

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
Twitchell Technical Products, LLC		11/22/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2650138	DIVERSATEX
Registration Number:	3032560	EARTHTEX
Registration Number:	1372486	KANEKRAFT
Registration Number:	2529310	LEISURETEX
Registration Number:	1329669	TEXTILENE
Registration Number:	1373879	TEXTILENE SUNSURE

CORRESPONDENCE DATA

Fax Number: (215)557-2049
 Phone: (215) 988-6991
 Email: tarbox@blankrome.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Olivia H. Tarbox, Paralegal
 Address Line 1: Blank Rome LLP

CH \$165.00 2650138

Address Line 2: One Logan Square - 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01854
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	11/30/2011

Total Attachments: 22

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 22nd day of November, 2011 by **TWITCHELL TECHNICAL PRODUCTS, LLC**, a limited liability company organized under the laws of the State of Delaware (the "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders:

W I T N E S S E T H

WHEREAS, this Agreement is being executed contemporaneously with (i) that certain Revolving Credit and Security Agreement by and among Grantor, each Person joined as a borrower thereto from time to time, Agent and the financial institutions party thereto from time to time as Lenders (the "Domestic Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or otherwise modified from time to time, the "Domestic Loan Agreement") and (ii) that certain Export-Import Revolving Credit and Security Agreement by and among Grantor, each Person joined as a borrower thereto from time to time, Agent and the financial institutions party thereto from time to time as Lenders (the "Ex-Im Lenders", together with the Domestic Lenders, the "Lenders") dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Ex-Im Loan Agreement", together with the Domestic Loan Agreement, the "Loan Agreement"), under which Grantor is granting Agent a lien on and security interest in substantially all of the assets of Grantor, including without limitation those assets associated with or relating to products leased or sold or services provided under all of Grantor's now or hereafter existing or acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein;

WHEREAS, Grantor has acquired, adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, service trade names, trademark applications, and service mark applications (collectively, "Trademarks"); and copyrights and copyright applications (collectively, the "Copyrights"); each as listed on **Schedule A** attached hereto and made part hereof (or on any amended **Schedule A** provided pursuant to Section 4(f) hereof), and all goodwill associated with and represented by any of the foregoing ("Goodwill") (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets");

WHEREAS, pursuant to the Loan Agreement and this Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registrations thereof as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, as defined in each Loan Agreement, the Grantor grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Assets owned by the Grantor or in which it has an interest, and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

3. The Grantor hereby covenants and agrees to maintain the Assets in accordance with the terms of the Loan Agreement.

4. The Grantor represents, warrants and covenants that:

a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

b) Each of the Assets is valid and enforceable;

c) The Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets owned by the Grantor or in which it has an interest, as described on **Schedule A**, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons except for the lien and security interest created hereunder and Permitted Encumbrances;

d) The Grantor has full power, authority and legal right to enter into this Agreement and perform its terms;

e) The Grantor has complied with, and will continue for the duration of this Agreement to comply with, in all material respects, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations, domestic or foreign, in connection with its use of the Assets; and

f) Each of the Assets listed on **Schedule A** constitute all of the registered Assets, and all applications for any of the foregoing, now owned by the Grantor. If, before all Obligations shall have been indefeasibly paid and satisfied in full (other than Contingent Indemnification Obligations) and the Loan Agreement shall have been terminated, Grantor shall (i) become the owner of or acquire rights including the rights of registration with respect to any

new registered patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) become entitled to the benefit of any registered patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Each Grantor shall give Agent written notice of the acquisition by such Grantor of any such new Assets, which are registered with the United States Patent and Trademark Office or the United States Copyright Office, along with an amended **Schedule A** listing such new Assets promptly (but in no event later than thirty (30) Business Days) following the acquisition of any such new Assets.

5. The Grantor further covenants that until all Obligations have been indefeasibly paid and satisfied in full (other than Contingent Indemnification Obligations) and the Loan Agreement and the commitments of the Lenders thereunder are terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is in violation of this Agreement or the Loan Agreement.

6. So long as no Event of Default has occurred and is continuing under the Loan Agreement, the Grantor shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

7. The Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except to the extent permitted by and in accordance with the terms of the Loan Agreement.

