

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
O'Mara, Incorporated		05/23/2013	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, 23rd Floor		
Internal Address:	Mail Code: GA-Atlanta 1981		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	State chartered bank: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2995957	SOLEFRESH	
Registration Number:	2275338	OMTEX	
CORRESPONDENCE DATA			
Fax Number:	7047499371		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	704-749-8971		
Email:	trademarks@pogolaw.com		
Correspondent Name:	Christopher Kupec/Bryan Cave LLP		
Address Line 1:	301 S. College Street, Suite 3700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	C150726.0352129		
NAME OF SUBMITTER:	Christopher Kupec		
Signature:	/Christopher Kupec/		

CH \$65.00 2995957

Date:

05/24/2013

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of May 23, 2013, is made by and between O'Mara, Incorporated, a Pennsylvania corporation, having a business location at the address set forth below next to its signature (the "Debtor"), and SunTrust Bank ("SunTrust"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and SunTrust are parties to a Loan Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), dated the same date as this Agreement, setting forth the terms on which SunTrust 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, SunTrust 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 Loan 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 SunTrust 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 SunTrust herein are granted in furtherance, and not in limitation of, the security interests granted to the SunTrust pursuant to the Loan Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of SunTrust with respect to the Patent and Trademark Collateral are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by SunTrust and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by SunTrust to exercise any right, remedy, or option under this Agreement, or delay by SunTrust in exercising the same, will operate as a waiver thereof. No waiver by SunTrust will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of SunTrust under this Agreement shall be cumulative. No exercise by SunTrust of one right or remedy shall be deemed an election, and no waiver by SunTrust shall be deemed a continuing waiver. All notices to be given to Debtor or SunTrust under this Agreement shall be given in the manner and with the effect provided in the Loan 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 SUNTRUST 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 SUNTRUST 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

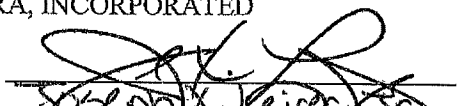
IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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

O'Mara, Incorporated
160 Fashion Ave.
Rutherford College, NC 28671
Attn: VP-FINANCE

O'MARA, INCORPORATED


By: 
Name: Joseph X. Keiner, Sr.
Title: Vice President - Finance

[Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005035 FRAME: 0173

SunTrust Bank
303 Peachtree Street, 23rd Floor
Mail Code: GA-Atlanta 1981
Atlanta, Georgia 30308
Attn: Loan Portfolio Manager

SUNTRUST BANK

By: 
Name: Mark Fidati
Title: Senior Vice President

[Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005035 FRAME: 0174

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
BULK YARNS HAVING IMPROVED ELASTICITY AND RECOVERY, AND PROCESSES FOR MAKING SAME	6,105,224	08/22/2000
PROCESS FOR MAKING BULK YARN HAVING IMPROVED ELASTICITY AND RECOVERY	6,454,975	09/24/2002

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>
SOLEFRESH	2995957	09/13/2005
OMTEX	2275338	09/07/2009

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.