

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 1 TO THE THIRD LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Fibers, Inc.		08/23/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PERFORMANCE FIBERS HOLDINGS FINANCE, INC., as administrative agent		
Street Address:	5200 Town Center Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78980811	PERFORMANCE FIBERS	
Serial Number:	85110482	PERFORMANCE FIBERS	
Serial Number:	85110498	PERFORMANCE FIBERS	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	PERFORMANCE FIBERS		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

CH \$90.00 78980811

900200470

TRADEMARK
REEL: 004610 FRAME: 0337

Signature:	/Catherine R. Howell/
Date:	08/23/2011
Total Attachments: 5 source=supp 1 third lien#page1.tif source=supp 1 third lien#page2.tif source=supp 1 third lien#page3.tif source=supp 1 third lien#page4.tif source=supp 1 third lien#page5.tif	

SUPPLEMENT NO. 1
TO THE THIRD LIEN TRADEMARK SECURITY AGREEMENT
DATED AS OF AUGUST 23, 2011

This SUPPLEMENT NO. 1 TO THE THIRD LIEN TRADEMARK SECURITY AGREEMENT is made as of the date first written above, among the Grantor listed on the signature page hereof ("Grantor"), and PERFORMANCE FIBERS HOLDINGS FINANCE, INC., in its capacity as administrative agent for the Lender Group (together with its successors, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Subordinated Secured Promissory Note, dated as of August 10, 2011, by Performance Fibers, Inc. ("Performance Fibers"), DSE Holding Corp. ("DSE"), Performance Fibers Scottsboro, Inc. ("PF Scottsboro") and Performance Fibers Winfield, Inc. ("PF Winfield" and, together with Performance Fibers, DSE, and PF Scottsboro, the "Borrowers") and acknowledged by Performance Fibers Holdings, Inc. ("PF Holdings"), Performance Fibers Enterprises, Inc. ("PF Enterprises"), Performance Fibers Asia Holdings, LLC ("PF Asia Holdings") and Performance Fibers Asia, LLC ("PF Asia"), in favor of the Administrative Agent, the Lenders (as defined therein) have agreed to make certain financial accommodations to the Borrowers;

WHEREAS, the Grantor is a party to the Third Lien Security Agreement, dated as of October 5, 2007 (as amended by that certain Reaffirmation and Amendment of Loan Documents, dated as of August 10, 2011, (the "Reaffirmation") made by Performance Fibers, DSE, PF Enterprises, PF Asia Holdings, PF Scottsboro, PF Winfield, PF Asia and PF Holdings and acknowledged and agreed to by the Administrative Agent, and as may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Security Agreement) pursuant to which the Grantor entered into the Trademark Security Agreement referenced below;

WHEREAS, the Grantor is a party to a Third Lien Trademark Security Agreement, dated as of October 5, 2007 (as amended by the Reaffirmation, and as may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Trademark Security Agreement") pursuant to which the Grantor has granted to the Administrative Agent (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 Trademarks and Trademark applications listed on Schedule I attached thereto and all proceeds thereof; and

WHEREAS, the Grantor desires to supplement Schedule I to the Trademark Security Agreement by adding certain Trademarks and Trademark applications, and in connection therewith desires to reaffirm the grants of security contained in the Trademark Security Agreement.

THEREFORE,

A. The Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a lien on and security interest in and to all of the Grantor's right, title and interest (in each case, whether now owned or hereafter acquired) in and to each and every Trademark and Trademark application listed on Schedule I to this Supplement No. 1, together with the proceeds thereof, to secure the payment and performance of the Secured Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. Schedule I of the Trademark Security Agreement is hereby supplemented by adding the Trademarks and Trademark applications set forth on Schedule I hereto.

The Grantor hereby reaffirms the Trademark Security Agreement in its entirety, and confirms that the grant of a security interest in each Trademark under the Trademark Security Agreement remains valid and in full force and effect.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "this Third Lien Trademark Security Agreement", "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement No. 1.

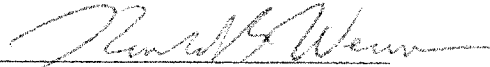
Except as expressly supplemented hereby, the Trademark Security Agreement and all documents contemplated thereby are each hereby confirmed and ratified by the Grantor.

The execution and filing of this Supplement No. 1, and the addition of the Trademarks set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Grantor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Supplement No. 1 to the ~~Second~~^{Third} Lien Trademark Security Agreement to be duly executed as of the date first written above.

PERFORMANCE FIBERS, INC.

By: 

Name: Ronald G. Werner

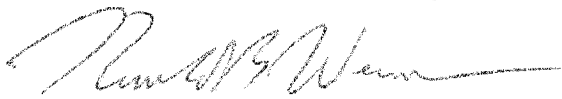
Title: Secretary

~~Second~~^{Third} Lien
Signature Page to Supplement No. 1 to Trademark Security Agreement

TRADEMARK
REEL: 004610 FRAME: 0341

Acknowledged and agreed to as of
the date first written above:

**PERFORMANCE FIBERS HOLDINGS
FINANCE, INC.**, as Administrative Agent and as a Lender

By: 

Name: Ronald G. Werner

Title: Secretary

Third Lien

Signature Page to Supplement No. 1 to Trademark Security Agreement

TRADEMARK
REEL: 004610 FRAME: 0342

Schedule I to
Supplement No. 1 to the
Third Lien Trademark Security Agreement

Trademark Registrations/Applications

MLB File No.	Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date	Grantor
N/A	United States of America	PERFORMAN CE FIBERS & Design	Registered	78980811	17-Dec-2004	3578147	17-Feb-2009	17-Feb-2015 (Affidavit of Use)	Performance Fibers, Inc.
N/A	United States of America	PERFORMAN CE FIBERS	Pending Application	85110482	18-Aug-2010	N/A	N/A	N/A	Performance Fibers, Inc.
N/A	United States of America	PERFORMAN CE FIBERS & Design	Pending Application	85110498	18-Aug-2010	N/A	N/A	N/A	Performance Fibers, Inc.