8. Licenses and License Rights.

a) **Schedule B** attached hereto and made part hereof set forth the information concerning all licenses pursuant to which the Grantor has the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications (all of such licenses, the "Licenses" and all of such rights, the "License Rights"). The information set forth on **Schedule B** hereto includes the title and date of each such License, the name and address of the grantor/licensor and the name/title/description of the applicable patent, trademark or copyright (and/or patent, trademark or copyright application) and the registration number and date of such patent, trademark, copyright or application. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, the Grantor grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Licenses and the License Rights, to the extent that such a grant does not violate the terms and provisions of the

applicable License. The Grantor covenants and agrees that, upon the reasonable request of Agent, the Grantor shall use all commercially reasonable efforts to obtain (with such expense, if any, as Grantor and Agent shall agree is reasonable under the circumstances) the consent of the applicable grantor/licensor under any of the Licenses to either (x) the grant of a lien and security interest by the Grantor to Agent in all of its present and future right, title and interest in and to the applicable License and License Rights (to the extent that the consent of such grantor/licensor is required in connection with such a grant under the terms and provisions of the applicable License) and/or (y) the recordation by Agent of its lien and security interest in the Grantor's right, title and interest in and to the applicable License and License Rights in the United States Patent and Trademark Office and the United States Copyright Office. To the extent that a valid lien and security interest in and to the Grantor's right, title and interest in and to any Licenses and related License Rights is created under the provisions of this section (either because the creation of such a lien and security interest under this section would not violate the terms and provisions of the applicable License and/or because all consents of the relevant grantor/licensor required under the terms and provisions of the applicable License have been obtained), all such Licenses and related License Rights shall constitute part of the "Assets" hereunder.

b) If, before all Obligations shall have been indefeasibly paid and satisfied in full (other than Contingent Indemnification Obligations) and the Loan Agreement shall have been terminated, the Grantor shall become a party to any new licenses pursuant to which the Grantor will have the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications, the Grantor shall give Agent written notice of the acquisition by the Grantor of any such new license and related license rights along with an amended **Schedule B** listing such new licenses and related license rights promptly (but in no event later than thirty (30) Business Days) following the acquisition of any such new licenses and related license rights. All such newly acquired licenses and related rights shall immediately constitute "Licenses" and "License Rights" hereunder. To the extent that either the grant of a lien and security interest in all of the Grantor's right, title in such new Licenses and related License Rights shall not violate the provisions of the applicable License and/or all consents of the applicable grantor/licensor required under the terms and provision of the applicable new License have been obtained, then all of such new Licenses and related License Rights shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. The Grantor covenants and agrees that the provisions of the third sentence of paragraph (a) immediately above shall apply to all such future acquired Licenses and License Rights.

9. If and while an Event of Default has occurred and is continuing under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, may take such actions permitted under the Loan Agreement and the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During such time as an Event of Default shall have occurred and be continuing, Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to

grant or issue any exclusive or non-exclusive license under the Assets to anyone else (provided that, in the case of any Assets consisting of Licenses and/or License Rights, Grantor would have had the right to so grant a license in the License or License Rights), or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1** or a patent assignment in the form attached hereto as **Exhibit 2**. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full (other than Contingent Indemnification Obligations) and the Loan Agreement and the commitments of the Lenders thereunder are terminated. Grantor agrees that while an Event of Default has occurred and is continuing under the Loan Agreement, Grantor shall be deemed to have granted a non-exclusive license to Agent to use the Assets in the exercise by Agent or its rights as a secured creditor with respect to Grantor's tangible property and the use by Agent of all Assets pursuant to such deemed license shall be without any liability for royalties or other related charges from Agent to Grantor.

10. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

11. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

12. Upon Grantor's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations (other than Contingent Indemnification Obligations) and the termination of the Loan Agreement and the commitments of the Lenders thereunder, Agent shall execute and deliver to Grantor all documents reasonably necessary to record or register the termination of Agent's security interest in the Assets.

13. Any and all reasonable fees, costs and expenses, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of this or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantor on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

14. Subject to the terms of the Loan Agreement, Grantor shall have the duty to prosecute diligently any trademark or patent application with respect to the Assets pending as of the date of this Agreement or thereafter, that, in each case, in the Grantor's reasonable judgment would be materially beneficial to the business of the Grantor, until all Obligations shall have been indefeasibly paid and satisfied in full (other than Contingent Indemnification Obligations) and the Loan Agreement and the commitments of the Lenders thereunder are terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Grantor shall make federal application on registrable but unregistered patents, trademarks, or copyrights belonging to Grantor. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any Patent, Trademark or Copyright that, in the Grantor's reasonable judgment, would be materially beneficial to the business of the Grantor, provided, however, that Grantor shall not under any circumstances abandon any Patent, Trademark or Copyright following the occurrence and during the continuance of an Event of Default.

15. The Grantor shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

16. After the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Grantor hereunder, in Grantor's name or in Agent's name, but at Grantor's expense, and Grantor hereby agrees, upon demand, to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

17. No course of dealing among Grantor and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Loan Agreement or the Other Documents, or by any other future agreements between Grantor and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

19. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. This Agreement, and all matters relating hereto and arising herefrom, shall be governed by and construed in accordance with the laws of the State of New York applied to

contracts to be performed wholly within the State of New York, without regard to New York's otherwise applicable principles of conflicts of laws.

