

**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
Katun Corporation		09/02/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, National Association, for itself and as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2967723	ACCESS BY KATUN
Registration Number:	1839267	ALUMANA
Registration Number:	2677868	DURACON
Registration Number:	2677867	DURAPREM
Registration Number:	1791441	FIBRA
Registration Number:	1530426	KATUN
Registration Number:	1196707	KATUN
Registration Number:	2333410	KATUN
Registration Number:	2180033	KATUN
Registration Number:	2125588	KATUN
Registration Number:	2333166	KATUN
Registration Number:	1526330	KTN
Registration Number:	1476663	MICROSLEEVE
Registration Number:	2677878	OMNIFIT

CH \$465.00 2967723

Registration Number:	3016158	
Registration Number:	2967688	PERFORMANCE
Registration Number:	3083762	REVOLUTION
Registration Number:	2920096	TUF/SIL

**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:	36084-35720
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	09/04/2008

**Total Attachments: 7**  
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of September 2, 2008 by and from KATUN CORPORATION, a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the other Borrowers thereunder, Katun Holdings Parent, LLC ("Holdings"), the other Loan Guarantors thereunder, the Lenders and the Grantee have entered into a Credit Agreement dated as of September 2, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Holdings have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of September 2, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Grantor, Holdings and certain Subsidiaries of Holdings have entered into a Pledge and Security Agreement dated as of September 2, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A whether now owned or hereafter acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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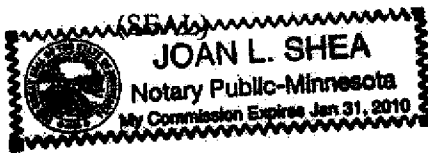
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

KATUN CORPORATION

By: W. F. McIntyre  
Name: William F. McIntyre  
Title: Vice President + General Counsel

STATE OF MINNESOTA )  
AUDLA COUNTY )

On SEPTEMBER 2, 2008, before me, JOAN L. SHEA, Notary Public, personally appeared WILLIAM F. MCINTYRE personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Joan L. Shea  
Notary Public, State of MINNESOTA  
My Commission Expires: 31/01/10

**EXHIBIT A**

(attached)

## SCHEDULE A

## KATUN CORPORATION

## United States Trademarks

U.S. Federal	ACCESS BY KATUN	Registered	02-Apr-03	12-Jul-05	2,967,723
U.S. Federal	ALUMANA	Registered	24-Jun-93	14-Jun-94	1,839,267
U.S. Federal	DURACON	Registered	17-Apr-02	21-Jan-03	2,677,868
U.S. Federal	DURAPREM	Registered	17-Apr-02	21-Jan-03	2,677,867
U.S. Federal	FIBRA	Registered	19-Jan-93	07-Sep-93	1,791,441
U.S. Federal	KATUN	Registered	22-Apr-88	21-Mar-89	1,530,426
U.S. Federal	KATUN	Registered	26-Jan-81	01-Jun-82	1,196,707
U.S. Federal	KATUN (& design)	Registered	14-Jun-99	21-Mar-00	2,333,410
U.S. Federal	KATUN (Block)	Registered	30-Dec-96	11-Aug-98	2,180,033
U.S. Federal	KATUN (Block)	Registered	30-Dec-96	30-Dec-99	2,125,588
U.S. Federal	KATUN (Block)	Registered	14-Jun-99	21-Mar-00	2,333,166
U.S. Federal	KTN	Registered	22-Apr-88	28-Feb-89	1,526,330
U.S. Federal	MICROSLEEVE	Registered	17-Jun-87	16-Feb-88	1,476,663
U.S. Federal	OMNIFIT	Registered	18-Apr-02	21-Jan-03	2,677,878
U.S. Federal	PERFORMANCE icon (Starburst) (design only)	Registered	28-Jul-03	15-Nov-05	3,016,158
U.S. Federal	PERFORMANCE (& design)	Registered	25-Feb-03	12-Jul-05	2,967,688
U.S. Federal	REVOLUTION	Registered	22-Sep-04	18-Apr-06	3,083,762
U.S. Federal	TUF/SIL (words only)	Registered	12-Sep-03	18-Apr-05	2,920,096



**SCHEDULE B - License Agreements**

**None.**