

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
Chicopee, Inc.		01/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3258179	C	
Registration Number:	3189283	C	
Registration Number:	3514345	C PRO-CHLOR	
Registration Number:	3420755	C PRO-CHLOR	
Registration Number:	3607776	C PRO-QUAT	
Registration Number:	3447079	C PRO-QUAT	
Registration Number:	3286167	CHICOPEE	
Registration Number:	3290848	CHICOPEECARES	
Registration Number:	0873879		
Registration Number:	3092394	C-TEX	
Registration Number:	3092395	C-TEX	
Serial Number:	85112269		
Registration Number:	1555808	DURAWIPE	
Registration Number:	3168812	MARINE ISLAND	

900184237

TRADEMARK
REEL: 004479 FRAME: 0656

OP \$590.00 3258179

Registration Number:	3454372	PENTAMAX
Registration Number:	3454383	PENTAMAX
Registration Number:	1214895	PERFEX
Registration Number:	3617693	POLY BREATHE
Registration Number:	3459740	POLY-BREATHE LIGHT
Registration Number:	3455824	POLY-BREATHE LIGHT
Registration Number:	3510171	POLYSAFE
Registration Number:	1823762	SUR-PREP
Registration Number:	1559861	WORXWELL

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 212-701-3283

Email: david.adams@thomsonreuters.com

Correspondent Name: Maureen P Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

David Adams

Signature:

/david adams thomsonreuters/

Date:

02/16/2011

Total Attachments: 8

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Trademark Security Agreement, dated as of January 28, 2011, by and between CHICOPEE, INC., a corporation formed under the laws of Delaware (the “Grantor”), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of the date hereof (in such capacity, the “Grantee”).

W I T N E S S E T H :

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that any United States Trademark, applications filed in the United States Patent and Trademark Office on the basis of any Grantor’s “intent-to-use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.


SECTION 6. Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CHICOPEE, INC.

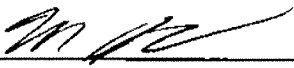
By: 
Name: Dennis E. Norman
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Chicopee, Inc.)]

TRADEMARK
REEL: 004479 FRAME: 0660

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent and Grantee

By: _____

Name:

Title: MICHAEL SMOLOW
Vice President

[Signature Page to Trademark Security Agreement (Chicopee, Inc.)]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

See attached.

Owner: Chicopee, Inc.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
C (Stylized)	0044/2 United States of America	Registered 24 Int.	78/882,295 12-May-2006	3,258,179 03-Jul-2007
	Goods: 24 Int. Blankets for indoor and outdoor use.			
C (Stylized)	0044/1 United States of America	Registered 21 Int.	78/801,261 27-Jan-2006	3,189,283 26-Dec-2006
	Goods: 21 Int. Cleaning cloths, dusting cloths, wiping cloths.			
C PRO-CHLOR	0050/ United States of America	Registered 16 Int.	78/961,765 28-Aug-2006	3,514,345 07-Oct-2008
	Goods: 16 Int. Disposable wipes not impregnated with chemicals or compounds			
C PRO-CHLOR & design (Stylized)	0052/ United States of America	Registered 16 Int.	78/973,608 13-Sep-2006	3,420,755 29-Apr-2008
	Goods: 16 Int. Disposable wipes not impregnated with chemicals or compounds			
C PRO-QUAT	0055/ United States of America	Registered 16 Int.	78/961,670 28-Aug-2006	3,607,776 14-Apr-2009
	Goods: 16 Int. Disposable wipes not impregnated with chemicals or compounds.			
C PRO-QUAT & design (Stylized)	0058/ United States of America	Registered 16 Int.	78/973,638 13-Sep-2006	3,447,079 10-Jun-2008
	Goods: 16 Int. Disposable wipes not impregnated with chemicals or compounds.			
CHICOPEE	0075/2 United States of America	Registered 03 Int., 16 Int., 21 Int.	78/881,727 11-May-2006	3,286,167 28-Aug-2007
	Goods: 03 Int. Disposable wipes impregnated with chemicals or compounds for foodservice use. 16 Int. Disposable wipes not impregnated with chemicals or compounds. 21 Int. Cleaning cloths; wiping cloths.			
CHICOPEECARES	0090/1 United States of America	Registered 24 Int.	78/882,511 12-May-2006	3,290,848 11-Sep-2007
	Goods: 24 Int. Blankets for recreational and outdoor uses, disaster relief blankets, and blankets for military use.			
Cluster Design	0121/ United States of America	Registered 24 Int.	72/305,549 20-Aug-1968	0,873,879 29-Jul-1969
	Goods: 24 Int. Non-woven fabrics.			
C-Tex	0137/ United States of America	Registered 21 Int.	78/497,605 11-Oct-2004	3,092,394 16-May-2006
	Goods: 21 Int. Disposable and limited use nonwoven products for the graphic arts and printing industry; cloths, wipes, and pads for the graphic arts and printing industry			

