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
Polyester Fibers, LLC		ll11/24/2008 l	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	400 Northridge Road, Suite 600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30350
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2293473	ANGEL SOFT
Registration Number:	1259066	B B SATIN STAR
Registration Number:	2685756	BLIZZARD BLANKET
Registration Number:	2715150	BUFFALO HAY
Registration Number:	1560941	BUFFALO SNOW
Registration Number:	2142396	BUFFALO SNOW
Registration Number:	1207283	COMFORTLOFT
Registration Number:	3033603	CREAM ROSE
Registration Number:	1456553	CUMUFLEX
Registration Number:	1271794	CUMULUS
Registration Number:	1508177	CUMUSLICK
Registration Number:	0689629	DECOR-TEX
Registration Number:	1575069	EUROPA
Registration Number:	2426399	FIBER ZONE TRADEMARK

REEL: 003899 FRAME: 0172

Registration Number:	3025581	FIBERLOFT
Registration Number:	3131668	
Registration Number:	2421488	FROSTY SNOW
Registration Number:	2715149	HALLOWEEN HAY
Registration Number:	2715177	HAY-LITES
Registration Number:	2609686	HI-LITES
Registration Number:	1122482	HOLLY-TEX
Registration Number:	1786793	LANTUCK
Registration Number:	1581599	MIRA FILL
Registration Number:	0150127	MOUNTAIN MIST
Registration Number:	1136227	MOUNTAIN MIST
Registration Number:	1088780	NOVA-BOND
Registration Number:	2882254	ORIGINAL BUFFALO GRASS
Registration Number:	2871160	ORIGINAL BUFFALO GRASS
Registration Number:	2871157	ORIGINAL BUFFALO HAY
Registration Number:	2871158	ORIGINAL BUFFALO SNOW
Registration Number:	1058456	PILLOWLOFT
Registration Number:	2987075	POLYBOARD
Registration Number:	1401254	QUILT-LIGHT
Registration Number:	2107497	SNOW COVER
Registration Number:	1865828	SNOW COVER BLANKET
Registration Number:	1873993	SNOW DRIFT
Registration Number:	2918511	SNOW FLAKES
Registration Number:	3240290	SNOWCAP
Registration Number:	1908637	SNOW-TEX
Registration Number:	1394087	SOFT HEART
Registration Number:	0530325	SPARKL-TEX
Registration Number:	1862556	SUPER FLUFF!
Registration Number:	1718226	THERMA-PUFF
Registration Number:	1163976	UW
Registration Number:	1162908	UW
Registration Number:	3043699	WHITE ROSE
Registration Number:	2795490	PYRO~GON
Registration Number:	3436554	CUMUPEEL
Serial Number:	77342883	ECOSNOW
II	11	TRADEMARK TRADEMARK

REEL: 003899 FRAME: 0173

Serial Number:	77342876	HERITAGE COLLECTION EST. 1846 BY MOUNTAIN MIST
Serial Number:	76527373	SNOW FLURRIES
Serial Number:	76609196	SNOWCAP

CORRESPONDENCE DATA

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-420-5527
Email: rbirdwell@phrd.com

Correspondent Name: Rhonda J. Birdwell, Paralegal -- PHR&D
Address Line 1: 285 Peachtree Center Avenue, Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1141-115 (L&P)
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	12/08/2008

Total Attachments: 18

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of November 24, 2008, is made by and between **POLYESTER FIBERS, LLC**, a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells Fargo"), a national banking association acting through its Wells Fargo Business Credit operating division, having a business location at the address set forth below next to its signature.

Recitals

- A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.
- B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. <u>Security Interest</u>. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in

substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

- 3. <u>Representations, Warranties and Agreements</u>. Company represents, warrants and agrees as follows:
 - (a) **Existence**; Authority. Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.
 - (b) Patents. Exhibit A accurately lists all Patents owned by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.
 - Company as of the date hereof and accurately lists all Trademarks owned by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the business(es) of Company or any Subsidiary. If after the date hereof, Company owns any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to Company's or any such Subsidiary's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement **Exhibit B**, which upon acceptance by Wells Fargo shall become part of this Agreement.
 - (d) Affiliates. As of the date hereof, no Affiliate (excluding Portfolio Affiliates) owns or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate (excluding Portfolio Affiliates) owns or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

- (e) **Title.** Company has absolute title to each Patent and each Trademark listed on **Exhibits A** and **B**, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) No Sale. Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.
- (g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. Company will at its own expense maintain the Patents and the Trademarks except to the extent Company has reasonably determined that any such Patent or Trademark is no longer useful in its business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that, unless it has reasonably determined that a Patent or Trademark is no longer useful in its business, it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (i) Wells Fargo's Right to Take Action. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys

expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under <u>Section 6</u>, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

