

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INVISTA North America S.a.r.l.		08/04/2010	COMPANY: LUXEMBOURG

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, New York Branch, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	77702000	ENVIROLUXE
Serial Number:	77701994	DOWNESSENCE
Serial Number:	77702400	DOWNESSENCE
Serial Number:	77702408	ENVIROLUXE
Serial Number:	77713641	THERMASTAT
Serial Number:	77763689	QUALLOFIL
Serial Number:	77800990	POWERFLEX
Serial Number:	77804146	OXYCLEAR
Serial Number:	77815390	CORDURA
Serial Number:	77824641	FRESHLOFT
Serial Number:	77851419	FLEXISOLV
Serial Number:	77887704	THERMOLOFT
Serial Number:	77888618	ECOSOFT
Serial Number:	85050468	POLARGUARD

OP \$865.00 77702000

Serial Number:	85050456	POLARGUARD
Serial Number:	77943335	STAINMASTER CARPET
Serial Number:	77951317	STAINMASTER
Serial Number:	85029876	TRUBLEND
Serial Number:	85042720	CORDURA
Serial Number:	85042709	CORDURA
Serial Number:	85042593	CORDURA
Serial Number:	85042713	CORDURA
Serial Number:	85042707	CORDURA
Serial Number:	85042717	CORDURA
Serial Number:	85028907	DURALIFE
Serial Number:	85028917	DURALIFE
Serial Number:	77938605	FLEXISOLV
Serial Number:	85002670	LYCRA HYFIT
Serial Number:	85019800	LYCRA HYFIT
Serial Number:	85031266	LYCRA HYFIT
Serial Number:	85050454	POLARGUARD
Serial Number:	85050474	POLARGUARD
Serial Number:	85050467	POLARGUARD
Serial Number:	85050459	POLARGUARD

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1955
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	08/05/2010

Total Attachments: 11

TRADEMARK
REEL: 004255 FRAME: 0401

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**COPYRIGHT, PATENT AND TRADEMARK
SECURITY AGREEMENT**

COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2010 (together with all amendments, if any, from time to time hereto, this "Copyright, Patent and Trademark Security Agreement"), between INVISTA North America S.à r.l., a Luxembourg company with offices at 4123 East 37th Street North, Wichita, Kansas 67220 (the "IP Grantor"), and Deutsche Bank AG, New York Branch, with offices at 60 Wall Street, New York, New York 10005, in its capacity as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated ABL Credit Agreement dated as of August 4, 2010 by and among INVISTA B.V. ("Holdings"), INVISTA S.à r.l., INVISTA (Canada) Company, INVISTA Textiles (U.K.) Limited, the lenders party thereto (the "Lenders"), Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, and General Electric Capital Corporation, as Co-Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Amended Credit Agreement"), 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 Collateral Agent and Lenders to enter into the Amended 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 Amended Credit Agreement, the IP Grantor has agreed to grant a continuing security interest in the Copyright, Patent and Trademark Collateral (as defined in Section 2 herein) to secure the Obligations, pursuant to the Guarantee and Collateral Agreement dated as of February 6, 2009 between Collateral Agent, Holdings, INVISTA S.à r.l., INVISTA (Canada) Company, INVISTA Textiles (U.K.) Limited, and certain subsidiaries of Holdings (as amended by the First Amendment to the Guarantee and Collateral Agreement dated as of August 4, 2010, as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Amended Collateral Agreement"); and

WHEREAS, pursuant to the Amended 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 promises 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 Amended Credit Agreement or the Amended 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 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 Amended Collateral Agreement and (y) made to secure the satisfactory performance and payment of all the Obligations, as such term is defined in the Amended 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 Amended 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 Amended Collateral Agreement, the provisions of the Amended 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.

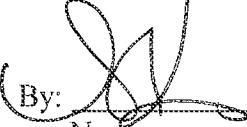
5. Applicable Law. THIS COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

[signature page follows]

Copyright, Patent and Trademark Security Agreement

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.Á R.L.

By:  _____
Name:
Title:



ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent,

By: Marguerite Sutton
Name: Marguerite Sutton
Title: Director

By: Carin Keenan
Name: Carin Keenan
Title: Director

U.S. Copyright, Patent and Trademark Security Agreement

Copyrights

No additional registered copyrights.

Patents

a) Patents – INVISTA North America S.à r.l.

Country/Convention	Issue Date	Patent No.
<u>US</u>	<u>06/08/2010</u>	<u>7731787</u>

b) Patent Applications– INVISTA North America S.à r.l.

