3/18/09

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/200

RE

U.S. DEPARTMENT OF COMMERCE
nited States Patent and Trademark Office

03-20-2009

103553427

To the Director of the U. S. Patent and ... ments or the new address(es) below.

1. Name of conveying party(ies):

Invista North America S.A.R.L.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other Private Limited Liability Company

Citizenship (see guidelines) Luxembourg

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Deutsche Bank AG New York Branch

Internal Address:

Street Address: 60 Wall Street

City: New York

State: New York

Country: United States Zip: 10005

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Collateral Agent Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 6, 2009

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Grant of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Schedule

B. Trademark Registration No.(s)

See Attached Schedule

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew Bart

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip: 10036

Phone Number: 212-819-8200

Fax Number: 212-354-8113

Email Address: mbart@whitecase.com

6. Total number of applications and registrations involved: 253

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $6,340

☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

03/19/2009 MJAMA1 00000049 76554871
01 FC:8521 40.00 OP
02 FC:8522 6300.00 OP

Deposit Account Number

Authorized User Name

9. Signature: Matthew Bart
Signature

March 18, 2009
Date

Matthew Bart
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademarks

a) Trademarks owned by INVISTA North American S.à r.l.

Trademark	Country	Appln. No.	Reg. No.
A Design	U.S.	76/554871	2433953
ACCEPTA	U.S.	78/060341	2580442
ADI-PURE	U.S.	73/760663	1544087
ADORATION	U.S.	72/367691	907566
ALWAYS STYLISH. ALWAYS BEAUTIFUL.	U.S.	78/876173	3209182
ANTRON	U.S.	77/369164	3457940
ANTRON	U.S.	72/089748	706719
ANTRON	U.S.	75/921434	2534769
ANTRON	U.S.	78/916539	3360907
ANTRON	U.S.	78/604568	3073577
ANTRON LUMENA	U.S.	74/032055	1626030
ANTRON PERFORMANCE FIBER	U.S.	78/655110	3541840
ANTRON PRIMERS	U.S.	77/086682	3550740
ANTRON RECLAMATION PROGRAM	U.S.	78/651177	3199735
AVORA	U.S.	75/538083	2443932
AVORA FR BLEND	U.S.	78/086958	2933899
AVROA FR BLEND and Design	U.S.	78/348737	2920796
BOROCIDE	U.S.	78/340952	2974297
BRILLIANCE	U.S.	78/240940	2889044
CELBOND	U.S.	73/704923	1515433
CLASSICSPUN	U.S.	78/572473	3058991
COMFOREL	U.S.	73/707507	1556318
COMFOREL	U.S.	78/799837	3243088
COMFOREL	U.S.	75/662130	2414655
COMFOREL	U.S.	77/491388	3554073
COOLMAX	U.S.	75/356166	2272949
COOLMAX	U.S.	78/293031	2979187
COOLMAX FreshFX	U.S.	78/977184	3140567
COOLMAX FreshFX Stylized	U.S.	78/548632	3228610
COOLMAX and Design	U.S.	78/569202	3122950
COOLMAX and Design	U.S.	78/569212	3089752
CORDURA	U.S.	72/252166	830664
CORDURA	U.S.	76/386881	2739796
COREBOND	U.S.	73/689081	1568438
CORFREE	U.S.	73/623388	1445790
DACRON	U.S.	78/530609	3035664
DACRON	U.S.	75/434091	2273819
DACRON	U.S.	71/612450	555085
DACRON	U.S.	78/510352	3340959
DBE and Design	U.S.	75/582444	2425621
DSDN	U.S.	74/209596	1737657
DURA-TWIST	U.S.	77/215327	3473423

