

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BGF Industries, Inc.		03/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	301 South College Street, 22nd Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Federal Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3893740	BGF
Registration Number:	3217507	BGF
Registration Number:	3393085	MIGHTY MATT
Registration Number:	2933332	THERMASHIELD
Registration Number:	3702901	BARRACUDA
Registration Number:	3628214	AERIALITE
Registration Number:	2899937	TECHMAT PLUS
Registration Number:	2654309	AERIALITE
Registration Number:	2748400	SILCOSOFT
Registration Number:	2315913	BGF
Registration Number:	2445508	BGF
Registration Number:	1991569	TECHMAT

CORRESPONDENCE DATA

CH \$315.00 3893740

Fax Number: 4044200805

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-749-8974

Email: trademarks@pogolaw.com

Correspondent Name: Jonathan D. Brodhag/Bryan Cave LLP

Address Line 1: 301 S. College Street, Suite 3400

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	C075117.0347650
NAME OF SUBMITTER:	Jonathan D. Brodhag
Signature:	/Jonathan D. Brodhag/
Date:	03/28/2013

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of March 28, 2013, is made by and between BGF Industries, Inc., a Delaware corporation, having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Wells Fargo has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Patent and Trademark Collateral" has the meaning given in Section 2.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Wells Fargo a continuing security interest (the "Security Interest") in the Debtor's Patents and Trademarks and all products and proceeds thereof (collectively, the "Patent and Trademark Collateral"), to secure the

Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Wells Fargo herein are granted in furtherance, and not in limitation of, the security interests granted to the Wells Fargo pursuant to the Credit Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Credit Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the Patent and Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Wells Fargo and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Wells Fargo to exercise any right, remedy, or option under this Agreement, or delay by Wells Fargo in exercising the same, will operate as a waiver thereof. No waiver by Wells Fargo will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Wells Fargo under this Agreement shall be cumulative. No exercise by Wells Fargo of one right or remedy shall be deemed an election, and no waiver by Wells Fargo shall be deemed a continuing waiver. All notices to be given to Debtor or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND WELLS FARGO HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND WELLS FARGO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO

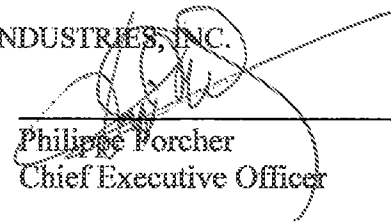
THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

BGF Industries, Inc.
3802 Robert Porcher Way
Greensboro, NC 27410
Attn: Philippe Porcher

BGF INDUSTRIES, INC.

By: 
Name: Philippe Porcher
Title: Chief Executive Officer

Wells Fargo Bank, National Association
301 South College Street, 22nd Floor
Charlotte, NC 28202
Attn: Courtney G. Jespersen

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

BGF Industries, Inc.
3802 Robert Porcher Way
Greensboro, NC 27410
Attn: Philippe Dorier

BGF INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Wells Fargo Bank, National Association
301 South College Street, 22nd Floor
Charlotte, NC 28202
Attn: Courtney G. Jespersen

WELLS FARGO BANK, NATIONAL ASSOCIATION


By:  _____
Name: Jennifer L. Blanchette
Title: Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
LOW TOXIC SMOKE BARRIER FABRIC	5607758	3/4/1997
ELECTROMAGNETIC WAVE REFLECTIVE FABRIC	5840383	11/24/1998
DRYING METHOD FOR WOVEN GLASS FABRIC	6532683	3/18/2003
A FABRIC FOR HIGH-TEMPERATURE GASEOUS FILTRATION APPLICATIONS	6734122	5/11/2004
CHUTE FOR TRANSPORTING SLUDGE IN A WASTEWATER TREATMENT SYSTEM	7389865	6/24/2008
METHOD FOR FORMING A RELATIVELY THICK, LIGHTWEIGHT, NONWOVEN INSULATING MAT	7493679	2/24/2009
STATIC DISSIPATIVE GLASS FILTRATION FABRIC	7648542	1/19/2010
FRUSTRUM-SHAPED INSULATION FOR A POLLUTION CONTROL DEVICE	7896943	3/1/2011

UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BGF	3893740	12/21/2010
BGF	3217507	3/13/2007
MIGHTY MATT	3393085	3/4/2008
THERMASHIELD	2933332	3/15/2005
BARRACUDA	3702901	10/27/2009
AERIALITE	3628214	5/26/2009
TECHMAT PLUS	2899937	11/2/2004
AERIALITE	2654309	11/26/2002
SILCOSOFT	2748400	8/5/2003
BGF	2315913	2/8/2000
BGF AND FLAG LOGO	2445508	4/24/2001
TECHMAT	1991569	8/6/1996

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
LOGO	85487993	12/6/2011

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.