

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Performance Fibers, Inc.		10/05/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Performance Fibers Holdings Finance, Inc.		
<b>Street Address:</b>	707 EAST MAIN STREET, STE 1800		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23219		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	72252510	A.C.E.	
Serial Number:	78099494	BELTEC	
Serial Number:	75628318	PENTEC	
Serial Number:	78164746	SEAGARD	
Serial Number:	73757637	SEAGARD	
Serial Number:	76265271	SECURUS	
Serial Number:	75315788	SUBSTRAIGHT	
Serial Number:	75545098	WICKGARD	
Serial Number:	78534965	PERFORMANCE FIBERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-739-5652		
<b>Email:</b>	chowell@morganlewis.com		

**CH \$240.00 72252510**

Correspondent Name: Catherine R. Howell, Senior Paralegal  
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	063264-0029
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/21/2009

Total Attachments: 10  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of October, 2007, among the Grantor listed on the signature page hereof ("Grantor"), and PERFORMANCE FIBERS HOLDINGS FINANCE, INC., in its capacity as administrative agent for the Lender Group (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of October 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Performance Fibers, Inc., a Delaware corporation ("Performance Fibers"), DSE Holding Corp., a Delaware corporation ("DSE"), Performance Fibers Scottsboro, Inc., a Delaware corporation ("PF Scottsboro"), Performance Fibers Winfield, Inc., a Delaware corporation ("PF Winfield" and, collectively with Performance Fibers, DSE, and PF Scottsboro, each a "Borrower" and collectively the "Borrowers"), Performance Fibers Holdings, Inc., a Delaware corporation ("PF Holdings"), the lenders party thereto as "Lenders" ("Lenders"), and Performance Fibers Holdings Finance, Inc., as a lender and as administrative agent for the Lenders, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to Administrative Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lender Group, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property)(collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, the Administrative Agent shall, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

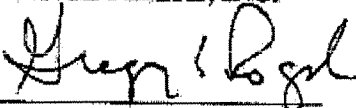
7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this

Agreement and the other Loan Documents and the exercise of any right or remedy by the Administrative Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Loan Document, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Agreement and the other Loan Documents to a "second priority lien" or words of similar effect in describing the security interests created hereunder shall be understood to refer to such priority subject to the claims of the Senior Secured Parties (as defined in the Intercreditor Agreement). All representations, warranties and covenants in this Agreement and the other Loan Documents shall be subject to the provisions and qualifications set forth in this Section 7.

[SIGNATURE PAGE FOLLOWS]

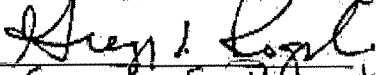
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PERFORMANCE FIBERS, INC.**

By:   
Name: Gregory S. Rogowski  
Title: President & CEO

**ACCEPTED AND ACKNOWLEDGED BY:**

**PERFORMANCE FIBERS HOLDINGS  
FINANCE, INC., as Administrative Agent**

By:   
Name: Gregory S. Rogowski  
Title: CEO

Second Lien Trademark Security Agreement

SCHEDULE I  
to  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

See attached.

PERFORMANCE FIBERS, INC. -- UNITED STATES AND INTERNATIONAL TRADEMARKS AND TRADEMARK APPLICATIONS

(MIB) File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date
063264.0005.0011	Australia	DSP	Registered	707310	26-Apr-1996	707310	02-May-1997	26-Apr-2016 (Renewal)
063264.0005.0012	Benelux	DSP	Registered	0755617	22-Nov-1990	0490984	01-Sep-1991	22-Nov-2010 (Renewal)
063264.0005.0013	China	DSP	Registered	1330050	03-Apr-1996	1330050	07-Nov-1999	06-Nov-2009 (Renewal)
063264.0005.0015	European Community	PENTEC (Stylized)	Registered	001131234	23-Mar-1999	001131234	11-May-2000	23-Mar-2009 (Renewal)
063264.0005.0014	European Community	SEAGARD	Registered	004001731	26-Aug-2004	004001731	07-Dec-2005	26-Aug-2014 (Renewal)
063264.0005.0016	France	DSP	Registered	250138	19-Nov-1990	1687409	17-Jan-1992	18-Nov-2010 (Renewal)
063264.0005.0017	Germany	DSP	Registered	30085203.7	20-Nov-2000	30085203	01-Feb-2001	30-Nov-2010 (Renewal)

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MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date
063264.0005.0018	Italy	DSP	Registered	TO/2000/3918	06-Dec-1990	911505	03-Oct-2003	12-Dec-2010 (Renewal)
063264.0005.0019	Japan	DSP	Registered	H08-048786	07-May-1996	4150688	29-May-1998	29-May-2008 (Renewal)
063264.0005.0027	Korea, Republic of	DSP	Registered	40-1996-0017954	03-May-1996	4003822480000	14-Nov-1997	14-Nov-2007 (Renewal)
063264.0005.0020	Malaysia	DSP	Registered	96008593	27-Jul-1996	96008593	27-Jul-2003	27-Jul-2013 (Renewal)
063264.0005.0021	Malaysia	SEAGARD	Registered	04013996	17-Sep-2004	04013996	17-Sep-2004	17-Sep-2014 (Renewal)
063264.0005.0022	Malaysia	SEAGARD	Pending	04013997	17-Sep-2004			
063264.0005.0023	New Zealand	DSP	Registered	261748	03-May-1996	261748	08-Sep-1998	03-May-2017 (Renewal)
063264.0005.0024	Philippines	DSP	Registered	41996109794D	16-Jul-1996	41996109794D	18-Jan-2004	18-Jan-2014 (Renewal)

