

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: MINNESOTA

RECEIVING PARTY DATA

Name:	KATUN FINCO, LLC
Street Address:	c/o Monomoy Capital Partners, 142 W. 57th St.
Internal Address:	17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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

CH \$465.00 2967723

Registration Number:	2677878	OMNIFIT
Registration Number:	3016158	
Registration Number:	2967688	PERFORMANCE
Registration Number:	3083762	REVOLUTION
Registration Number:	2920096	TUF/SIL

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 446-4800
Email: hsmith@kirkland.com
Correspondent Name: Hayley M. Smith, Sr. Legal Assistant
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	41912-41 (KATUN - HS)
NAME OF SUBMITTER:	Hayley M. Smith
Signature:	//hayley m. smith//
Date:	10/06/2008

Total Attachments: 6
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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF SEPTEMBER 2, 2008, AMONG KATUN FINCO, LLC, AND JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT IN CONNECTION WITH THE CREDIT AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED, MODIFIED, REFINANCED, OR REPLACED FROM TIME TO TIME, THE "SENIOR CREDIT AGREEMENT"), DATED AS OF SEPTEMBER 2, 2008, AMONG KATUN CORPORATION, KATUN ACQUISITION CORP., COÖPERATIEVE KATUN DUTCHHOLDCO U.A., ANY OTHER BORROWERS FROM TIME TO TIME PARTY THERETO, THE SENIOR LENDERS FROM TIME TO TIME PARTY THERETO, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AND J.P. MORGAN EUROPE LIMITED, AS EUROPEAN AGENT, TO THE SENIOR OBLIGATIONS (INCLUDING INTEREST) OWED BY KATUN CORPORATION OR KATUN ACQUISITION CORP. TO THE HOLDERS OF SENIOR OBLIGATIONS (AS SUCH TERM IS DEFINED IN SAID SUBORDINATION AGREEMENT), AND EACH HOLDER OF THIS INSTRUMENT BY ITS ACCEPTANCE HEREOF SHALL BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AGREEMENT, AND ANY AMENDMENTS TO THIS PARAGRAPH SHALL BE NULL AND VOID AND OF NO EFFECT WITHOUT THE PRIOR WRITTEN CONSENT OF SUCH ADMINISTRATIVE AGENT.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2008, is made by KATUN CORPORATION, a Minnesota corporation (the "Grantor"), in favor of KATUN FINCO, LLC, a Delaware limited liability company, as lender (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantor has executed and delivered to the Secured Party, that certain General Continuing Guaranty dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Guaranty"); and

WHEREAS, the Grantor has executed and delivered to the Secured Party a Security Agreement dated as of the date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to

all of the 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 registrations and trademark applications (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), including those referred to on Schedule I hereto;
- (b) all renewals, registrations, continuations and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing, or (ii) injury to the goodwill associated with any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6 of the Security Agreement.

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IN WITNESS WHEREOF, the 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.

GRANTOR:

KATUN CORPORATION

By: W. F. McIntyre
Name: William McIntyre
Its: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

KATUN FINCO, LLC

By: _____
Name: Mayank Singh
Its: Vice President

IN WITNESS WHEREOF, the 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.

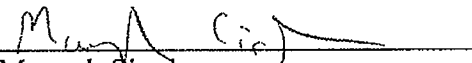
GRANTOR:

KATUN CORPORATION

By: _____
Name: William McIntyre
Its: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

KATUN FINCO, LLC

By: 
Name: Mayank Singh
Its: Vice President

*Signature page to
Trademark Security Agreement
Katun Corporation*

**TRADEMARK
REEL: 003866 FRAME: 0283**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

All of the following trademarks are owned by the Grantor:

See Attached.

Trademarks

United States Trademarks

Country	Mark	Status	Application Date	Registration Date	Registration No.
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