

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
Performance Fibers, Inc.		08/10/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FSJC VIII, LLC
Street Address:	Two Greenwich Plaza
Internal Address:	4th Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2882864	BELTEC
Registration Number:	2618502	PENTEC
Registration Number:	2919780	SEAGARD
Registration Number:	2918318	SECURUS
Registration Number:	3851711	PERFORMANCE FIBERS
Registration Number:	3578147	PERFORMANCE FIBERS
Serial Number:	85110482	PERFORMANCE FIBERS
Serial Number:	85110498	PERFORMANCE FIBERS
Registration Number:	3059642	LOWIK

CORRESPONDENCE DATA

Fax Number: (212)294-4700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 294 6700

900199851

**TRADEMARK
 REEL: 004605 FRAME: 0926**

CH \$240.00 2882864

Email: dbolden@winston.com
Correspondent Name: Huu Nguyen
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86039.13
NAME OF SUBMITTER:	Huu Nguyen
Signature:	/W&S/
Date:	08/16/2011

Total Attachments: 12

source=Trademark Security Agreement (2)#page1.tif
source=Trademark Security Agreement (2)#page2.tif
source=Trademark Security Agreement (2)#page3.tif
source=Trademark Security Agreement (2)#page4.tif
source=Trademark Security Agreement (2)#page5.tif
source=Trademark Security Agreement (2)#page6.tif
source=Trademark Security Agreement (2)#page7.tif
source=Trademark Security Agreement (2)#page8.tif
source=Trademark Security Agreement (2)#page9.tif
source=Trademark Security Agreement (2)#page10.tif
source=Trademark Security Agreement (2)#page11.tif
source=Trademark Security Agreement (2)#page12.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of August, 2011, among the Grantors listed on the signature page hereof ("Grantor"), and FSJC VIII, LLC, in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Loan Agreement with AIR-O OptionSM of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Performance Fibers, Inc., a Delaware corporation ("Performance Fibers"), DSE Holding Corp., a Delaware corporation ("DSE"), Performance Fibers Scottsboro, Inc., a Delaware corporation ("PF Scottsboro"), Performance Fibers Winfield, Inc., a Delaware corporation ("PF Winfield"), Performance Fibers Operations, Inc., a Delaware corporation ("PF Operations" and, collectively with Performance Fibers, DSE, PF Scottsboro and PF Winfield, each a "Borrower" and collectively, "Borrowers"), Performance Fibers Holdings Finance, Inc., a Delaware corporation (for purposes of Sections 5 and 6 thereof), Performance Fibers Holdings, Inc., a Delaware corporation (for purposes of Sections 5 and 6 thereof), INA Fibers Holding Corp, a Delaware corporation (for purposes of Sections 5 and 6 thereof), Performance Fibers Asia Holdings, LLC, a Delaware limited liability company (for purposes of Sections 5 and 6 thereof), Performance Fibers Asia, LLC, a Delaware limited liability company (for purposes of Sections 5 and 6 thereof), Performance Fibers Enterprises, Inc., a Delaware corporation (for purposes of Sections 5 and 6 thereof), the lenders party thereto as "Lenders" ("Lenders"), and FSJC VIII, LLC, as a lender and Agent for the Lenders, the Lender Group is willing to make certain financial accommodations available to Borrowers 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 Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property)(collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of 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.

5. TERMINATION. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, the Agent shall, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving


this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. NO CONFLICT. This Agreement and the other Loan Documents are subject in all respects to the terms and conditions of the Intercreditor Agreement. In the event of any conflict between the provisions of the Intercreditor Agreement and the provisions of this Agreement or any other Loan Document, the provisions of the Intercreditor Agreement shall govern and control.

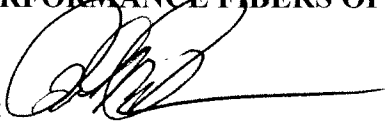
[signature page follows]

IN WITNESS WHEREOF, 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.

PERFORMANCE FIBERS, INC.

By: 
Name: Paul M. Palmisano
Title: Vice President, CFO and Treasurer

PERFORMANCE FIBERS OPERATIONS, INC.

By: 
Name: Paul M. Palmisano
Title: Vice President, CFO and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

FSJC VIII, LLC, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

PERFORMANCE FIBERS, INC.


By: _____
Name: _____
Title: _____

PERFORMANCE FIBERS OPERATIONS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FSJC VIII, LLC, as Agent

By:  _____
Name: Stephen J. Czech
Title: Executive Officer

Schedule I

Trademarks

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date	Credit Party
063264. 0005. 0011	Australia	DSP	Registered	707310	26-Apr-1996	707310	02-May-1997	26-Apr-2016 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0012	Benelux	DSP	Registered	0755617	22-Nov-1990	0490984	01-Sep-1991	22-Nov-2020 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0013	China	DSP	Registered	960042979	03-Apr-1996	1330050	07-Nov-1999	06-Nov-2019 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0042	European Community	LOWIK	Registered	003993177	23-Aug-2004	003993177	03-Apr-2006	23-Aug-2014 (Renewal)	Performance Fibers Operations, Inc.

