

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
Universal Fibers, Inc.		06/29/2010	CORPORATION: VIRGINIA
Premiere Fibers, Inc.		06/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	100 Crescent Court, Suite 500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	a societe anonyme: FRANCE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2429200	PHOENIX
Registration Number:	2992757	PRISMA
Registration Number:	3068979	REVOLVE
Registration Number:	3199592	SILKWORKS
Registration Number:	2392789	ULTIMATE FIBER
Registration Number:	2401389	UNIVERSAL COLOR
Registration Number:	3592698	EARTHSMART TECHNOLOGY
Registration Number:	3512422	HELIX
Registration Number:	3504472	UNIVERSAL FIBERS
Registration Number:	3807819	ECO INNOVATION FIBER
Registration Number:	3618724	PREMIERE FIBERS
Serial Number:	77586170	HEALTH SURE
Serial Number:	77948126	EARTHSMART

CH \$390.00 2429200

900165860

**TRADEMARK
 REEL: 004234 FRAME: 0097**

Serial Number:	77586134	FLAME-REPEL
Registration Number:	3592816	REFRESH FIBER

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: S. Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/0043
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	06/29/2010

Total Attachments: 6
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GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this “**Grant of Trademark Security Interest**”) is made as of June 29, 2010, by UNIVERSAL FIBERS, INC., a Virginia corporation and PREMIERE FIBERS, INC., a Delaware corporation (each a “**Grantor**”, and collectively “**Grantors**”), in favor of BNP PARIBAS, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”). Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Universal Fiber Systems, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of June 29, 2010 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions from time to time party thereto as lenders (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of June 29, 2010 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which each Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 29, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security

interest in all of such Grantor's right, title and interest in and to the following (including all rights acquired pursuant to a license or otherwise), in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the **"Trademark Registrations"**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (collectively, the **"Trademark Rights"**), and all goodwill of such Grantor's business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary contained in clauses (i) and (ii) above, the security interest created by this Grant of Trademark Security Interest shall not extent to intent-to-use Trademark applications unless and until evidence of the use of such Trademark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION,

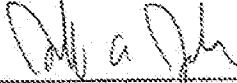
SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Grant of Trademark Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant of Trademark Security Interest by signing and delivering one or more counterparts.

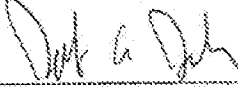
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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27 day of June, 2010.

PREMIERE FIBERS, INC.

By: 
Name: Jeffrey A. Johnson
Title: CFO and Secretary

UNIVERSAL FIBERS, INC.

By: 
Name: Jeffrey A. Johnson
Title: CFO and Secretary

Grant of Trademark Security Interest
to Security Agreement

TRADEMARK
REEL: 004234 FRAME: 0102

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademark Registrations and Pending Applications

1	Regn #: 2429200 Reg. Dt: 02/20/2001 Mark: Phoenix Owner: Universal Fibers Inc.
2	Regn #: 2992757 Reg. Dt: 09/06/2005 Mark: Prisma Owner: Universal Fibers Inc.
3	Regn #: 3068979 Reg. Dt: 03/14/2006 Mark: Revolve Owner: Universal Fibers Inc.
4	Regn #: 3199592 Reg. Dt: 1/16/2007 Mark: Silkworks Owner: Universal Fibers Inc.
5	Regn #: 2392789 Reg. Dt: 10/10/2000 Mark: Ultimate Fiber Owner: Universal Fibers Inc.
6	Regn #: 2401389 Reg. Dt: 11/07/2000 Mark: Universal Color Owner: Universal Fibers Inc.
7	Regn #: 3592698 Reg. Dt: 03/17/2009 Mark: EarthSmart Technology sm Owner: Universal Fibers Inc.
8	Regn #: 3512422 Reg. Dt: 10/07/2008 Mark: Helix Owner: Universal Fibers Inc.
9	Regn #: 3504472 Reg. Dt: 09/23/2008 Mark: Universal Fibers Owner: Universal Fibers Inc.
10	Regn #: 3807819 Reg. Dt: 06/22/2010 Mark: Eco Innovation Fiber Owner: Premiere Fibers, Inc.
11	Regn #: 3618724 Reg. Dt: 05/12/2009 Mark: Premiere Fibers Owner: Premiere Fibers, Inc.
12	Serial #: 77/586170 Filing Dt: 10/6/2008; 06/04/2010 Acc. SOU Mark: Health Sure Owner: Premiere Fibers, Inc.
13	Serial #: 77/948126 Filing Dt: 03/02/2010 Mark: EARTHSMART Owner: Universal Fibers, Inc.
14	Serial #: 77/586134 Filing Dt: 10/06/2008 Mark: FLAME-REPEL Owner: Premiere Fibers, Inc.
15	Regn #: 3592816 Reg. Dt: 03/17/2009 Mark: REFRESH FIBER Owner: Universal Fibers, Inc.

Foreign Trademark Registrations and Pending Applications

Country Name	Mark Name	Status Description	Registration No./ Registration Date
<i>Mark Name</i> CTM	Universal Color	REGISTERED	2009009 12/20/2002
<i>Mark/Name</i> AU	Universal T6,6	REGISTERED	1109450 04/18/2006
<i>Mark/Name</i> CA	Captiva	REGISTERED	148835 01/13/1967
<i>Mark/Name</i> China	Universal Fibers		7056020 Pending
<i>Mark/Name</i> China	EarthSmart Technology		6806642 Publ. Unopposed