# TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Polymer Group, Inc.		09/01/2009	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Fabpro Oriented Polymers, L.L.C.
Street Address:	701 East Avenue A
City:	Kingman
State/Country:	KANSAS
Postal Code:	67068
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3269739	BALE-LOK PLUS
Registration Number:	2765168	FIBERSOURCE
Registration Number:	2449191	GENESIS
Registration Number:	2779070	MAXWRAP
Registration Number:	2449190	SPECTER

#### **CORRESPONDENCE DATA**

Fax Number: (415)591-1400

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

Phone: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Becky L. Troutman, c/o Winston & Strawn

Address Line 1: 101 California Street

Address Line 2: Suite 3900

Address Line 4: San Francisco, CALIFORNIA 94111-5894

ATTORNEY DOCKET NUMBER: 006917.00032

TRADEMARK

REEL: 004055 FRAME: 0904

40.00 326973

900142322

NAME OF SUBMITTER:  Becky L. Troutman		
Signature:	/Becky L. Troutman/	
Date:	09/01/2009	
Total Attachments: 7 source=POLYMER-FABPRO-Assignment# source=POLYMER-FABPRO-Assignment# source=POLYMER-FABPRO-Assignment# source=POLYMER-FABPRO-Assignment# source=POLYMER-FABPRO-Assignment# source=POLYMER-FABPRO-Assignment# source=POLYMER-FABPRO-Assignment# source=POLYMER-FABPRO-Assignment#	page2.tif page3.tif page4.tif page5.tif page5.tif	

#### PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of September <u>I</u>, 2009 (the "<u>Effective Date</u>"), is made by and between POLYMER GROUP, INC., a Delaware corporation ("<u>Assignor</u>"), and FABPRO ORIENTED POLYMERS, L.L.C., a Delaware limited liability company ("<u>Assignee</u>").

#### WITNESSETH:

WHEREAS, Assignor is the owner of (a) the patent(s) and/or patent application(s) identified in <u>Schedule 1</u> attached hereto and incorporated herein by reference; (b) the trademarks and the registrations and applications for registration thereof identified in <u>Schedule 1</u>, and the goodwill of the business associated therewith and symbolized thereby; and (c) the domain names identified on <u>Schedule 1</u> hereto (items (a) through (c) are referred to herein collectively as the "Intellectual Property");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of this Assignment, Assignor and Assignee agree as follows:

### 1. Assignment.

As of the Effective Date, Assignor hereby irrevocably conveys, grants, assigns, transfers, and delivers to Assignee, its successors, assigns and legal representatives, all of Assignor's worldwide right, title and interest in and to the Intellectual Property and the goodwill of the business associated therewith and symbolized thereby, together with all rights appurtenant thereto, including any related or corresponding United States provisional or nonprovisional application embodying the inventions or any other United States application claiming priority to a provisional application under 35 U.S.C. §119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations and continuations-in-part thereof, and all patents of the United States that may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection based on the Intellectual Property, including, without limitation, all applications for patents, utility models, and designs that may hereafter be filed in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection based on the Intellectual Property, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Intellectual Property in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by Assignee, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto.

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- (b) Assignor agrees that Assignee will hold all right, title and interest to the Intellectual Property, which are for Assignee's own use and the use of its successors, assigns and legal representatives, as fully and exclusively as the Intellectual Property would have been held and enjoyed by Assignor had the assignment hereunder not been made.
- (c) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, in accordance with the terms of this instrument.
- 2. <u>Miscellaneous</u>. Each of the parties agrees that this Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The United Nations Convention on the International Sale of Goods does not apply to this Assignment.

[Signatures follow]

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IN WITNESS WHEREOF, the undersigned have executed this Assignment by their respective proper officers thereunto duly authorized, as of the date set forth in the preamble to this Assignment.