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date	Credit Party
063264. 0005. 0015	European Community	PENTEC (Stylized)	Registered	001131234	23-Mar-1999	001131234	11-May-2000	23-Mar-2019 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0014	European Community	SEAGARD	Registered	004001731	26-Aug-2004	004001731	07-Dec-2005	26-Aug-2014 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0016	France	DSP	Registered	250138	19-Nov-1990	1687409	17-Jan-1992	18-Nov-2020 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0017	Germany	DSP	Registered	30085203.7	20-Nov-2000	30085203	01-Feb-2001	20-Nov-2020 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0018	Italy	DSP	Registered	TO/2000/3918	12-Dec-1990	911505	03-Oct-2003	12-Dec-2020 (Renewal)	Performance Fibers, Inc.

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date	Credit Party
063264. 0005. 0019	Japan	DSP	Registered	H08-048786	07-May-1996	4150688	29-May-1998	29-May-2018 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0027	Korea, Republic of	DSP	Registered	40-1996- 0017954	03-May-1996	4003822480000	14-Nov-1997	14-Nov-2017 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0020	Malaysia	DSP	Registered	96008593	27-Jul-1996	96008593	27-Jul-2003	27-Jul- 2013 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0021	Malaysia	SEAGARD	Registered	04013996	17-Sep-2004	04013996	17-Sep-2004	17-Sep-2014 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0022	Malaysia	SEAGARD	Registered	04013997	17-Sep-2004	04013997	17-Sep-2004	17-Sep-2014 (Renewal)	Performance Fibers, Inc.

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date	Credit Party
063264. 0005. 0023	New Zealand	DSP	Registered	261748	03-May-1996	261748	08-Sep-1998	03-May-2017 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0025	Singapore	SEAGARD	Registered	T0414622E	31-Aug-2004	T0414622E	02-Jun-2005	31-Aug-2014 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0026	Singapore	SEAGARD	Registered	T0414623C	31-Aug-2004	T0414623C	16-Jun-2005	31-Aug-2014 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0028	Spain	DSP	Registered	1603974 M2	04-Dec-1990	1603974 M2	05-Dec-1991	03-Dec-2020 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0029	Sweden	DSP	Registered	2002/05050	08-Aug-2002	363923	14-Nov-2003	14-Nov-2013 (Renewal)	Performance Fibers, Inc.

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date	Credit Party
063264. 0005. 0030	Taiwan	DSP	Registered	85021012	06-May-1996	740830	16-Dec-1996	15-Dec-2016 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0031	Thailand	SEAGARD	Registered	565567	15-Sep-2004	TM220720	01-Jun-2005	14-Sep-2014 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0032	Thailand	SEAGARD	Registered	565568	15-Sep-2004	TM223204	26-Jul-2005	14-Sep-2014 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0033	Turkey	DSP	Registered	21013	18-Mar-1991	126456	18-Mar-2001	18-Mar-2021 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0004	United States of America	BELTEC	Registered	78099494	20-Dec-2001	2882864	07-Sep-2004	07-Sep-2014 (Renewal)	Performance Fibers, Inc.

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date	Credit Party
063264. 0005. 0041	United States of America	LOWIK	Registered	78468696	17-Aug-2004	3059642	14-Feb-2006	14-Feb-2012 (Affidavit of Use)	Performance Fibers Operations, Inc.
063264. 0005. 0006	United States of America	PENTEC	Registered	75628318	26-Jan-1999	2618502	10-Sep-2002	10-Sep-2012 (Renewal)	Performance Fibers, Inc.
063264. 0005. 0001	United States of America	SEAGARD	Registered	78164746	17-Sep-2002	2919780	18-Jan-2005	18-Jul-2011 (Affidavit of Use Grace Period)	Performance Fibers, Inc.
N/A	United States of America	SECURUS	Registered	76265271	01-Jun-2001	2918318	18-Jan-2005	18-Jul-2011 (Affidavit of Use Grace Period)	Performance Fibers, Inc.
N/A	United States of America	PERFORMANCE FIBERS & Design	Registered	78534965	17-Dec-2004	3851711	21-Sep-2010	21-Sep-2016 (Affidavit of Use)	Performance Fibers, Inc.
N/A	United States of America	PERFORMANCE FIBERS & Design	Registered	78980811	17-Dec-2004	3578147	17-Feb-2009	17-Feb-2015 (Affidavit of Use)	Performance Fibers, Inc.

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date	Credit Party
N/A	United States of America	PERFORMANCE FIBERS	Pending Application	85110482	18-Aug-2010	N/A	N/A	N/A	Performance Fibers, Inc.
N/A	United States of America	PERFORMANCE FIBERS & Design	Pending Application	85110498	18-Aug-2010	N/A	N/A	N/A	Performance Fibers, Inc.

Trademark Intellectual Property Licenses:

1. Trademark Assignment Agreement, effective March 7, 2008, by and between INVISTA North America S.à r.l. and Performance Fibers Operations, Inc.