

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
Invista North America S.A.R.L.		03/07/2008	CORPORATION: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Performance Fibers Operations, Inc.		
Street Address:	707 East Main Street, Ste 1800		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3059642	LOWIK	
Registration Number:	2805891	FORCE	
Registration Number:	2921634	FORCE POLYESTER FIBER FOR OCCUPANT RESTRAINTS WITH CONTROLLED ELONGATION	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	063264-5058		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

CH \$90.00 3059642

Signature:

/Catherine R. Howell/

Date:

03/13/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of March 7, 2008, by and among INVISTA Technologies S.à r.l., a Luxembourg private limited company, INVISTA North America S.à r.l., a Luxembourg private limited company (each of them an “**Assignor**,” and together, “**Assignors**”), and Performance Fibers Operations, Inc., a Delaware (“**Assignee**,” and together with Assignors, the “**Parties**,” and each individually as a “**Party**”):

WHEREAS:

- A. INVISTA S.à r.l., a Luxembourg private limited company (the “**U.S. Seller**”), Servicios Corporativos Arteva, S. de R.L. de C.V., a sociedad de responsabilidad limitada de capital variable organized under the laws of Mexico (“**Servicios Corporativos**”), Arteva Specialties, S. de R.L. de C.V., a sociedad de responsabilidad limitada de capital variable organized under the laws of Mexico (“**Arteva Specialties**”), Arteva Polycom, S. de R.L. de C.V., a sociedad de responsabilidad limitada de capital variable organized under the laws of Mexico (“**Arteva Polycom**” and, together with the U.S. Seller, Servicios Corporativos and Arteva Specialties, each a “**Seller**” and collectively, “**Sellers**”), INA Fibers Holding Corp., a Delaware corporation (“**Purchaser**”), INVISTA B.V., a company organized and existing under the laws of the Netherlands, and Performance Fibers Holdings, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement dated November 30, 2007 (the “**Purchase Agreement**”), pursuant to which Purchaser is to acquire the Business.
- B. Purchaser designated Performance Fibers Mexico Operations, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico (“**Mexico Purchaser**”), to purchase the Purchased Assets and assume the Assumed Liabilities, each with respect to the portion of the Business located in Mexico.
- C. Purchaser designated Assignee to purchase the Purchased Assets and assume the Assumed Liabilities that were not purchased or assumed by Mexico Purchaser.
- D. Each Assignor, as applicable, is the owner of certain trademark registrations listed on Schedule I to this Assignment (“**Trademarks**”).
- E. Pursuant to the Purchase Agreement, Sellers have agreed to cause Assignors to enter into this Assignment.
- F. The Parties intend to enter into this Assignment as required by the Purchase Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1
ASSIGNMENT

- 1.1 In consideration of the payment of the sums set forth in the Purchase Agreement (receipt of which is acknowledged by Assignors), each Assignor, as applicable, hereby assigns to Assignee all such right, title and interest as it holds in and to the Trademarks listed on Schedule I hereto and any goodwill associated with the Trademarks, and Assignee accepts such assignment.
- 1.2 Each Assignor agrees, at the reasonable request of Assignee, to cooperate with Assignee in executing such further documentation provided by Assignee as may be required to secure to Assignee the rights hereby transferred; *provided, however*, that (a) such Assignor shall not be required to provide consideration to third parties or suffer any economic detriment in connection with such assistance and (b) any reasonable out of pocket expenses incurred by such Assignor for the preparation of all documentation, and any fees payable to any recording office under any jurisdiction, in each case to comply with this Section 1.2, shall be borne by Assignee.

ARTICLE 2
NO REPRESENTATIONS AND WARRANTIES

- 2.1 THIS ASSIGNMENT IS MADE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE (A) AS TO THE VALUE OR FREEDOM FROM ENCUMBRANCE OF THE TRADEMARKS; (B) AS TO ANY WARRANTY (EXPRESS OR IMPLIED, ORAL OR WRITTEN) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT A PARTY OR ITS AFFILIATES KNOWS OR HAS REASON TO KNOW ANY SUCH PURPOSE), OR ANY OTHER MATTER, INCLUDING THE COMPLETENESS OR SUFFICIENCY OF THE TRADEMARKS TRANSFERRED HEREUNDER WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE; OR (C) AS TO THE LEGAL SUFFICIENCY TO GRANT ANY RIGHTS THEREIN.
- 2.2 For the avoidance of doubt, it is understood and agreed that any rights and remedies of Assignee under the Purchase Agreement shall not be affected by Section 2.1 herein.

ARTICLE 3
MISCELLANEOUS

- 3.1 This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions,

indemnities, terms or other provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive, or terminate upon, the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. To the extent that any provision of this Assignment conflicts, or is inconsistent, with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

- 3.2 Nothing in this Assignment is intended to, nor shall it be deemed to, transfer or assign to Assignee any right, title or interest in or to the Excluded Assets or Retained Liabilities. No modification hereto shall be of any force or effect unless it is made in writing, signed by the Parties and expressly referred to as being a modification of this Assignment.
- 3.3 Capitalized terms used in this Assignment, but not otherwise defined, shall have the meaning ascribed to them in the Purchase Agreement.
- 3.4 This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 3.5 Other than the provisions set forth in the Purchase Agreement, this Assignment, together with the schedule specifically referenced and attached hereto, embodies the entire understanding between Assignors and Assignee, and there are no contracts, understandings or conditions, oral or written, with reference to the subject matter hereof which are not merged herein.
- 3.6 This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.
- 3.7 This Assignment may be executed in two or more counterparts, each of which shall be deemed an original copy and all of which together will constitute one and the same instrument.

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

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date stated on the first page hereof.

INVISTA Technologies S.à r.l.

Performance Fibers Operations, Inc.

By: 

By: _____

Name: Damon L. Cox

Name: _____

Title: Authorized Signatory

Title: _____

INVISTA North America S.à r.l.

By: 

Name: Damon L. Cox

Title: Authorized Signatory



IN WITNESS WHEREOF, the Parties have executed this Assignment on the date stated on the first page hereof.

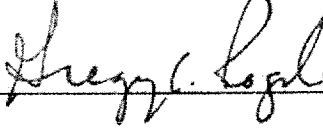
INVISTA Technologies S.à r.l.

By: _____

Name: Damon L. Cox

Title: Authorized Signatory

Performance Fibers Operations, Inc.

By: 

Name: Gregory S. Rogowski

Title: CEO

INVISTA North America S.à r.l.

By: _____

Name: Damon L. Cox

Title: Authorized Signatory

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

Schedule I
TRADEMARKS

TRADEMARK REGISTRATIONS

LOWIK

Country	Int. Class	Goods	Registration No.
US	23	Yarn with anti-wicking properties	3059642
CTM	23	Yarn with anti-wicking properties	003993177

FORCE

and

FORCE
Polyester

Fiber For Occupant Restraints with Controlled Elongation

Country	Int. Class	Goods	Registration No.
US	23	Polyester yarn for industrial fabrics, belts, and webbing for use in rubber goods	2805891
US	23	Polyester Fiber for Occupant Restraints with Controlled Elongation (LOGO)	2921634