TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT NATURE OF CONVEYANCE:** ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Albany International Corp.		06/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PrimaLoft, Inc.
Street Address:	1373 Broadway
City:	Albany
State/Country:	NEW YORK
Postal Code:	12204
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1849912	PRIMALOFT
Registration Number:	4006803	PRIMADOWN
Registration Number:	2497563	THE LUXURY DOWN ALTERNATIVE
Registration Number:	2444085	PRIMALOFT
Registration Number:	4124230	PRIMALOFT

CORRESPONDENCE DATA

Fax Number: 2125880500

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

via US Mail.

Phone: 2125880800

salli-rampersad@flhlaw.com Email: Correspondent Name: Frommer Lawrence & Haug LLP

Address Line 1: 745 Fifth Avenue Address Line 2: Ronald R. Santucci

Address Line 4: New York, NEW YORK 10151

> **TRADEMARK** REEL: 005146 FRAME: 0254

900269966

ATTORNEY DOCKET NUMBER:	930151-8000 (ASN)
NAME OF SUBMITTER:	Marilyn Matthes Brogan
Signature:	/Marilyn Matthes Brogan/
Date:	10/25/2013
Total Attachments: 5 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif	

TRADEMARK REEL: 005146 FRAME: 0255

TRADEMARK ASSIGNMENT

The parties to this **Trademark Assignment**, dated as of June 29, 2012, are PrimaLoft, Inc., a Delaware corporation with a principal place of business at 1373 Broadway, Albany, NY 12204 (the "**Assignee**") and Albany International Corp., a Delaware corporation with a principal place of business at 216 Airport Drive, Rochester, New Hampshire 03867 ("**Assignor**").

WHEREAS, Assignor is the owner of (i) the trademarks identified in Exhibit A attached hereto (the "U.S. Trademarks"); (ii) the registrations of certain U.S. Trademarks with the United States Patent and Trademark Office (the "PTO"), which registrations are identified in Exhibit A attached hereto (the "U.S. Registrations"); (iii) the registration applications therefor filed with the PTO, which applications are identified in Exhibit A attached hereto (the "U.S. Applications"); (iv) the trademarks identified in Exhibit B attached hereto (the "Foreign Trademarks" and together with the U.S. Registrations, the "Trademarks"); (v) the registrations of certain Foreign Trademarks with the applicable governmental or regulatory authorities, agencies or offices of any other country ("Foreign Offices"), which registrations are identified in Exhibit B attached hereto (the "Foreign Registrations"); and (vi) the registration applications therefor filed with the PTO, which applications are identified in Exhibit B attached hereto (the "Foreign Applications" and together with the U.S. Registrations, the "Applications");

WHEREAS, the Assignor desires to assign the Trademarks (including the Registrations and the Applications) to the Assignee.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment. The Assignor hereby assigns and transfers unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with (a) the Registrations, (b) the Applications, (c) the goodwill of the business symbolized by and associated with the Trademarks, (d) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or such associated goodwill and (e) all benefit of the Trademarks.
- 2. Recordation. In order to record this Trademark Assignment with the PTO, the parties hereto shall execute this Trademark Assignment, and the Assignor shall execute the Recordation Form Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, Assignee shall record the executed Recordation Form Cover Sheet with the PTO, together with any Schedules and Exhibits thereto, including, but not limited to, this Trademark Assignment and Exhibit A hereto. In order to record this Trademark Assignment with the appropriate Foreign Offices, the parties hereto shall execute this Trademark Assignment and any other agreement, document or instrument of assignment necessary and appropriate to record this assignment effected hereby in any Foreign Office.
- 3. Further Assurances. The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary

A/74971735.5

or appropriate with governmental or regulatory authorities, agencies or offices (in each case, domestic or foreign), such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Assignee may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the PTO and/or any Foreign Offices.

4. Power Of Attorney. The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including but not limited to the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO and Foreign Offices. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Assignee from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Assignee under this power of attorney (except for the Assignee's gross negligence or willful misconduct). This power of attorney shall be irrevocable.

This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

Α/74971735.5

IN WITNESS WHEREOF, the Assignor has executed and delivered this Trademark Assignment as an instrument under seal on this 21 day of Jung 2012.

ALBANY INTERNATIONAL CORP.

John Cozzolino Name:

Chief Financial Officer and Treasurer Title:

YORK STATE OF NEW HAMPSHIRE

COUNTY OF ALBANY

Before me, a Notary Public in and for said County and State, personally appeared John Cozzolino, who acknowledged that he/she is the duly authorized Chief Financial Officer and Treasurer of Albany International Corp. and that execution of the foregoing Trademark Assignment was his/her free act and deed, and who, being first duly sworn, affirmed that the statements contained therein are true.

Witness my hand and Notary Seal this 36 day of

Notary Public PHYLLIS L HORTON
Notary Public, State of New York
Printed Name: Qualified in Albany County
No. 01H06035871
Commission Expires January 10, 20 14

Signature page to Assignment of Trademarks

The foregoing assignment of said Trademarks by the Assignor to the Assignee is hereby accepted as of this 2894 day of Just, 2012.

PRIMALOFT, INC.

Name:

Eric R. Seward

Title:

President

STATE OF NEW YORK

COUNTY OF NEW YORK, ss.

Before me, a Notary Public in and for said County and State, personally appeared Eric R. Seward, who acknowledged that he/she is the duly authorized President of PrimaLoft, Inc. and that execution of the foregoing Trademark Assignment was his/her free act and deed, and who, being first duly sworn, affirmed that the statements contained therein are true.

Witness my hand and Notary Seaf this 28th day of June, 2012

Notary Public

Printed Name:

My Commission Expires:

JOHN C. SORENSEN Notary Public, State of New York No. 01SO4881109 Qualified in New York County Commission Expires December 29, 2014

Signature page to Assignment of Trademarks

TRADEMARK REEL: 005146 FRAME: 0259

Exhibit A

to Trademark Assignment

Registrations

United States Patent and Trademark Office

Trademark	Registration No.	Registration Date
PRIMALOFT (cl. 17, 22, 25) (6125)	1,849,912	8/16/94
PRIMADOWN (apparel, glove, footwear, sleeping bags, home furnishings) (Cl. 20, 24, 25)	4,006,803	8/2/11
The Luxury Down Alternative (tag line on Primaloft drop tag) (Cl. 20, 22, 24)	2,497,563	10/16/01
PRIMALOFT (HOME MARKET)	2444085	4/17/01
PRIMALOFT (grey surround LOGO) - home market - cls. 17, 20, 22, 24, 25	4124230	4/10/12

A/74971735.5

RECORDED: 10/25/2013

TRADEMARK REEL: 005146 FRAME: 0260