073,003	June 24, 1997	June 24, 2007
MATERIAL SOLUTIONS BY DESIGN	78/754712	November 15, 2005			
RELYON	78/568,378	February 16, 2005			
REZILLION	78/563,098	February 8, 2005			
S2 TECHNOLOGIES	78/613,279	April 20, 2005			
S3 TECHNOLOGIES	76/379,975	March 7, 2002	2,982,549	August 9, 2005	August 9, 2015
SEATEX	78/416,883	May 11, 2004	--	--	--
THE TECHNOLOGY IS WOVEN RIGHT IN	76,167,915	November 17, 2000	2,932,202	March 15, 2005	March 15, 2015
TIDAL WAVE	74,470,272	December 16, 1993	1,905,678	July 18, 1995	July 18, 2005
VOILE MAGIQUE	75,601,994	December 7, 1998	2,545,604	March 12, 2002	March 12, 2012

<u>Trade-Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
AVANGARD	77189843	May 24, 2007			
CYMBEL	77189795	May 24, 2007			
I PRO	77189739	May 24, 2007			
HYDRA II	77054506	November 30, 2006			
HYDRA III	77054489	November 30, 2006			