Trademark	Country	Appln. No.	Reg. No.
DURALIFE	U.S.	75/899504	2565898
DYTEK	U.S.	73/625933	1467830
EC EMBLAZIA and Design	U.S.	78/214823	2978542
ECOEMBLAZIA	U.S.	78/211507	2856953
ECOSOFT	U.S.	75/767589	2700721
ELASPAN	U.S.	76/012250	2499124
EMBLAZIA	U.S.	78/042968	2608296
ESP	U.S.	73/332929	1212475
FORCE	U.S.	78/172408	2805891
FORCE POLYESTER FIBER FOR OCCUPANT RESTRAINTS WITH CONTROLLED ELONGATION and Design	U.S.	78/245481	2921634
FRESHFLEX	U.S.	77/343460	3541501
FRESHFLEX and Design	U.S.	77/343471	3541502
FRESHLOFT	U.S.	75/291388	2158943
FRESHLOFT	U.S.	76/122586	2629084
FRESHFX	U.S.	78/550231	3330817
GRAND LUXURA	U.S.	75/297745	2327094
HOLLOFIL	U.S.	73/111283	1072703
HYSTRON	U.S.	72/277175	0860760
HYTEN	U.S.	73/697230	1530911
IMBUE	U.S.	78/060344	2580443
INVISTA	U.S.	78/976602	3327991
INVISTA	U.S.	78/163478	3254075
INVISTA and Design	U.S.	78/350591	2982176
INVISTA and Design	U.S.	78/350600	3061038
INVSITA and Design	U.S.	78/350608	2979738
INVISTA and Design	U.S.	78/350617	3086236
INVISTA and Design	U.S.	78/350623	3197264
INVISTA and Design	U.S.	78/350627	3335878
INVISTA and Design	U.S.	78/976639	3074795
INVISTA and Design	U.S.	78/350629	3074415
INVISTA and Design	U.S.	78/350634	3088413
INVISTA and Design	U.S.	78/350638	3133786
LIGHT SPIRIT BLEND	U.S.	73/735787	1533761
LOFTGUARD	U.S.	73/273907	1173329
LOWIK	U.S.	78/468696	3059642
LUXERELL	U.S.	77/503935	3546863
LYCRA	U.S.	78/568905	3175194
LYCRA	U.S.	72/047743	673321
LYCRA	U.S.	72/047744	673601
LYCRA	U.S.	75/332554	2327118
LYCRA	U.S.	78/568914	3115318
LYCRA	U.S.	74/653355	2114474
LYCRA	U.S.	78/666117	3283652
LYCRA and Design	U.S.	78/568881	3303567
LYCRA and Design	U.S.	78/976706	3077861
LYCRA and Design	U.S.	78/703134	3124974

Trademark	Country	Appln. No.	Reg. No.
LYCRA and Design	U.S.	75/332553	2251898
LYCRA and Design	U.S.	75/332552	2251897
LYCRA and Design	U.S.	75/332579	2327119
LYCRA and Design	U.S.	75/222696	2184938
LYCRA and Design	U.S.	78/568928	3137124
LYCRA and Design	U.S.	75/398052	2274982
MASTERLIFE	U.S.	74/376695	1971591
MASTERSTORE	U.S.	74/637785	2393763
MELINAR	U.S.	74/322657	1794560
MICROLUX	U.S.	77/247979	3469149
MICROTHERM	U.S.	75/342930	2197987
Miscellaneous Design (rings design)	U.S.	77/100063	3316569
Miscellaneous Design (wave design)	U.S.	75/330352	2248226
NATRELLE	U.S.	78/847466	3243097
NATRELLE	U.S.	75/358699	2350550
NEOTIS	U.S.	76/251274	2707740
OPTIQUE	U.S.	74/285885	1812962
OPTIQUE	U.S.	78/723438	3373975
PERFORMA	U.S.	78/613513	3209687
PHENREZ	U.S.	78/113492	2669327
POLARGUARD	U.S.	73/060361	1058486
POLARGUARD	U.S.	72/404638	950577
POLYCLEAR	U.S.	78/741807	3420164
POLYSHIELD	U.S.	78/460433	2998062
POLYSHIELD and Design	U.S.	78/887855	3215843
PROSELECT	U.S.	73/766632	1554263
QUILTED HUGGABLE	U.S.	78/637883	3265996
RESISTECH	U.S.	78/371238	3091091
SAVVY HOME DESIGN	U.S.	78/640916	3267728
SERENE	U.S.	72/211639	805957
SERENE	U.S.	72/274867	0861066
SOLARMAX	U.S.	78/621143	3122129
SPILLNET	U.S.	75/963655	2466649
STAINMASTER	U.S.	78/451025	3234353
STAINMASTER	U.S.	78/552762	3134253
STAINMASTER	U.S.	78/329926	2986365
STAINMASTER	U.S.	78/240520	2895394
STAINMASTER	U.S.	78/312747	2973928
STAINMASTER	U.S.	74/471039	2129204
STAINMASTER	U.S.	78/312746	2946795
STAINMASTER	U.S.	77/014499	3303284
STAINMASTER ELITE	U.S.	78/896734	3206313
STAINMASTER FURNITURE and Design	U.S.	78/901242	3206317
STAINMASTER GRAND LUXURA CARPET and Design	U.S.	78/879410	3209196
STAINMASTER HOME & OFFICE CARPET and Design	U.S.	77/059020	3335811
STAINMASTER LUXURY FLOORING and Design	U.S.	77/059034	3472928

