TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stowe Woodward Licensco LLC		105/17/2013 I	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0510918	MOUNT HOPE
Registration Number:	0642545	PRESTOW
Registration Number:	0642560	BLACK DIAMOND
Registration Number:	0751635	MICROMATE
Registration Number:	1054875	COMPUT-A-COVER
Registration Number:	0789000	STOWE-WOODWARD
Registration Number:	1138222	AIRLIFT
Registration Number:	1456160	POLYLAST

CORRESPONDENCE DATA

Fax Number: 6502138158

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

via US Mail.

Phone: 6502130300

Email: iprecordations@whitecase.com

TRADEMARK REEL: 005030 FRAME: 0699 0540948

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Address Line 1: 3000 El Camin	White & Case LLP / Christina Ishihara 3000 El Camino Real, Bldg 5, 9th Floor Palo Alto, CALIFORNIA 94306			
ATTORNEY DOCKET NUMBER:	1155735-0054			
NAME OF SUBMITTER:	Christina Ishihara			
Signature:	/Christina Ishihara/			
Date:	05/17/2013			
Total Attachments: 5 source=Xerium - TL Trademark Security Agreement - Stowe Woodward Licensco [Execution Version]#page1.tif source=Xerium - TL Trademark Security Agreement - Stowe Woodward Licensco [Execution Version]#page2.tif source=Xerium - TL Trademark Security Agreement - Stowe Woodward Licensco [Execution Version]#page3.tif source=Xerium - TL Trademark Security Agreement - Stowe Woodward Licensco [Execution Version]#page4.tif source=Xerium - TL Trademark Security Agreement - Stowe Woodward Licensco [Execution Version]#page5.tif				

EXECUTION VERSION

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, Stowe Woodward Licensco LLC, a Delaware limited liability

company (the "Grantor") with principal offices at 8537 Six Forks Road, Suite 300, Raleigh,

North Carolina 27615, hereby grants to Jefferies Finance LLC, a Delaware limited liability

company, as Collateral Agent (the "Grantee") with principal offices at 520 Madison Avenue,

New York, NY 10022, a continuing security interest in (i) all of the Grantor's right, title and

interest in, to and under to the United States trademarks, trademark registrations and trademark

applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all Proceeds (as

such term is defined in the Security Agreement referred to below) and products of the

Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and

(iv) all causes of action arising prior to or after the date hereof for infringement of any of the

Trademarks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all

the Secured Obligations of the Grantor, as such term is defined in the Pledge and Security

Agreement among the Grantor, the other assignors from time to time party thereto and the

Grantee, dated as of May 17, 2013 (as amended, modified, restated and/or supplemented from

time to time, the "Security Agreement"). Upon the occurrence of any termination (as set forth in

Section 9 of the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the

Grantor an instrument in writing releasing the security interest in the Trademarks acquired under

this Grant.

This Grant has been granted in conjunction with the security interest granted to

the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect

to the security interest granted herein are as 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

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the $\underline{17}$ day of May, 2013.

STOWE WOODWARD LICENSCO LLC, Grantor

Name: Michael S. Buchanan

Title: Treasurer

[Signature page to Stowe Woodward Licensco LLCTrademark Security Agreement -- Term Loan]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the <u>17</u> day of May, 2013.

JEFFERIES FINANCE LLC, as Collateral Agent and Grantee

By Conference
Name: E. Joseph Hess
Title: Managing Director

[Signature page to Stowe Woodward Licensco LLC Trademark Security Agreement – Term Loan]

Schedule A

Trademarks

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
US	MOUNT HOPE	Renewed	71539892	11/1/47	0510918	6/14/49
US	PRESTOW	Renewed	72011631	7/5/56	0642545	3/12/57
US	BLACK DIAMOND	Renewed	72012988	7/27/56	0642560	3/12/57
US	MICROMATE	Renewed	72153908	9/25/62	0751635	6/25/63
US	COMPUT-A-COVER	Renewed	73086464	5/7/76	1054875	12/21/76
US	STOWE- WOODWARD	Renewed	72185451	1/27/64	0789000	5/4/65
US	AIRLIFT	Renewed	73193319	11/15/78	1138222	7/29/80
US	POLYLAST	Renewed	73641614	1/28/87	1456160	9/8/87

RECORDED: 05/17/2013