- (k) Power of Attorney. To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.
- 4. <u>Debtor's Use of the Patents and Trademarks</u>. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.
- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in <u>Section 3</u> shall prove to have been incorrect in any material respect when made.
- 6. <u>Remedies</u>. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:
 - (a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.
 - (b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
 - (c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company

shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

POLYESTER FIBERS, LLC	
("Debtor")	
By:	
Name: DAVID ALGONSO	
Title: PRESIDENT	
Address: 1410 Donelson Pike, Suite A-5 Nashville, Tennessee 37217	
WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo")	
Зу:	
Name:	
Title:	
Address: 400 Northridge Road, Suite 600 Atlanta, Georgia 30350	

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

POLYES	TER FIBERS, LLC
("Debtor"))
Ву:	
Name:	
Title:	·
Address:	1410 Donelson Pike, Suite A-5 Nashville, Tennessee 37217
	FARGO BANK, NATIONAL ATION ("Wells Falgo") L. Palermo Le President

Address: 400 Northridge Road, Suite 600 Atlanta, Georgia 30350

EXHIBIT A

Patents

Registered Patents:

<u>Title</u>	Patent No.	Date Issued
Method of Forming Densified Fiber Batt with Coil Springs Interlocked Therein	6,077,378	6/20/2000
Method for Forming a Vacuum Bonded Non-Woven Batt	4,753,693	6/28/1988
Vacuum Bonded Non-Woven Batt	4,668,562	5/26/1987
Convoluted Surface Fiber Pad	6,500,292	12/31/2002
Convoluted Surface Fiber Pad	6,740,610	5/25/2004
Convoluted Multi-Layer Pad and Process	6,372,076	4/16/2002
Convoluted Multi-Layer Pad and Process	6,596,387	7/22/2003
Convoluted Multi-Layer Pad and Process	7,008,691	3/7/2006
Multi-Density Seating Cushion	6,063,461	5/16/2000
Multi-Density Batt	5,741,380	4/21/1998
Dual Density Non-Woven Batt	5,079,074	1/7/1992
Multi Density Fiber Seat Back	7,238,633	7/3/2007
Cushion Having Plural Zone with Discrete Compressibility Characteristics	7,238,630	7/3/2007
Fusible Quilt Batt	7,109,134	9/19/2006
Method for Forming Fire Combustion Modified Batt	7,147,734	12/12/2006
Method for Forming Fire Combustion Modified Batt	7,244,322	7/17/2007
Fire Resistant Nonwoven Batt having Both Charring and Oxygen Depleting Fibers	7,125,460	10/24/2006

<u>Title</u>	Patent No.	Date Issued
Bi-Layer Non-Woven Fire Resistant Batt and an Associated Method for Manufacturing the Same	7,132,022	11/7/2006
Convoluted Fiber Pad	7,452,589	11/18/08
Fiber Batt Having a Separator Layer	7,407,558	8/5/08
Luxury Fiber Blend for Use in Fiberfill Household Textile Articles	7,435,475	10/14/08
Thermal Properties Testing Apparatus and Methods	7,329,043	2/12/08

Patent Applications:

<u>Title</u>	Application No.	Date Filed
Method for Relofting a Nonwoven Fiber Batt	11/175,422	7/6/2005
Multi Density Fiber Back	60/326,414	10/1/2001
Multi Layer Fiber and Foam Cushion	60/445,128	2/5/2003
Cushion Having Plural Zones with Discrete Compressibility Characteristics	11/745,304	5/7/2007
Fusible Non-Woven Fibrous Web	09/873,597	6/4/2001
Method of Making a Quilt	10/712,468	11/13/2003
Fusible Quilt Batt	11/463,550	8/9/2006
Fiberfill Packaging Method and Apparatus	60/864,353	11/3/2006
Panel Filter and Panel Filter Manufacturing Process	60/727,152	10/14/2005
Multiple-Layer, Multiple-Denier Nonwoven Fiber Batt	60/736,809	11/14/2005
Multiple-Layer, Multiple-Denier Nonwoven Fiber Batt	11/559,665	11/14/2006
Method of Manufacturing a Durable Fire Resistant Nonwoven Fiber Batt Using Non-Inherently Fire Resistant Fibers	60/813,378	6/14/2006

