

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Southern Weaving Company			09/30/2010
		Entity Type	
		CORPORATION: NORTH CAROLINA	
RECEIVING PARTY DATA			
Name:		Orix Finance Corp., as Agent	
Street Address:		1717 Main Street	
Internal Address:		Suite 1100	
City:		Dallas	
State/Country:		TEXAS	
Postal Code:		75201	
Entity Type:		CORPORATION: DELAWARE	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		1585736	SCUFF EDGE
CORRESPONDENCE DATA			
Fax Number:		(919)416-8328	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		9192868041	
Email:		pto_tmconfirmation@mvalaw.com	
Correspondent Name:		Moore & Van Allen PLLC	
Address Line 1:		430 Davis Drive	
Address Line 2:		Suite 500	
Address Line 4:		Morrisville, NORTH CAROLINA 27560	
ATTORNEY DOCKET NUMBER:		025926-009 JES	
NAME OF SUBMITTER:		John E. Slaughter	
Signature:		/John E. Slaughter/	

OP \$40.00 1585736

Date:

10/04/2010

Total Attachments: 11

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (including all exhibits and schedules hereto, as the same may be amended, modified and/or restated from time to time, this "IP Security Agreement") is made and effective as of September 30, 2010, by and among SOUTHERN WEAVING COMPANY, a North Carolina corporation ("Borrower,"), and each of the Subsidiaries of the Borrower party hereto from time to time (together with the Borrower, each a "Grantor" and collectively the "Grantors"), in favor of ORIX FINANCE CORP., a Delaware corporation, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

WHEREAS, the Borrower, ETG Holdings, Inc., Engineered Textile Group, Inc. and the other grantors party thereto (collectively, the "Existing Grantors") are party to that certain Intellectual Property Security Agreement dated as of June 30, 2005 (as amended, modified and/or restated from time to time, the "Existing IP Security Agreement");

WHEREAS, the parties to this IP Security Agreement desire to amend the Existing IP Security Agreement as set forth herein and to restate the Existing IP Security Agreement in its entirety to read as set forth herein;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among the Grantors, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to make Loans to the Borrower;

WHEREAS, the Grantors will derive substantial direct and indirect benefits from the Loans and other financial accommodations provided by the Lenders under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make Loans under the Credit Agreement that the Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the benefit of itself and Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and of the Lenders to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, punctual and faithful payment and the performance of the Obligations, each Grantor hereby grants to the Agent, for the benefit

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of itself and the Lenders, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following property, whether now owned or existing or hereafter arising or acquired (the "IP Collateral"):

- (a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");
- (b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");
- (c) The U.S. and foreign registered copyrights set forth on Schedule C attached hereto (collectively, the "Copyrights");
- (d) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;
- (e) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights;
- (f) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and
- (g) Any and all products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the term IP Collateral shall not include any Excluded Property.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence of any uncured Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the benefit of itself and the Lenders, a power of attorney, to act as such Grantor's attorney in fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

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(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) upon the occurrence of any uncured Event of Default, any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence of an uncured Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its reasonable discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations have been unconditionally and indefeasibly paid and performed in full (other than indemnity obligations under the Credit Agreement that are not then due and payable or for which events or claims that would give rise thereto are not then pending) and the Commitments (except for any Commitments that are continuing on an unsecured basis) have expired or terminated pursuant to the terms of the Credit Agreement.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the expiration or termination of the Commitments (except for any obligations designated thereunder as continuing on an unsecured

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basis) pursuant to the terms of the Credit Agreement. Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents, Trademarks and Copyrights. Each Grantor hereby agrees to provide the Agent, for the benefit of itself and the Lenders, every Fiscal Quarter of the Grantors concurrent with the delivery of such Grantors' Compliance Certificate under Section 4.2(b) of the Credit Agreement, a schedule of newly registered Patents, copyrights and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the benefit of itself and the Lenders, under the Credit Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

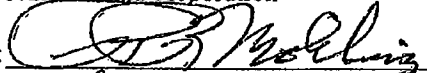
(c) The parties to the Existing IP Security Agreement each hereby agrees that, at such time as this IP Security Agreement shall have become effective, the Existing IP Security Agreement automatically shall be deemed amended, superseded and restated in its entirety by this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

SOUTHERN WEAVING COMPANY,
a North Carolina corporation

By: 
Name: Ronavan Ray Medling
Title: CEO

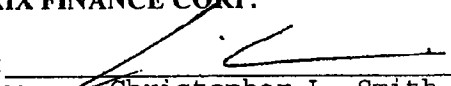
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
SOUTHERN WEAVING COMPANY

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REEL: 004289 FRAME: 0416

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

AGENT:

ORIX FINANCE CORP.

By: 
Name: Christopher L. Smith
Title: Sr. Managing Director

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
SOUTHERN WEAVING COMPANY

TRADEMARK
REEL: 004289 FRAME: 0417

ACKNOWLEDGMENT

STATE OF South Carolina :
 : SS
COUNTY OF Greenville :

Before me, the undersigned, a Notary Public, on this 29th day of September, 2010, personally appeared Ron Mohling, to me known personally, who, being by me duly sworn, did say that he is the CEO of Southern Weaving Company, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Ron Mohling acknowledged said instrument to be his free act and deed.

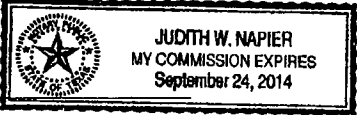
Gwen Benjamin
Notary Public
My Commission Expires: Oct. 30, 2011

ACKNOWLEDGMENT

STATE OF TEXAS :
 COUNTY OF DALLAS : SS. Dallas
 :

Before me, the undersigned, a Notary Public, on this 27th day of September, 2010, personally appeared Christopher L. Smith, to me known personally, who, being by me duly sworn, did say that he is the of ORIX Finance Corp., as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Christopher L. Smith acknowledged said instrument to be his free act and deed.

Judith W. Napier
 Notary Public
 My Commission Expires: 9-24-14



AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
 SOUTHERN WEAVING COMPANY

Schedule A

**Southern Weaving Company
(NC Corporation)**

U.S. Patents

Pending Applications

Description	Appl. No.	Filing Date
STRENGTH LOSS INDICATOR FOR SYNTHETIC YARNS	11983660 20080060179	11/13/07
WOVEN INDUSTRIAL NARROW WEBBING MATERIAL WITH ENHANCED CHEMICAL STABILITY	61315075	03/18/10

Schedule B

Southern Weaving Company
(NC Corporation)

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
SCUFF EDGE	1585736	03/06/90

Schedule C

**Southern Weaving Company
(NC Corporation)**

U.S. Copyright

None.

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