**ASSIGNOR:** 

POLYMER GROUP, INC., a Delaware corporation

By: Ve Name: Dennis E. Norman

VP, Strategy and Corporate Development

ASSIGNEE:

FABPRO ORIENTED POLYMERS, L.L.C., a Delaware limited liability company

By: Ja-5. Va
Name: Dennis E. Norman

Its: **Assistant Secretary** 

STATE OF North Carolina
COUNTY OF Mecklenburg
I Jennifer Mayhorn, a Notary Public of Mecklenburg County, State of North Carolina certify that Dennis E. Norman, (the "Signatory"), personally came before me this day and acknowledged that he/she is "Stakey & Cap. Dev. of Polymer Group, Inc., a Delaware corporation, and that he/she, in such capacity and being authorized to do so, executed the foregoing on behalf of the corporation.
I certify that the Signatory personally appeared before me this day, and
(Check one of the following and mark through all blank lines or space in this certificate)
I have personal knowledge of the identity of the Signatory; or  I have seen satisfactory evidence of the Signatory's identity, by a current state of federal identification with the Signatory's photograph in the form of:
(check one of the following)
a driver's license; or in the form of; or a credible witness has sworn to the identity of the Signatory.
The Signatory acknowledged to me that he/she voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated.
Witness my hand and official stamp or seal this 28th day of August 2009
Sennifer Mayhon
Print Name: Jenniter May norn
[Note: Notary Public must sign exactly as on notary seal]
My Commission Expires: August 23, 2010
™ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)
OFFICIAL SEAL Notary Public, North Carolina County of Mecklenburg JENNIFER MAYHORN My Commission Expires Aug. 23, 2010

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## Schedule 1 to the Patent and Trademark Assignment

## Patents and/or Patent Applications

See Annex 1-A attached hereto.

# Trademarks and Registrations and Applications for Registration

See Annex 1-B attached hereto.

### **Domain Names:**

Domain Name	Website	<u>Host</u>
fabpro-inc.com	none	n/a
fibersource.org	none	n/a

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Annex 1-B to Schedule 1 of Patent and Trademark Assignment

		Trademark by Division	ivision	
Trademark	Country Name	Status Class(es)	Application Number / Date	Registration Number / Date
				TMA 304381
BALE-LOK	Canada GOODS: Netting for hay.	Registered	680,634 25-Apr-1991	14-Feb-1992
BALE-LOK	Canada GOODS: Twine	Registered	648,949 17-Jan-1990	TMA385534 07-Jun-1991
BALE-LOK	New Zealand Goods :Twine	Registered 22 Int.	199856 16-Feb-1990	199856 27-Jun-1995
BALE-LOK	United Kingdom	Registered 22 Int.	19-Feb-1993	1,527,305 19-Feb-1993
BALE-LOK PLUS	Canada GOODS; Netting for use to wrap blade crops	Registered	0826912 25-Oct-1996	TMA 533552 26-Sep-2000
BALE-LOK PLUS	Mexico GOODS: Ropes, strings, nets, tents, awnings, tarpaulins, saisl, sacks and bags (not included in other classes); padding and stuffing material (except of rubber or plastics); raw fibrous textile materials; twine	Registered 22 Int.	794049 13-Jul-2006	969633 25-Jan-2007
BALE-LOK PLUS	United States of America GOODS: 22 Int. Netting for use to wrap blade crops	Registered 22 Int.	78/681,749 29-Jul-2005	3,269,739 24-Jul-2007
FIBERSOURCE	United States of America GOODS: 01 Int. Concrete additives, namely, concrete reinforcing fibers	Registered 01 Int.	76/323,227 09-0ct-2001	2,765,168 16-Sep-2003

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2,449,191	2,779,070	212218	2,449,190
08-May-2001	04-Nov-2003	20-Jun-1994	08-May-2001
76/044,436	76/378,247	212218	76/044,435
10-May-2000	04-Mar-2002	14-Aug-1991	10-May-2000
Registered	Registered	Registered	Registered
22 int.	22 Int.		22 Int.
United States of America GOODS: 22 Int. Thermo-plastic polymer fibers for use in reinforcing concrete.	United States of America GOODS: 22 Int. Netting for use to wrap blade crops	New Zealand GOODS: Twine and twine products in this class, ropes, strings, nets.	United States of America GOODS: 22 Int. Thermo-plastic polymer fibers for use in reinforcing concrete
GENESIS	MAXWRAP	POLY-BALE	SPECTER

RECORDED: 09/01/2009

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