<u>Title</u>	Application No.	Date Filed
Mattress with Substantially Uniform Fire Resistance Characteristic	11/175,423	7/6/2005
Thermal Properties Testing Apparatus and Methods	60/517,178	11/4/2003
Fire Resistant Barrier having Chemical Barrier Layer	11/762,662	6/13/2007
Bi-Lofted Fire Combustion Modified Batt	60/188,979	3/13/2000
Highloft Nonwoven Fire Resistant Batt	60/542,263	2/3/2004
Bi-Layer Fire Resistant Nonwoven Fiber Batt having Charring and Oxygen Depleting Fibers in each Layer Thereof	11/584,190	10/20/2006
Gray Fire Resistant Nonwoven Batt	60/556,136	3/23/2004
Gray Fire Resistant Nonwoven Batt Formed from a Blend of Fire Retardant Materials and an Associated Method of Manufacturing the Same	11/088,658	3/23/2005
Fire Resistant Nonwoven Formed from a Superhomogenous Fiber Blend Produced by an Intimate Mixing Process	60/620,152	10/18/2004
Fire Resistant Nonwoven Fiber Batt and an Associated Method of Manufacturing the Same	11/254,113	10/18/2005
Heat Absorptive Bi-Layer Fire Resistant Nonwoven Fiber Batt	60/813,541	6/14/2006
Heat Absorptive Bi-Layer Fire Resistant Nonwoven Fiber Batt	11/762,656	6/13/2007
Fiber Batt Replacement for Foam Core Cushioning	61/022,215	1/18/2008
Fiberfill Packaging Method and Apparatus	11/934,657	11/2/2007
Fire Resistant Insulator Pad	11/172,230	6/30/2005
Fire Resistant Insulator Pad	12/101,811	4/11/2008
Fire Combustion Modified Batt	11/778,523	7/16/2007
Protective Fire Retardant Component for a Composite Furniture System	11/677,980	2/22/2007

<u>Title</u>	Application No.	Date Filed
Thermal Properties Testing Apparatus and Methods	11/972,453	1/10/2008
Method for Forming Fire Combustion Modified Batt	10/221,638	1/7/2003

Foreign Patents:

Country	<u>Title</u>	Application/Patent No.	<u>Date</u> <u>Issued/Filed</u>
PCT	Convoluted Multi-Layer Pad and Process	US0026675	9/28/2000
CA	Fiberfill Packaging Method and Apparatus	2,567,136	11/3/2006
WO	Panel Filter and Panel Filter Manufacturing Process	PCT/US2006/040477	10/16/2006
РСТ	Method of Forming Fire Combustion Modified Batt	US01/07831	3/13/2001
CA	Method for Forming Fire Combustion Modified Batt	2,402,598	3/13/2001
EP	Method for Forming Fire Combustion Modified Batt	019185636	3/13/2001
MX	Method for Forming Fire Combustion Modified Batt	PAA2002009090	9/13/2002

EXHIBIT B

Trademarks

Registered Trademarks:

<u>Trademark</u>	Registration No.	Registration Date
Angel Soft	2,293,473	11/16/1999
BB Satin Star	1,259,066	11/29/1983
Blizzard Blanket	2,685,756	2/11/2003
Buffalo Hay	2,715,150	5/13/2003
Buffalo Snow	1,560,941	10/17/1989
Buffalo Snow	2,142,396	3/10/1998
ComfortLoft	1,207,283	9/7/1982
Cream Rose	3,033,603	12/27/2005
Cumuflex	1,456,553	9/8/1987
Cumulus	1,271,794	3/27/1984
Cumuslick	1,508,177	10/11/1988
Décor-Tex	689,629	12/8/1959
Europa	1,575,069	1/2/1990
Fiber Zone	2,426,399	2/6/2001
Fiberloft	3,025,581	12/13/2005
Flame Design (Pryo-Shield Design)	3,131,668	8/22/2006
Frosty Snow	2,421,488	1/16/2001
Halloween Hay	2,715,149	5/13/2003
Hay-Lites	2,715,177	5/13/2003

<u>Trademark</u>	Registration No.	Registration Date
Hi-Lites	2,609,686	8/20/2002
Holly-Tex (Stylized)	1,122,482	7/17/1979
Lantuck	1,786,793	8/10/1993
Mira-Fill and Design	1,581,599	2/6/1990
Mountain Mist	0,150,127	12/27/1921
Mountain Mist	1,136,227	5/27/1980
Nova-Bond	1,088,780	4/4/1978
Original Buffalo Grass	2,882,254	9/7/2004
Original Buffalo Grass and Design	2,871,160	8/10/2004
Original Buffalo Hay and Design	2,871,157	8/10/2004
Original Buffalo Snow and Design	2,871,158	8/10/2004
Pillowloft	1,058,456	2/8/1977
Polyboard	2,987,075	8/23/2005
Quilt-Light	1,401,254	7/15/1986
Snow Cover	2,107,497	10/21/1997
Snow Cover Blanket	1,865,828	12/6/1994
Snow Drift	1,873,993	1/17/1995
Snow Flakes	2,918,511	1/18/2005
Snowcap and Design	3,240,290	5/8/2007
Snow-Tex	1,908,637	8/1/1995
Soft Heart	1,394,087	5/20/1986
Sparkl-Tex (Stylized)	530,325	9/5/1950

