

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
Optimer Performance Fibers, Inc.		06/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 South Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Ohio banking corporation: OHIO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2462890	DRIRELEASE
Registration Number:	2488034	DRIRELEASE
Registration Number:	2306455	FRESHGUARD
Registration Number:	3215738	LIKE WOOL? TRY THIS. IT'S EVEN BETTER!
Registration Number:	3794938	DRI-RELEASE E.C.O. ENVIRONMENTALLY CORRECT ORIGINS
Registration Number:	3032667	FRESHTECH
Registration Number:	3382307	DRI-COMFORT
Registration Number:	2589580	PURE COMFORT

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com

OP \$215.00 2462890

Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5591.004
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	06/13/2012

Total Attachments: 7
source=opf tm#page1.tif
source=opf tm#page2.tif
source=opf tm#page3.tif
source=opf tm#page4.tif
source=opf tm#page5.tif
source=opf tm#page6.tif
source=opf tm#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7th day of June, 2012, by OPTIMER PERFORMANCE FIBERS, INC., a Delaware corporation ("Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation ("Grantee"):

WITNESSETH

WHEREAS, Grantor, driFire, LLC, a Delaware limited liability company ("Borrower"), Optimer, Inc., a Delaware corporation and Grantee are parties to a certain Third Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrower by Grantee;

WHEREAS, pursuant to a certain Guaranty of even date herewith executed by Grantor for the benefit of Grantee (the "Guaranty"), Grantor has guaranteed payment and performance by Borrower of all of its Liabilities under the Loan Agreement and the other Financing Agreements; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks"), and all products and proceeds thereof, to secure the payment of (i) all amounts owing by Grantor under the Guaranty and the other Financing Documents to which it is a party (the "Guaranty Liabilities") and (ii) all Liabilities of Borrower under the Loan Agreement (the "Loan Liabilities");

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Loan Liabilities and the Guaranty Liabilities (collectively, the "Obligations"), Grantor hereby grants to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

a) except as otherwise disclosed in Schedule 4.16 to the Loan Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

c) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement and the Guaranty each shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem

necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before the Obligations shall have been satisfied in full and the Loan Agreement and the Guaranty each have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor, and (iii) ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 7 shall be borne by Grantor.

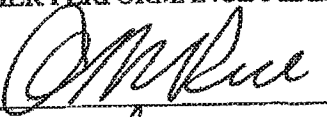
8. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. All of Grantee's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement and Guaranty each have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreement or the Guaranty, but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have in addition to all other rights and remedies given to it by the terms of this Agreement, the Guaranty and

the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

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

OPTIMER PERFORMANCE FIBERS, INC.

By: 
Its: VP

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK

By: _____
Its: _____

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

OPTIMER PERFORMANCE FIBERS, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK

By: Carol
Its: AVP

SCHEDULE 1

TRADEMARKS

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
Drirelease	2462890	06/19/01
Dri-Release	2488034	09/11/01
Freshguard	2306455	01/04/00
Like Wool? Try This. It's Even Better!	3215738	03/6/07
Dri-Release E.C.O. Environmentally Correct Origins	3794938	05/25/10
Freshtech	3032667	12/20/05
Dri-Comfort	3382307	02/12/08
Pure Comfort	2589580	07/02/02

TRADEMARK APPLICATIONS

None