

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
V&W Acquisition LLC		08/31/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CapitalSouth SBIC Fund IV, L.P.		
Street Address:	4201 Congress Street		
Internal Address:	Suite 360		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3585598	ENVITA	
Registration Number:	3582417	VITASAFE	
Registration Number:	3786988	VITA NONWOVENS V	
Registration Number:	3877846	ENGUARD GLASSFREE INSULATION TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	7043533698		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704 331 7410		
Email:	donna.millard@klgates.com, susan.jackson@klgates.com		
Correspondent Name:	Susan S. Jackson		
Address Line 1:	Post Office Box 33144		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		

OP \$115.00 3585598

TRADEMARK

ATTORNEY DOCKET NUMBER:	2829226.00028CAPITALSOUTH
NAME OF SUBMITTER:	Susan S. Jackson
Signature:	/ Susan S. Jackson /
Date:	09/05/2012
Total Attachments: 4 source=V&WAcquisitionTM Security Agmt#page1.tif source=V&WAcquisitionTM Security Agmt#page2.tif source=V&WAcquisitionTM Security Agmt#page3.tif source=V&WAcquisitionTM Security Agmt#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 31, 2012 by and between **V&W ACQUISITION LLC**, a North Carolina limited liability company (the "Grantor"), having its chief executive office at 2215 Shore Street, High Point, NC 27263, and **CAPITALSOUTH SBIC FUND IV, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the "Collateral Agent"), with offices at 4201 Congress Street, Suite 360, Charlotte, North Carolina 28209, for the ratable benefit of the Holders (as defined in the Subordinated Note Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Subordinated Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Note Agreement") by and among the Grantor, the Collateral Agent and the Holders party thereto and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Subordinated Note Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in the Intercreditor and Subordination Agreement dated as of the date hereof by and among PNC Bank, National Association, the subordinated creditors listed on the signature pages thereto and their respective successors and assigns, and the Grantor, as the same may be amended, modified, restated or supplemented from time to time (the "Intercreditor Agreement"), solely to the extent, and for such period and in the manner provided in the Intercreditor Agreement.

[signature page follows]

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

V&W ACQUISITION LLC, as Grantor

By: *Clifford Lynch*
Name: Clifford Lynch
Title: Executive Vice President, Finance

ACKNOWLEDGMENT

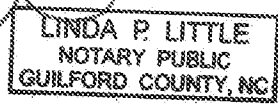
STATE OF NC
COUNTY OF Guilford

I, Linda P. Little, a Notary Public for said County and State, do hereby certify that Clifford Lynch personally appeared before me this day and stated that he is Executive Vice President, Finance of V&W ACQUISITION LLC and acknowledged, on behalf of V&W ACQUISITION LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 30th day of August, 2011.

Linda P. Little
Notary Public

My commission expires:
12-9-16



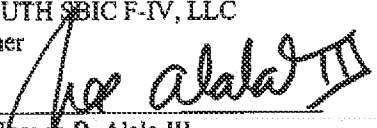
[Signature Pages Continue]

Agreed and Accepted as of the date first above written.

CAPITALSOUTH SBIC FUND IV, L.P.,
as Collateral Agent

By: CAPITALSOUTH SBIC F-IV, LLC
Its: General Partner

By: _____


Name: Joseph B. Alala III
Title: President and CEO

[Trademark Security Agreement - V&W Acquisition LLC]

TRADEMARK
REEL: 004856 FRAME: 0357

Schedule A to Trademark Security Agreement

V&W ACQUISITION LLC TRADEMARKS

Mark	Registration No.	Registration Date
ENVITA and Design	3585598	3/10/09
VITASAFE and Design	3582417	3/3/09
VITA NONWOVENS V and Design	3786988	5/11/10
ENGUARD GLASSFREE INSULATION TECHNOLOGY and Design	3877846	11/16/10