<u>Country/Convention</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
<u>US</u>	<u>01/14/2009</u>	<u>12/353584</u>
<u>US</u>	<u>01/14/2009</u>	<u>12/353410</u>
<u>US</u>	<u>01/15/2009</u>	<u>12/354030</u>
<u>US</u>	<u>01/30/2009</u>	<u>12/375704</u>
<u>US</u>	<u>02/18/2009</u>	<u>61/153498</u>
<u>US</u>	<u>02/20/2009</u>	<u>61/154162</u>
<u>US</u>	<u>03/11/2009</u>	<u>61/159311</u>
<u>US</u>	<u>03/13/2009</u>	<u>61/159825</u>
<u>US</u>	<u>03/13/2009</u>	<u>61/160080</u>
<u>US</u>	<u>03/18/2009</u>	<u>12/406571</u>
<u>US</u>	<u>03/23/2009</u>	<u>61/162480</u>
<u>US</u>	<u>03/24/2009</u>	<u>61/162835</u>
<u>US</u>	<u>04/15/2009</u>	<u>12/424082</u>
<u>US</u>	<u>04/15/2009</u>	<u>12/424102</u>
<u>US</u>	<u>04/15/2009</u>	<u>12/424120</u>

<u>US</u>	<u>04/21/2009</u>	<u>61/171290</u>
<u>US</u>	<u>04/21/2009</u>	<u>61/171295</u>
<u>US</u>	<u>04/21/2009</u>	<u>61/171298</u>
<u>US</u>	<u>04/23/2009</u>	<u>61/171939</u>
<u>US</u>	<u>04/24/2009</u>	<u>61/172247</u>
<u>US</u>	<u>05/07/2009</u>	<u>61/176388</u>
<u>US</u>	<u>05/07/2009</u>	<u>61/176405</u>
<u>US</u>	<u>05/07/2009</u>	<u>61/176352</u>
<u>US</u>	<u>05/08/2009</u>	<u>12/463018</u>
<u>US</u>	<u>05/11/2009</u>	<u>61/176999</u>
<u>US</u>	<u>05/19/2009</u>	<u>61/179528</u>
<u>US</u>	<u>05/28/2009</u>	<u>61/181872</u>
<u>US</u>	<u>06/02/2009</u>	<u>61/183131</u>
<u>US</u>	<u>06/03/2009</u>	<u>61/183640</u>
<u>US</u>	<u>06/04/2009</u>	<u>12/517594</u>
<u>US</u>	<u>06/05/2009</u>	<u>61/184429</u>
<u>US</u>	<u>06/05/2009</u>	<u>61/184434</u>
<u>US</u>	<u>06/30/2009</u>	<u>61/221935</u>
<u>US</u>	<u>06/30/2009</u>	<u>61/221974</u>
<u>US</u>	<u>07/09/2009</u>	<u>61/224215</u>
<u>US</u>	<u>07/10/2009</u>	<u>61/224655</u>
<u>US</u>	<u>07/17/2009</u>	<u>61/226372</u>
<u>US</u>	<u>07/20/2009</u>	<u>12/523832</u>
<u>US</u>	<u>07/24/2009</u>	<u>61/228174</u>

U.S. Copyright, Patent and Trademark Security Agreement

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TRADEMARK
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<u>US</u>	<u>08/07/2009</u>	<u>61/232096</u>
<u>US</u>	<u>08/10/2009</u>	<u>61/232631</u>
<u>US</u>	<u>08/24/2009</u>	<u>61/236332</u>
<u>US</u>	<u>09/09/2009</u>	<u>12/530597</u>
<u>US</u>	<u>09/11/2009</u>	<u>61/241591</u>
<u>US</u>	<u>09/14/2009</u>	<u>12/559114</u>
<u>US</u>	<u>09/30/2009</u>	<u>61/247014</u>
<u>US</u>	<u>10/02/2009</u>	<u>61/248173</u>
<u>US</u>	<u>10/07/2009</u>	<u>61/249440</u>
<u>US</u>	<u>10/12/2009</u>	<u>12/577258</u>
<u>US</u>	<u>10/14/2009</u>	<u>61/251336</u>
<u>US</u>	<u>10/21/2009</u>	<u>61/253549</u>
<u>US</u>	<u>10/23/2009</u>	<u>61/254493</u>
<u>US</u>	<u>10/28/2009</u>	<u>61/255700</u>
<u>US</u>	<u>10/29/2009</u>	<u>12/608044</u>
<u>US</u>	<u>10/30/2009</u>	<u>61/256744</u>
<u>US</u>	<u>11/04/2009</u>	<u>61/258066</u>
<u>US</u>	<u>11/04/2009</u>	<u>61/258104</u>
<u>US</u>	<u>11/04/2009</u>	<u>12/612322</u>
<u>US</u>	<u>11/04/2009</u>	<u>12/612361</u>
<u>US</u>	<u>11/10/2009</u>	<u>61/259777</u>
<u>US</u>	<u>11/10/2009</u>	<u>61/259801</u>
<u>US</u>	<u>11/16/2009</u>	<u>61/261594</u>
<u>US</u>	<u>11/17/2009</u>	<u>61/261975</u>