Trademark	Country	Appln. No.	Reg. No.
STAINMASTER MASTERLIFE CARPET and Design	U.S.	78/895400	3206306
STAINMASTER PAINT and Design	U.S.	77/054278	3271425
STAINMASTER PLUS	U.S.	77/014398	3344836
STAINMASTER SIGNATURE	U.S.	78/896727	3206312
STAINMASTER ULTRA LIFE	U.S.	75/228174	2293097
STAINMASTER ULTRA LIFE	U.S.	77/014404	3330252
STAINMASTER ULTRA LIFE CARPET and Design	U.S.	78/895379	3209230
STAINMASTER XTRA LIFE CARPET	U.S.	75/600334	2485680
STAINMASTER XTRA LIFE CARPET and Design	U.S.	78/895408	3206307
STRETCH-AIRE	U.S.	73/328091	1224309
SUPPLEX	U.S.	75/465088	2327294
SUPPLEX	U.S.	75/465094	2327295
SUPPLEX NYLON	U.S.	73/538769	1372650
SUPREME LOFT	U.S.	77/199018	3358219
SUPRIVA	U.S.	78/879338	3209195
SUPRIVA	U.S.	78/879336	3253408
SUPRIVA and Design	U.S.	78/877776	3209190
SUPRIVA and Design	U.S.	78/877691	3227528
T400	U.S.	78/555102	3206759
T400	U.S.	78/977951	3278023
TACTEL	U.S.	73/511618	1360627
TACTEL	U.S.	75/604726	2556471
TACTEL AQUATOR	U.S.	74/491686	2175209
TACTEL AQUATOR	U.S.	74/491687	2175210
TACTESSE	U.S.	73/621069	1440005
TERAFLEX	U.S.	78/029495	2602887
TERATE	U.S.	72/462847	984233
TERATHANE	U.S.	73/434605	1314146
The STAINMASTER FLOORING CENTER	U.S.	77/492991	3554080
THE STAINMASTER HOME ADVANTAGE PROGRAM	U.S.	77/091877	3402634
THERMASTAT	U.S.	75/055350	2247946
THERMASTAT	U.S.	75/053948	2247944
THERMASTAT and Design	U.S.	78/558096	3269337
THERMOLITE	U.S.	76/372676	2990866
THERMOLITE	U.S.	78/962845	3321866
THERMOLITE	U.S.	78/890169	3532608
XA	U.S.	74/554161	2065416
XFIT LYCRA	U.S.	78/874224	3346032
XFIT LYCRA and Design	U.S.	78/857920	3345952
XPS	U.S.	78/884335	3341945
XTI	U.S.	73/612483	1446478
XTI	U.S.	74/473181	1862558
XTRA LIFE	U.S.	75/561608	2780953
XTRA LIFE LYCRA	U.S.	75/598843	3353409
XTRA LIFE LYCRA and Design	U.S.	78/610808	3353426

Trademark	Country	Appln. No.	Reg. No.
Z-LEX	U.S.	75/278461	2251792

b) Trademark applications owned by INVISTA North American S.à r.l.