21. Any judicial proceeding brought by or against Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantor at its address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Grantor. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Grantor in the courts of any other jurisdiction. Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Grantor against Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

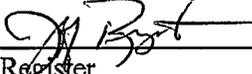
22. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

23. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one fully completed fully executed document. Signatures by facsimile or by electronic "pdf" transmission shall bind the parties hereto.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TWITCHELL TECHNICAL PRODUCTS, LLC

By: 
Name: Jeff Register
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Thomas Lorenz
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY AGREEMENT]

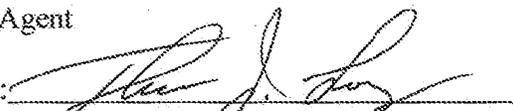
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TWITCHELL TECHNICAL PRODUCTS, LLC

By: _____
Name: Jeff Register
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Thomas Lorenz
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY AGREEMENT]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF AL : S.S.
COUNTY OF Houston :

On this 18 of November, 2011, before me personally appeared Jeff Register, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Twitchell, a Technical Products, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Judith F. Norris
Notary Public
My Commission Expires: 6/1/15

[ACKNOWLEDGMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

Part 1

U.S. Registered Assets

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE - A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Owner</u>
Diversatex	U.S.	2650138	11/12/02	Grantor
Earthtex	U.S.	3032560	12/20/05	Grantor
Kanekraft	U.S.	1372486	11/26/85	Grantor
Leisuretex	U.S.	2529310	1/15/02	Grantor
Textilene	U.S.	1329669	4/9/85	Grantor
Textilene	U.S.	1373879	12/3/85	Grantor
Sunsure				

TRADEMARK APPLICATIONS

None.

SCHEDULE - A

SCHEDULE A

Part 2

Foreign Registered Assets

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE - A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Jurisdiction of Registration</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Owner</u>
Textilene	Australia	405990	8/11/87	Grantor
Textilene	Australia	405991	8/11/87	Grantor
Textilene	Canada	TMA577222	3/11/03	Grantor
Textilene Sunsure	Canada	UCA32240	1/6/46	Grantor
Earthtex	China	4227215	9/14/09	Grantor
Earthtex	China	4227216	5/28/08	Grantor
Textilene	China	1930508	9/7/02	Grantor
Textilene	China	3303694	2/28/04	Grantor
Textilene (in Chinese characters)	China	3399447	9/28/04	Grantor
Textilene (in Chinese characters)	China	3399448	6/2/04	Grantor
Earthtex	European Community	003220902	9/24/04	Grantor
Textilene	European Community	002242394	12/12/02	Grantor
Kanekraft	Mexico	729135	10/5/01	Grantor
Textilene	Taiwan	01056160	9/1/03	Grantor
Textilene	Taiwan	01013459	9/1/02	Grantor

TRADEMARK APPLICATIONS

None.

SCHEDULE - A

SCHEDULE B

Licenses and License Rights

None.

SCHEDULE - A

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT
(Trademarks)

WHEREAS, _____, a _____
_____ (“Grantor”) is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____, 20__.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____, 20__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT 2

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

(Patents)

WHEREAS, _____, a _____
 (“Grantor”) is the registered owner of the United States, patent rights, and patent applications listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____, 20__.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 2

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this _____ day of _____, 20___, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

TWITCHELL TECHNICAL PRODUCTS, LLC (the "Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions party thereto from time to time as Lenders (the "Domestic Lenders"), Grantor and each Person joined as a borrower thereto from time to time dated as of the date hereof (as same may be amended, restated, supplemented or otherwise modified from time to time, the "Domestic Loan Agreement") and that certain Export-Import Revolving Credit and Security Agreement among Agent, the financial institutions party thereto from time to time as Lenders (the "Ex-Im Lenders", together with the Domestic Lenders, the "Lenders"), Grantor and each Person joined as a borrower thereto from time to time dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Ex-Im Loan Agreement", together with the Domestic Loan Agreement, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Intellectual Property Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Intellectual Property Security Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

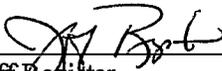
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Loan Agreement and the Other Documents, except for the gross negligence or willful misconduct of such attorney.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Security Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

TWITCHELL TECHNICAL PRODUCTS, LLC

By: 
Name: Jeff Register
Title: Chief Executive Officer

[POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this 18th of November, 2011, before me personally appeared Jeff Register, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Twitchell Technical Products, that s/he signed the Power of Attorney thereto pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

Judith F. Norris
Notary Public
My Commission Expires: 6/1/15

[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]