Owner: Chilcopee, Inc.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
C-Tex (Stylized)	0138/ United States of America	Registered 21 Int.	78/497,633 11-Oct-2004	3,092,395 16-May-2006
Goods:	21 Int. Disposable and limited use nonwoven products for the graphic arts and printing industry, namely, cleaning cloths, cleaning pads, and cloths for wiping and dusting.			
DIAMOND PATTERN DESIGN	0079/ United States of America	Filed 21 Int., 24 Int.	85/112,269 20-Aug-2010	
Goods:	21 Int. Non-woven disposable textile wipes not impregnated with chemicals or compounds 24 Int. Non-woven textile fabrics			
DURAWIPE	0173/ United States of America	Registered 24 Int.	73/696,257 18-Nov-1987	1,555,808 12-Sep-1989
Goods:	24 Int. Non-woven fabric for all purpose towels.			
MARINE ISLAND	0254/2 United States of America	Registered 03 Int.	78/977,017 26-Oct-2005	3,168,812 07-Nov-2006
Goods:	03 Int. Disposable wipes impregnated with chemicals or compounds for use on boats and yachts			
PENTAMAX	0304/001 United States of America	Registered 24 Int.	77/023,510 18-Oct-2006	3,454,372 24-Jun-2008
Goods:	24 Int. Nonwoven composite fabrics made from polyolefins.			
PENTAMAX and Design	0304/002 United States of America	Registered 24 Int.	77/028,318 24-Oct-2006	3,454,383 24-Jun-2008
Goods:	24 Int. Nonwoven composite fabrics made from polyolefins.			
PERFEX	0310/2 United States of America	Registered 24 Int.	73/334,349 26-Oct-1981	1,214,895 02-Nov-1982
Goods:	24 Int. Napkins, hand towels, and tray and table covers made of nonwoven fabric.			
POLYBREATHE and Design	0350/ United States of America	Registered 24 Int.	78/962,039 28-Aug-2006	3,617,693 05-May-2009
Goods:	24 Int. Nonwoven composite fabric made from polyolefins			
POLY-BREATHE LIGHT	0351/ United States of America	Registered 24 Int.	78/961,869 28-Aug-2006	3,459,740 01-Jul-2008
Goods:	24 Int. Nonwoven fabrics made from polyolefins.			
POLY-BREATHE LIGHT and Design	0352/ United States of America	Registered 24 Int.	78/962,044 28-Aug-2006	3,455,824 24-Jun-2008
Goods:	24 Int. Nonwoven fabrics made from polyolefins.			
POLYSAFE and Design	0362/ United States of America	Registered 24 Int.	78/962,031 28-Aug-2006	3,510,171 30-Sep-2008
Goods:	24 Int. Nonwoven fabrics made from polyolefins.			

Owner: Chicopee, Inc.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
SUR-PREP	0408/	Registered	74/353,579	1,823,762
	United States of America	21 Int.	29-Jan-1993	22-Feb-1994
	<i>Goods:</i> 21 Int. Wiping products; namely, cleaning cloths, washing cloths, and non-abrasive glossing cloths			
WORXWELL	0490/	Registered	73/742,745	1,559,861
	United States of America	21 Int.	28-Jul-1988	10-Oct-1989
	<i>Goods:</i> 21 Int. Cleaning cloths.			