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<u>US</u>	<u>11/17/2009</u>	<u>61/261957</u>
<u>US</u>	<u>11/19/2009</u>	<u>61/262569</u>
<u>US</u>	<u>12/10/2009</u>	<u>61/285425</u>
<u>US</u>	<u>12/15/2009</u>	<u>61/286627</u>
<u>US</u>	<u>12/16/2009</u>	<u>61/286957</u>
<u>US</u>	<u>12/17/2009</u>	<u>61/287576</u>
<u>US</u>	<u>12/18/2009</u>	<u>61/287757</u>
<u>US</u>	<u>12/21/2009</u>	<u>12/665857</u>
<u>US</u>	<u>12/23/2009</u>	<u>61/289808</u>
<u>US</u>	<u>12/23/2009</u>	<u>61/289790</u>
<u>US</u>	<u>12/23/2009</u>	<u>61/289800</u>
<u>US</u>	<u>12/23/2009</u>	<u>61/289818</u>
<u>US</u>	<u>01/14/2010</u>	<u>61/294935</u>
<u>US</u>	<u>01/18/2010</u>	<u>61/295798</u>
<u>US</u>	<u>01/18/2010</u>	<u>61/295804</u>
<u>US</u>	<u>01/26/2010</u>	<u>12/693661</u>
<u>US</u>	<u>01/27/2010</u>	<u>12/694306</u>
<u>US</u>	<u>02/01/2010</u>	<u>12/697911</u>
<u>US</u>	<u>02/01/2010</u>	<u>61/300308</u>
<u>US</u>	<u>02/02/2010</u>	<u>61/300661</u>
<u>US</u>	<u>02/15/2010</u>	<u>61/304567</u>
<u>US</u>	<u>02/16/2010</u>	<u>12/673698</u>
<u>US</u>	<u>03/01/2010</u>	<u>12/675922</u>
<u>US</u>	<u>03/11/2010</u>	<u>12/722264</u>

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<u>US</u>	<u>03/17/2010</u>	<u>12/726006</u>
<u>US</u>	<u>04/15/2010</u>	<u>12/760888</u>
<u>US</u>	<u>04/15/2010</u>	<u>12/760814</u>
<u>US</u>	<u>04/20/2010</u>	<u>61/326072</u>
<u>US</u>	<u>05/18/2010</u>	<u>12/781849</u>
<u>US</u>	<u>05/18/2010</u>	<u>61/345799</u>
<u>US</u>	<u>05/26/2010</u>	<u>61/348530</u>
<u>US</u>	<u>07/07/2010</u>	<u>61/362175</u>
<u>US</u>	<u>07/13/2010</u>	<u>61/363674</u>

U.S. Copyright, Patent and Trademark Security Agreement

Trademarks

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

Trademark	Country	Appln. No.	Appln. Date
ENVIROLUXE	U.S.	77/702.000	03/30/2009
DOWNESSENCE	U.S.	77/701.994	03/30/2009
DOWNESSENCE	U.S.	77/702.400	03/30/2009
ENVIROLUXE	U.S.	77/702.408	03/30/2009
THERMASTAT	U.S.	77/713.641	04/14/2009
QUALLOFIL	U.S.	77/63689	06/19/2009
POWERFLEX	U.S.	77800990	08/10/2009
OXYCLEAR	U.S.	77804146	08/13/2009
CORDURA	U.S.	77815390	08/28/2009
FRESHLOFT	U.S.	77824641	09/11/2009
FLEXISOLV	U.S.	77851419	10/19/2009
THERMOLOFT	U.S.	77887704	12/07/2009
ECOSOFT	U.S.	77888618	12/08/2009
POLARGUARD	U.S.	85/050468	05/28/2010
POLARGUARD	U.S.	85/050456	05/28/2010
STAINMASTER CARPET Logo	U.S.	77943335	02/24/2010
STAINMASTER Logo	U.S.	77951317	03/05/2010
TRUBLEND	U.S.	85029876	05/04/2010
CORDURA	U.S.	85042720	05/19/2010
CORDURA	U.S.	85042709	05/19/2010
CORDURA	U.S.	85042593	05/19/2010
CORDURA	U.S.	85042713	05/19/2010
CORDURA	U.S.	85042707	05/19/2010
CORDURA	U.S.	85042717	05/19/2010
DURALIFE	U.S.	85028907	05/03/2010
DURALIFE	U.S.	85028917	05/03/2010
FLEXISOLV Logo	U.S.	77/938605	02/18/2010
LYCRA HYFIT	U.S.	85/002670	03/31/2010
LYCRA HYFIT	U.S.	85/019800	04/21/2010
LYCRA HYFIT Logo	U.S.	85/031266	05/05/2010
POLARGUARD	U.S.	85/050454	05/28/2010
POLARGUARD	U.S.	85/050474	05/28/2010
POLARGUARD	U.S.	85/050467	05/28/2010
POLARGUARD	U.S.	85/050459	05/28/2010