

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
Superior Fibers, Inc.		11/30/2009	CORPORATION: OHIO
Superior Fibers, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Superior Shawnee Composites, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Superior Vanceburg Composites, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Superior Reedsville Filtration, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Superior Bremen Composites, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Superior Bremen Filtration, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Superior Media, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Superior Bremen Composites II, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Superior Obetz Packaging, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Huntington National Bank		
Street Address:	2361 Morse Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43229		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	0989418	NICOFIBERS	

CH \$390.00 0989418

900149030

TRADEMARK
 REEL: 004107 FRAME: 0246

Registration Number:	0989419	CONSUMAT
Registration Number:	0995110	SURMAT
Registration Number:	1010469	LAYER-PAK
Registration Number:	1077164	CONFORMAT
Registration Number:	2214532	PREBOND
Registration Number:	2928089	FUTURA MEDIA
Registration Number:	3134260	NICOTHERM
Registration Number:	3230500	GEL-STOP
Registration Number:	3412740	NICOSTRANDMAT
Registration Number:	2428797	TOTALTAC
Registration Number:	2610332	SMART MEDIA
Registration Number:	2724501	SMART MEDIA
Serial Number:	77201616	POLYSTRAND
Serial Number:	77201624	SMARTPOCKETS

CORRESPONDENCE DATA

Fax Number: (614)227-2100

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

Phone: 614-227-2000

Email: ipdocket@porterwright.com

Correspondent Name: Karen K. Hammond

Address Line 1: 41 South High Street

Address Line 2: 29th Floor

Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	0266900-177963
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	12/03/2009

Total Attachments: 17

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**") is made as of the **30th** day of November, 2009, by and among Superior Fibers, Inc., an Ohio corporation, Superior Fibers, LLC, a Delaware limited liability company, Superior Shawnee Composites, LLC, a Delaware limited liability company, Superior Vanceburg Composites, LLC, a Delaware limited liability company, Superior Reedsville Filtration, LLC, a Delaware limited liability company, Superior Bremen Composites, LLC, a Delaware limited liability company, Superior Bremen Filtration, LLC, a Delaware limited liability company, Superior Media, LLC, a Delaware limited liability company (all of the foregoing hereinafter collectively referred to as "**Borrower**"), Superior Bremen Composites II, LLC, a Delaware limited liability company, Superior Obetz Packaging, LLC, a Delaware limited liability company (such two entities hereinafter collectively referred to as "**Guarantor**"), and together with Borrower, hereinafter collectively "**Assignor**"), and The Huntington National Bank, a national banking association ("**Lender**").

PRELIMINARY STATEMENT. Borrower is a party to and borrower under a certain Credit Agreement dated as of August 31, 2006 (as the same has heretofore been and may hereafter be amended, restated, modified or supplemented from time to time, collectively the "**Credit Agreement**"), Guarantor has unconditionally guaranteed all of Borrower's obligations to Lender pursuant to continuing guaranties unlimited (collectively the "**Guaranty**"), and Assignor is a party to various other loan documents executed in connection with the Credit Agreement and the Guaranty, including without limitation promissory notes, consents, assignments, security agreements, collateral assignments, mortgages, subordination agreements, and instruments (all of the foregoing, together with the Credit Agreement and the Guaranty, are hereinafter sometimes collectively referred to as the "**Loan Documents**"), by and among Lender and certain other borrowers party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings ascribed to such terms in the Credit Agreement. In order to induce Lender to make loans and other financial accommodations to Assignor from time to time and to forbear from exercising its remedies available under the Loan Documents and applicable law, Assignor has agreed to grant a security interest in and collaterally assign to Lender certain trademark rights. This Agreement is executed pursuant and subject to the terms of the Credit Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. **Assignment of Trademarks.** (a) To secure the complete and timely satisfaction of all Obligations, as that term is defined in the Credit Agreement, of Assignor to Lender, Assignor hereby grants, assigns and conveys to Lender a continuing security interest in all of Assignor's right, title and interest in and to any and all now owned or existing or hereafter acquired, created or arising trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations, and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including without limitation all of those used by the Assignor in whole or in part in conducting its business and including

COLUMEUS/1516485 v.01

without limitation the marks, names, applications and registrations which are described in Schedule 1 or Schedule 2 attached hereto, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of infringement suits), the right (but not the obligation) to register claims under any law and to apply for, renew and extend the same, the right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world (all of the foregoing property is referred to collectively as the "**Trademarks**"), and the good will of the business to which each of the Trademarks relates.