Trademark	Country	Appln. No.	Appln. Date	Status
ANTRON	U.S.	78/912292	06/20/2006	Allowed
ANTROL WITH STAINRESIST	U.S.	78/611125	04/18/2005	Published
AQUATOR	U.S.	77/181367	05/15/2007	Published
COMFOREL	U.S.	77491388	06/05/2008	Published
COOLMAX	U.S.	77491390	06/05/2008	Allowed
COOLMAX ECOTECH BRAND and Design	U.S.	77/576180	09/22/2008	Rejected
COOLMAX and Design	U.S.	77/491391	06/05/2008	Published
CORDURA	U.S.	77/301380	10/11/2007	Allowed
CORDURA	U.S.	77/301384	10/11/2007	Allowed
CORDURA	U.S.	77/301393	10/11/2007	Allowed
DACRON ECOFIL	U.S.	77/388500	02/05/2008	Allowed
DACRON ECOFIL	U.S.	77/388538	02/05/2008	Allowed
DACRON ECOSOFT	U.S.	77/350894	12/13/2007	Allowed
DACRON ECOSOFT	U.S.	77/350917	12/13/2007	Allowed
DACRON ECOSOFT	U.S.	77/350937	12/13/2007	Allowed
DACRON FRESHFX	U.S.	77/350888	12/13/2007	Allowed
DACRON FRESHFX	U.S.	77/350907	12/13/2007	Allowed
DACRON FRESHFX	U.S.	77/350928	12/13/2007	Allowed
DEFEND YOUR BASE	U.S.	77/465738	04/04/2008	Allowed
DURAFRESH	U.S.	77/327324	11/12/2007	Allowed
ECOFIL	U.S.	77/388482	02/05/2008	Allowed
ECOFIL	U.S.	77/388488	02/05/2008	Allowed
ECOTECH	U.S.	77/527489	07/21/2008	Rejected
FEEL FRESH ALL DAY	U.S.	77/309978	10/22/2007	Published
FREEF!T	U.S.	77/160677	04/19/2007	Allowed
FREEF!T	U.S.	77/160696	04/19/2007	Allowed
FRESHFLEX	U.S.	77/129797	03/13/2007	Allowed
FRESHFLEX	U.S.	77/129827	03/13/2007	Allowed
FRESHFLEX	U.S.	77/129874	03/13/2007	Allowed
FRESHFLEX and Design	U.S.	77/129809	03/13/2007	Allowed
FRESHFLEX and Design	U.S.	77/129849	03/13/2007	Allowed
FRESHFLEX and Design	U.S.	77/129889	03/13/2007	Allowed
LIFE MOVES	U.S.	77/192958	05/30/2007	Allowed
LIFE MOVES	U.S.	77/192974	05/30/2007	Allowed
LIFE MOVES	U.S.	77/193001	05/30/2007	Allowed
LOTUSFX	U.S.	77/580807	09/29/2008	Published
LOTUSFX FIBER SHIELD and Design	U.S.	77/571956	06/19/2008	Rejected
LYCRA	U.S.	78/927411	07/12/2006	Allowed
MICROLUX	U.S.	77/244307	08/01/2007	Allowed
MICROLUX	U.S.	77/324672	11/08/2007	Allowed
PURESTUFF	U.S.	77/083898	01/16/2007	Allowed
PURESTUFF	U.S.	77/083905	01/16/2007	Allowed
SENZAA	U.S.	77/376340	01/21/2008	Allowed
SERENE	U.S.	77/604891	10/31/2008	Pending
SILKY SOFT	U.S.	77/058864	12/07/2006	Allowed