<u>Trademark</u>	Registration No.	Registration Date
Super Fluff!	1,862,556	11/15/1994
Therma-Puff	1,718,226	9/22/1992
UW (Stylized)	1,163,976	8/4/1981
UW (Stylized)	1,162,908	7/28/1981
White Rose	3,043,699	1/17/2006
Pyro-Gon	2,795,490	12/16/2003
Cumupeel	3,436,554	5/27/08

Trademark Applications:

<u>Trademark</u>	Application No.	Filed Date
Ecosnow	77/342,883	12/3/2007
Heritage Collection Est. 1846 by Mountain Mist	77/342,876	12/3/2007
Snow Flurries	76/527,373	6/30/2003
Snowcap and Design	76/609,196	8/25/2004

Foreign Trademarks:

Country	<u>Trademark</u>	Registration/Application No.	<u>Filed /</u> <u>Registration Date</u>
CA	Cream Rose	1240548 / TMA676,843	11/14/2006
CA_	Fatt Batt	0609234 /TMA364474	1/19/1990
CA	FiberLoft	1240550 / TMA676,898	11/14/2006
CA	Glaze-Tex	1,022,349 / TMA539274	1/8/2001

Country	<u>Trademark</u>	Registration/Application No.	<u>Filed /</u> <u>Registration Date</u>
CA	Mountain Mist	0158842/01 / TMDA055882	12/7/1932 and 9/1/2002
CA	Pillowloft	0609208 / TMA358,160	7/7/1989
CA	Snow Cover	865,698 / TMA502326	10/16/1998
CA	Snow Cover Blanket	865,699 / TMA502348	10/16/1998
CA_	Snow Drift	1,022,347 / TMA539272	1/8/2001
CA	Snowcap and Design	1241316 / TMA708514	12/20/2004
CA	Snow-Tex	1,022,348 / TMA539273	1/8/2001
CA	Sparkl-Tex	1,022,350 / TMA539275	1/8/2001
CA	White Rose	1240549	12/14/2004
EM	Pyro-Gon	002615342	7/18/2003

Common Law Trademarks

(See Attached)

	·	
Buffalo Batt Felt		
Duitulo duli areli	•	
Buffalo Snow		
eco() craft		
Mist.		
Super Fluff		
A TOUCH OF CASHMERE		
A TOUCH OF NATURAL LUXURY		
A TOUCH OF SILK		
A TOUCH OF WOOL		
BLUE RIBBON	- +1	
BROUGHT TO YOU BY THE ENVIRONMENTALLY FRIENDLY FOLK	S AT BUFFALO SNOW	
BUFFALO BATT & FELT		
BUFFALO SNOW FLURRIES		

BUFFALO SNOW ICE POND	,		
BUFFALO SNOW STORM			
COMPLETELY COTTON			
COTTON BLOSSOM			
CRAFTING A BETTER PLANET			
CUMU-LAST			-
CUMULUS FIBRES			
DESIGNERS' CHOICE		-	
ECOBLANKET			-
ECOCRAFT			
ECOCRAFT ECO-FRIENDLY			
ECOFLURRIES			
ECO-FRIENDLY			
ECO-FRIENDLY MADE EASY			
ECONOMY			
GLAZENE			
GOLD			
GOLD-FUSE			
HERITAGE COLLECTION		7.00	'.
INSULMAX	,		
LUXURY LOFT			
NOVA BOND FR			

NOVA FIRM
NOVA LOFT
PAINTGUARD MEDIA
POLYBOARD PLUSH
PYRO-SHIELD
PYRO-SHIELD DUPLEX
SUPER PAINTGUARD
THE BRIGHT WHITE FLURRY THAT'S COMPLETELY GREEN!
THE BRIGHT WHITE SNOW BLANKET THAT'S COMPLETELY GREEN!
THE BRIGHT WHITE SNOW THAT'S COMPLETELY GREEN!
ULTRA FLUFF
WHITE GOLD

RECORDED: 12/08/2008