(b) In addition to the grant of a security interest provided in paragraph l(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademarks, which assignment and conveyance shall be evidenced by an Assignment of Marks, Registrations and Applications to be executed contemporaneously herewith, as the same may be amended and modified from time to time pursuant to paragraph 4 hereof or otherwise (the "**Assignment**"), the form of which is attached hereto as Exhibit 1; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon notice to Assignor by Lender of the occurrence of an Event of Default, and Lender shall be authorized to record the Assignment with the Patent and Trademark Office only upon the furnishing of such notice; provided, further, that no such notice need be given, and such assignment and conveyance shall immediately and automatically become of force and effect without further action, if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the Assignor. Except as provided in the immediately preceding sentence, unless and until Lender provides Assignor with notice of an Event of Default under the Credit Agreement, Assignor shall own the title to the Trademarks and shall have the exclusive, non-transferable right to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other.

It is Assignor's express intention that this Agreement and the continuing security interests granted hereby, in addition to covering all present Obligations of Assignor to the Lender, shall extend to all future Obligations of Assignor to the Lender, whether or not such Obligations are reduced or entirely extinguished and thereafter increased or reincurred, whether or not such Obligations are related to the indebtedness identified above by class, type or kind and whether or not such Obligations are specifically contemplated by Assignor and Lender as of the date hereof. The absence of any reference to this Agreement and any documents, instruments or agreement evidencing or relating to any Obligations secured hereby shall not limit or be construed to limit the scope or applicability of this Agreement.

2. **Representations and Warranties.** Assignor covenants and warrants that:

(a) To the best of Assignor's knowledge, the Trademarks listed on Schedules 1 or 2 are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, except as disclosed in Schedule 2(a) attached hereto, are not subject to or a subject of any pending or threatened litigation;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Except as disclosed in Schedule 2(d) attached hereto, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) In connection with the use of its Trademarks, such Assignor has used, and will continue to use for the duration of this Agreement, notices indicating Assignor's interests in its Trademarks;

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its publication, marketing and distribution of products sold under the Trademarks;

(h) Schedules 1 and 2 attached hereto identify all of the Trademarks that Assignor owns or of which Assignor is entitled to the benefit; and

(i) Assignor agrees not to sell or assign its interest in, or grant any license under the Trademarks, without the prior written consent of Lender.

3. Lender's Right to Inspect. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities that publish or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto upon reasonable notice to Assignor and at reasonable times during regular business hours. Assignor shall do any and all acts required in good faith by Lender to ensure Assignor's compliance with paragraph 2(g).

4. Rights to New Trademarks. If, before the Obligations shall have been satisfied in full and Assignor has no further rights to obtain extensions of credit pursuant to any of the Loan Documents, Assignor shall obtain rights to any new trade names, trademarks, service marks, designs, or trademark, service mark and trade name registrations or applications not already listed on Schedules 1 and 2 attached hereto, the provisions of paragraph 1 shall automatically apply to such new Trademarks and Assignor shall give Lender prompt written notice thereof. Assignor authorizes Lender to modify this Agreement, without the signature of Assignor, by amending Schedules 1 and 2 and the Assignment to include any such trade names, trademarks,

service marks, designs, or trademark, service mark and trade name registrations or applications covered by paragraph 1 or paragraph 4 hereof.

5. Default Remedies. Upon Lender's provision of notice to Assignor of the occurrence of an Event of Default, or immediately upon the institution by or against the Assignor of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, Assignor's ownership and rights in the Trademarks shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.

6. Appointment as Attorney-In-Fact. In the event of the occurrence of an Event of Default under the Credit Agreement, Assignor hereby irrevocably authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary to assign, pledge, convey or otherwise transfer or dispose of all of Assignor's right, title and interest in and to the Trademarks to Lender or any other party, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable for the life of this Agreement. The rights and powers conferred upon Lender under this Agreement are solely to protect its interests in the Trademarks and shall not impose any duty upon Lender to exercise any such rights or powers. Lender shall be accountable only for amounts that Lender actually receives as a result of the exercise of such rights and powers and neither Lender nor any of its officers, directors, employees or agents shall be responsible to Assignor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

7. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations, and Assignor has no right to obtain any further extensions of credit under the Loan Agreement, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

8. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to

the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement or the Obligations.