Trademark	Country	Appln. No.	Appln. Date	Status
SOLARMAX	U.S.	78/624544	05/06/2005	Published
SOLARMAX	U.S.	78/536094	12/21/2004	Published
SOLARMAX	U.S.	77/519764	07/11/2008	Allowed
SOLARMAX and Design	U.S.	77/519763	07/11/2008	Allowed
SOME CLOTHES LOVE YOU BACK	U.S.	77/368592	01/10/2008	Allowed
SOME CLOTHES LOVE YOU BACK	U.S.	77/309971	10/22/2007	Allowed
SOME CLOTHES LOVE YOU BACK	U.S.	77/309992	10/22/2007	Published
spaFX	U.S.	77/269220	08/31/2007	Allowed
spaFX	U.S.	77/269130	08/31/2007	Allowed
SPILLBLOCK	U.S.	77/045246	11/16/2006	Allowed
STAINMASTER	U.S.	78/555091	01/27/2005	Allowed
STAINMASTER	U.S.	77/585072	10/02/2008	Pending
STAINMASTER	U.S.	77/327313	11/12/2007	Allowed
STAINMASTER ENGINEERED WOOD FLOORS and Design	U.S.	77/059174	12/07/2006	Allowed
STAINMASTER HOME & OFFICE	U.S.	77/461773	04/30/2008	Published
STAINMASTER LAMINATE FLOORS and Design	U.S.	77/059156	12/07/2006	Allowed
STAINMASTER NATURAL STONE FLOORS and Design	U.S.	77/059269	12/07/2006	Allowed
STAINMASTER NATURAL STONE TILES and Design	U.S.	77/211681	06/21/2007	Allowed
STAINMASTER NATURAL WOOD FLOORS and Design	U.S.	77/059189	12/07/2006	Allowed
SUPPLEX and Design	U.S.	77/614110	11/13/2008	Pending
T400	U.S.	78/515274	11/11/2004	Allowed
TACTEL	U.S.	77/609207	11/06/2008	Pending
TACTEL	U.S.	78/688841	08/09/2005	Allowed
THE STAINMASTER FLOORING CENTER	U.S.	77/492991	06/06/2008	Published
THE STAINMASTER FLOORING CENTER and Design	U.S.	77/492986	06/06/2008	Published
THERMOLITE	U.S.	78/890188	05/23/2006	Allowed
THERMOLITE and Design	U.S.	77/610569	11/09/2008	Pending
XOLVONE	U.S.	77/165466	04/26/2007	Allowed

U.S. COPYRIGHT, PATENT AND TRADEMARK

SECURITY AGREEMENT

COPYRIGHT, PATENT and TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2009 (together with all amendments, if any, from time to time hereto, this "Copyright, Patent and Trademark Security Agreement"), between the Grantor identified as such on the signature pages hereof (the "IP Grantor"), and Deutsche Bank AG New York Branch, in its capacity as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain ABL Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as February 6, 2009 among INVISTA B.V. ("Holdings"), INVISTA S.à r.l., INVISTA (Canada) Company, the lenders party thereto from time to time (the "Lenders") and Deutsche Bank AG New York Branch, as Administrative Agent, the Lenders have agreed to make Loans and issue Letters of Credit to or for the benefit of, the Borrowers;

WHEREAS, in order to induce the Administrative Agent and Lenders to enter into the Credit Agreement and the other Credit Documents and to induce the Lenders to make the Loans and issue (or participate in) Letters of Credit as provided for in the Credit Agreement, the IP Grantor has agreed to grant a continuing security interest in the IP Collateral to secure the Obligations, pursuant to the Guarantee and Collateral Agreement, dated as of February 6, 2009 among INVISTA B.V., INVISTA S.à r.l., INVISTA (Canada) Company, the other Subsidiaries of Holdings from time to time party thereto and the Collateral Agent (such agreement, as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, the IP Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Copyright, Patent and 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, the IP Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Credit Agreement or the Collateral Agreement.

2. Grant Of Security Interest In Copyright, Patent and Trademark Collateral. The IP Grantor hereby grants to the Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of the IP Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright, Patent and Trademark Collateral"):

(a) all Copyrights set forth on Schedule I hereto;

(b) all Patents set forth on Schedule II hereto;

(c) all Trademarks set forth on Schedule III hereto;

(d) all renewals of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Copyright, Patent and Trademark; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the IP Grantor against third parties for past, present or future (i) infringement or dilution of any Copyright, Patent or Trademark or (ii) injury to the goodwill associated with any Copyright, Patent or Trademark.

3. Security Agreement. The security interests granted pursuant to this Copyright, Patent and Trademark Security Agreement are (x) granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement and (y) made to secure the satisfactory performance and payment of all the Obligations, as such term is defined in the Collateral Agreement, of the IP Grantor. The IP Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Copyright, Patent and Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is any conflict between this Copyright, Patent and Trademark Security Agreement and the provisions of the Collateral Agreement, the provisions of the Collateral Agreement shall prevail.

4. Counterparts. This Copyright, Patent and Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

5. Applicable Law. THIS COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

[signature page follows]

IN WITNESS WHEREOF, IP Grantor has caused this Copyright, Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INVISTA NORTH AMERICA S.À R.L.

By: _____

Name:

Title: Nancy Kowalski
Authorized Signatory

NC 339

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent,

By: _____
Name: Erin Morrissey
Title: Vice President

By: _____
Name:
Title: Carin Keegan
Director