

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Trademark Security Agreement														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Cosmo Specialty Fibers, Inc.</td><td></td><td>06/30/2011</td><td>CORPORATION: DELAWARE</td></tr><tr><td>Cosmopolis Holdings, LLC</td><td></td><td>06/30/2011</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></tbody></table>				Name	Formerly	Execution Date	Entity Type	Cosmo Specialty Fibers, Inc.		06/30/2011	CORPORATION: DELAWARE	Cosmopolis Holdings, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
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Cosmo Specialty Fibers, Inc.		06/30/2011	CORPORATION: DELAWARE												
Cosmopolis Holdings, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE												
RECEIVING PARTY DATA															
<table border="1"><tr><td>Name:</td><td>Wells Fargo Capital Finance, LLC, as Agent</td></tr><tr><td>Street Address:</td><td>2450 Colorado Avenue, Suite 3000W</td></tr><tr><td>City:</td><td>Santa Monica</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>90404</td></tr><tr><td>Entity Type:</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></table>				Name:	Wells Fargo Capital Finance, LLC, as Agent	Street Address:	2450 Colorado Avenue, Suite 3000W	City:	Santa Monica	State/Country:	CALIFORNIA	Postal Code:	90404	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Wells Fargo Capital Finance, LLC, as Agent														
Street Address:	2450 Colorado Avenue, Suite 3000W														
City:	Santa Monica														
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Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE														
PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>85206369</td><td>COSMO SPECIALTY FIBERS</td></tr></tbody></table>				Property Type	Number	Word Mark	Serial Number:	85206369	COSMO SPECIALTY FIBERS						
Property Type	Number	Word Mark													
Serial Number:	85206369	COSMO SPECIALTY FIBERS													
CORRESPONDENCE DATA															
Fax Number: (949)720-0182 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone: (949) 224-6291															
Email: trademark@buchalter.com															
Correspondent Name: Farah P. Bhatti, Esq.															
Address Line 1: 18400 Von Karman Avenue, Suite 800															
Address Line 4: Irvine, CALIFORNIA 92612															
ATTORNEY DOCKET NUMBER:	F6384-1322														
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.														
Signature:	/Farah P. Bhatti/														

900196347

TRADEMARK
REEL: 004576 FRAME: 0530

CH \$40.00 85206369

Date:

07/06/2011

Total Attachments: 8

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Anything herein to the contrary notwithstanding, the Liens securing the obligations evidenced by this Security Agreement, the exercise of any right or remedy with respect hereto, and certain of the rights of the holder hereof are subject to the provisions of the Subordination Agreement dated as of June 30, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Subordination Agreement"), by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as First Lien Agent, and GORES CAPITAL PARTNERS II, L.P., a Delaware limited partnership, as Second Lien Agent. In the event of any conflict between the terms of the Subordination Agreement and this Security Agreement, the terms of the Subordination Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") dated as of June 30, 2011, among the Persons listed on the signature pages hereof as Grantors (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), as Agent (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of dated June 30, 2011 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among COSMOPOLIS HOLDINGS, LLC, a Delaware limited liability company ("Parent"), COSMO SPECIALTY FIBERS, INC., a Delaware corporation ("Borrower"), the Lenders (as defined therein) party thereto, WFCF, as Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of June 30, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

- a. all of its Trademarks including those referred to on Schedule I except any United States intent-to-use trademark applications to the extent that, and solely during the period in which,

the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral;

- b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate automatically upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to

deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment or payment in full of the Secured Obligations shall mean the repayment of the Secured Obligations (other than unasserted contingent indemnification Obligations) in Dollars in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of Obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all such Secured Obligations (including the payment of any termination amount then applicable (or which would become applicable upon repayment of such other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

9. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY

AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date first written above.

COSMOPOLIS HOLDINGS, LLC,
a Delaware limited liability company

By: 

Name: Steven G. Eisner

Title: Vice President & Secretary

COSMO SPECIALTY FIBERS, INC.,
a Delaware corporation

By: _____

Name: Tyler Spring

Title: Chief Financial Officer

[Trademark Security Agreement]

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date first written above.

COSMOPOLIS HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: Steven G. Eisner
Title: Vice President & Secretary

COSMO SPECIALTY FIBERS, INC.,
a Delaware corporation


By: _____
Name: Tyler Spring
Title: Chief Financial Officer

[Trademark Security Agreement]

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ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent

By: 
Name: Peter Possemato
Title: Director

Trademark Security Agreement

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Cosmo Specialty Fibers, Inc.	USA	COSMO SPECIALTY FIBERS	85-206,369	12/28/2010

BN 9376899v1

Schedule I to
Trademark Security Agreement

RECORDED: 07/06/2011

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