9. Duties of the Assignor. Assignor agrees that, until all of the Obligations shall have been satisfied in full and Assignor has no right to obtain further extensions of credit pursuant to any of the Loan Documents, it will not enter into any agreement (for example, a license agreement) that is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may in good faith request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

Assignor shall have the duty to prosecute diligently any patent applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in trademark applications and registrations of the Trademarks, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. After an Event of Default, Assignor shall not abandon any pending patent application or patent without the consent of Lender, which consent shall not be unreasonably withheld.

10. Right to Enforce Trademarks. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

11. Cumulative Rights and Remedies; Waiver. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by any of the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Enforceability; Governing Law. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in

any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio without regard to the conflicts of law principles thereof.

13. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

14. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that the foregoing provisions shall not invalidate or otherwise modify the restriction imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademarks.

15. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, Assignor and Lender have executed this instrument as of the date set forth above.

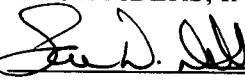
LENDER:

THE HUNTINGTON NATIONAL BANK

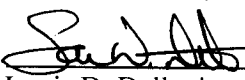
By: _____
Mark A. Lorenz, Vice President

ASSIGNOR:

SUPERIOR FIBERS, INC.

By:  _____
Louis D. Dellapina, Chief Financial Officer

SUPERIOR FIBERS, LLC

By:  _____
Louis D. Dellapina, Chief Financial Officer

any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio without regard to the conflicts of law principles thereof.

13. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

14. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that the foregoing provisions shall not invalidate or otherwise modify the restriction imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademarks.

15. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, Assignor and Lender have executed this instrument as of the date set forth above.

LENDER:

THE HUNTINGTON NATIONAL BANK

By: Mark A. Lorenz
Mark A. Lorenz, Vice President

ASSIGNOR:

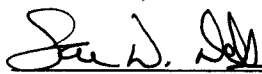
SUPERIOR FIBERS, INC.

By: _____
Louis D. Dellapina, Chief Financial Officer

SUPERIOR FIBERS, LLC

By: _____
Louis D. Dellapina, Chief Financial Officer

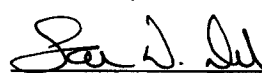
SUPERIOR SHAWNEE
COMPOSITES, LLC

By: 
Louis D. Dellapina, Manager

SUPERIOR VANCEBURG
COMPOSITES, LLC

By: 
Louis D. Dellapina, Manager

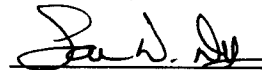
SUPERIOR REEDSVILLE
FILTRATION, LLC

By: 
Louis D. Dellapina, Manager

SUPERIOR BREMEN
COMPOSITES, LLC

By: 
Louis D. Dellapina, Manager

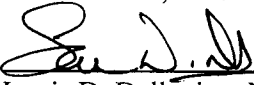
SUPERIOR BREMEN
FILTRATION, LLC

By: 
Louis D. Dellapina, Manager

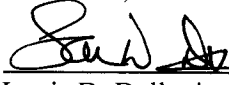
SUPERIOR MEDIA, LLC

By: 
William D. Miller, Manager

SUPERIOR BREMEN
COMPOSITES II, LLC

By: 
Louis D. Dellapina, Manager

SUPERIOR OBETZ
PACKAGING, LLC

By: 
Louis D. Dellapina, Manager

CERTIFICATES OF ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ____ day of November, 2009, by Mark A. Lorenz, Vice President of The Huntington National Bank, a national banking association.

Notary Public

STATE OF OHIO

COUNTY OF Fairfield, SS:

The foregoing instrument was acknowledged before me this 30 day of November, 2009, by Louis D. Dellapina, Chief Financial Officer of each of Superior Fibers, Inc., an Ohio corporation, and Superior Fibers, LLC, a Delaware limited liability company, on behalf of said corporation and said limited liability company.