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date
063264.0005.0025	Singapore	SEAGARD	Registered	T0414622E	31-Aug-2004	T0414622E	02-Jun-2005	31-Aug-2014 (Renewal)
063264.0005.0026	Singapore	SEAGARD	Registered	T0414623C	31-Aug-2004	T0414623C	16-Jun-2005	31-Aug-2014 (Renewal)
063264.0005.0028	Spain	DSP	Registered	1603974 M2	04-Dec-1990	1603974 M2	05-Dec-1991	03-Dec-2010 (Renewal)
063264.0005.0029	Sweden	DSP	Registered	2002/05050	08-Aug-2002	363923	14-Nov-2003	14-Nov-2013 (Renewal)
063264.0005.0030	Taiwan	DSP	Registered	85021012	06-May-1996	740830	16-Dec-1996	15-Dec-2016 (Renewal)
063264.0005.0031	Thailand	SEAGARD	Registered	565567	15-Sep-2004	TM220720	01-Jun-2005	14-Sep-2014 (Renewal)
063264.0005.0032	Thailand	SEAGARD	Registered	565568	15-Sep-2004	TM223204	26-Jul-2005	14-Sep-2014 (Renewal)
063264.0005.0033	Turkey	DSP	Registered	21013	18-Mar-1991	126456	18-Mar-2001	18-Mar-2011 (Renewal)

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date
063264.0005.0003	United States of America	A.C.E.	Registered	72252510	17-Aug-1966	838143	07-Nov-1967	07-Nov-2007 (Renewal)
063264.0005.0004	United States of America	BELTEC	Registered	78099494	20-Dec-2001	2882864	07-Sep-2004	07-Sep-2009 (Affidavit of Use)
063264.0005.0006	United States of America	PENTEC	Registered	75628318	26-Jan-1999	2618502	10-Sep-2002	10-Sep-2007 (Affidavit of Use)
063264.0005.0001	United States of America	SEAGARD	Registered	78164746	17-Sep-2002	2919780	18-Jan-2005	18-Jan-2010 (Affidavit of Use)
063264.0005.0007	United States of America	SEAGARD	Registered	73757637	14-Oct-1988	1556416	19-Sep-1989	19-Sep-2009 (Renewal)
063264.0005.0002	United States of America	SECURUS	Registered	76265271	01-Jun-2001	2918318	18-Jan-2005	18-Jan-2010 (Affidavit of Use)
063264.0005.0008	United States of America	SUBSTRAIGHT	Registered	75315788	27-Jun-1997	2183874	25-Aug-1998	25-Aug-2008 (Renewal)
063264.0005.0010	United States of America	WICKGARD	Registered	75545098	31-Aug-1998	2568801	14-May-2002	14-May-2007 (Affidavit of Use)

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. - ALL 025751 (JAH)
PERFORMANCE FIBERS & Design	Australia	22	1035257 12/20/2004	1035257 08/01/2005	Registered Next Due Date: Next Renewal Due 12/20/2014	-000200AU
PERFORMANCE FIBERS & Design	Brazil	22	827024258 12/21/2004		Pending (Published) Publication Date: 12/13/2005	-000200BR
PERFORMANCE FIBERS & Design	Canada		1241523 12/21/2004	TMA682299 02/23/2007	Registered Next Due Date: Next Renewal Due 02/23/2022	-000200CA
PERFORMANCE FIBERS & Design	China	17	4502769 02/06/2005		Pending	-000200CN
PERFORMANCE FIBERS & Design	China	22	4502770 02/06/2005		Pending	-000201CN
PERFORMANCE FIBERS & Design	European Union	22	004208757 12/20/2004	004208757 05/08/07	Registered Next Due Date: Next Renewal Due 12/20/2014	-000200EU
PERFORMANCE FIBERS & Design	India	22	1326998 12/20/2004		Pending	-000200IN
PERFORMANCE FIBERS & Design	Indonesia	22	D00 2005.01600.01610 01/19/2005		Pending	-000200ID
PERFORMANCE FIBERS & Design	Korea (South)	22	2004-57357 12/20/2004	649326 02/01/2006	Registered Next Due Date: Next Renewal Due 02/01/2016	-000200KR
PERFORMANCE FIBERS & Design	Malaysia	17	05/002118 02/15/2005		Pending	-000200MY
PERFORMANCE FIBERS & Design	Malaysia	22	2005/02117 02/15/2005	05002117 04/10/2007	Registered Next Due Date: Next Renewal Due 02/15/2015	-000201MY
PERFORMANCE FIBERS & Design	US	6, 12, 17, 19, 20, 22	78/534965 12/17/2004		Pending (Allowed) Next Due Date: SOU/EOT 6 Month 11/22/2007	-000200US