Crissal L. Felkner
Notary Public



CRISSAL L. FELKNER
Notary Public, State of Ohio
My Commission Expires
05-12-2014

STATE OF OHIO

COUNTY OF Fairfield, SS:

The foregoing instrument was acknowledged before me this 30 day of November, 2009, by Louis D. Dellapina, Manager of each of Superior Shawnee Composites, LLC, Superior Vanceburg Composites, LLC, Superior Reedsville Filtration, LLC, Superior Bremen Composites, LLC, Superior Bremen Filtration, LLC, Superior Bremen Composites II, LLC and Superior Obetz Packaging, LLC, each, a Delaware limited liability company, on behalf of said limited liability companies.

Crissal L. Felkner
Notary Public



CRISSAL L. FELKNER
Notary Public, State of Ohio
My Commission Expires
05-12-2014

STATE OF OHIO

COUNTY OF Fairfield, SS:

The foregoing instrument was acknowledged before me this 30 day of November, 2009, by William D. Miller, Manager of Superior Media, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Crissal L. Felkner
Notary Public



CRISSAL L. FELKNER
Notary Public, State of Ohio
My Commission Expires
05-12-2014

CERTIFICATES OF ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me this 15th day of ~~November~~ December, 2009, by Mark A. Lorenz, Vice President of The Huntington National Bank, a national banking association.

James P. Botti
Notary Public

STATE OF OHIO

COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Louis D. Dellapina, Chief Financial Officer of Superior Shawnee Composites, LLC, an Ohio corporation, and Superior Fibers, LLC, a Delaware limited liability company, on behalf of said corporation and said limited liability company.



Notary Public

STATE OF OHIO

COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this _____ day of November, 2009, by Louis D. Dellapina, Manager of each of Superior Shawnee Composites, LLC, Superior Vanceburg Composites, LLC, Superior Reedsville Filtration, LLC, Superior Bremen Composites, LLC, Superior Bremen Filtration, LLC, Superior Bremen Composites II, LLC and Superior Obetz Packaging, LLC, each, a Delaware limited liability company, on behalf of said limited liability companies.

Notary Public

STATE OF OHIO

COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this _____ day of November, 2009, by William D. Miller, Manager of Superior Media, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

EXHIBIT 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF MARKS, REGISTRATIONS AND APPLICATIONS

WHEREAS, _____, an _____ corporation, having a mailing address at _____ ("**Assignor**"), is the owner of the trademark registrations and the trademark applications identified in Schedule 1 and Schedule 2 as being the property of the Assignor (collectively the "**Marks**"); and

WHEREAS, The Huntington National Bank of 41 South High Street, Columbus, Ohio 43215 ("**Assignee**"), is desirous of acquiring the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, including all claims for damages for past infringement, together with the goodwill of the businesses symbolized by the Marks.

By: _____

Its: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 200____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person who as _____ of _____, the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

SCHEDULE 1

U.S. Trademarks and Trademark Applications

U.S. TRADEMARKS

MARK	REGISTRATION NO.	REGISTRATION DATE
NICOFIBERS	989,418	July 30, 1974
CONSUMAT	989,419	July 30, 1974
SURMAT	995,110	October 8, 1974
LAYER-PAK	1,010,469	May 13, 1975
CONFORMAT	1,077,164	November 8, 1977
PREBOND	2,214,532	December 29, 1998
FUTURA MEDIA	2,928,089	February 22, 2005
NICOTHERM	3,134,260	August 22, 2006
GEL-STOP	3,230,500	April 17, 2007
NICOSTRANDMAT	3,412,740	April 15, 2008
TOTALTAC	2,428,797	February 13, 2001
SMART MEDIA	2,610,332	August 20, 2002
SMART MEDIA	2,724,501	June 10, 2003

U.S. TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	FILING DATE
POLYSTRAND	77/201,616	June 8, 2007
SMART POCKETS	77/201,624	June 8, 2007

SCHEDULE 2

Foreign Trademarks and Trademark Applications

FOREIGN TRADEMARKS

MARK	REGISTRATION NO.	REGISTRATION DATE
FUTURA MEDIA	002901353 (European Community)	November 16, 2004 (European Community)
FUTURA MEDIA	659,982 (Canada)	March 3, 2006 (Canada)

FOREIGN TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	FILING DATE
None		

SCHEDULE 2(a)

[Litigation]

SCHEDULE 2(d)

[Liens and Encumbrances]

COLUMBUS/1516485 v.01