

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
Fiberweb, Inc.		12/20/2013	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA	
Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 25		
Property Type	Number	Word Mark
Registration Number:	2962402	BIOBARRIER
Registration Number:	3166702	ELIXIR
Serial Number:	85790605	FIBERWEB
Registration Number:	3410680	FIBERWEB
Registration Number:	2907112	FLEXTEX
Registration Number:	2153087	MASTERFLO
Registration Number:	2268451	MICROCELL
Registration Number:	1844113	QUALIFLO
Registration Number:	1871041	QUALIFLO
Registration Number:	3496807	QUIKTEAR
Registration Number:	0740087	REEMAY
Registration Number:	0739855	REEMAY
Serial Number:	85947422	REEMAY

OP \$640.00 2962402

Registration Number:	2913650	REEMAY ADVANTAGE
Registration Number:	2380016	STARWEB
Registration Number:	3383594	STORMWRAP
Registration Number:	3420112	SURROUND
Registration Number:	3862137	SURROUND
Registration Number:	1786167	SYNERGEX
Registration Number:	3817697	TEKTON
Serial Number:	85935347	TEKTON
Registration Number:	1689094	THE SILENT GARDNER
Registration Number:	1704986	TYPAR
Serial Number:	85934979	TYPAR
Registration Number:	1524559	TYPAR HOUSEWRAP

CORRESPONDENCE DATA

Fax Number:

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

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Michael Barys TR/
Date:	12/23/2013

Total Attachments: 7

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Trademark Security Agreement, dated as of December 20, 2013, by FIBERWEB, INC., a corporation formed under the laws of South Carolina (the “Grantor”), in favor of WILMINGTON TRUST COMPANY, in its capacity as Collateral Agent under the Collateral Agency Agreement and the Security Agreement (each as defined below) (in such capacity, the “Grantee”).

W I T N E S S E T H :

WHEREAS, the Grantor is party to a Security Agreement, dated as of January 28, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and an Intercreditor and Collateral Agency Agreement, dated as of January 28, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agency Agreement”), each in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that any United States Trademark, applications filed in the United States Patent and Trademark Office on the basis of the Grantor’s “intent-to-use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, as prepared by and at the cost of the Grantor, releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FIBERWEB, INC.

By: 
Name: Daniel L. Rikard
Title: Secretary

Accepted and Agreed:

WILMINGTON TRUST COMPANY,
as Collateral Agent and Grantee

By:  _____



Name:

Title:

Joshua C. Jones
Financial Services Officer

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Trademark	Application No. and Filing Date	Registration No. and Date
Fiberweb, Inc.	BIOBARRIER	78363167 5-Feb-04	2962402 14-Jun-05
Fiberweb, Inc.	ELIXIR	78662514 1-Jul-05	3166702 31-Oct-06
Fiberweb, Inc.	FIBERWEB <i>fiberweb</i>	85790605 29-Nov-12	
Fiberweb, Inc.	FIBERWEB	78815111 15-Feb-06	3410680 8-Apr-08
Fiberweb, Inc.	FLEXTEX & Design 	76531956 14-Jul-03	2907112 30-Nov-04
Fiberweb, Inc.	MASTERFLO	75173044 27-Sep-96	2153087 21-Apr-98
Fiberweb, Inc.	MICROCELL	75412806 31-Dec-97	2268451 10-Aug-99
Fiberweb, Inc.	QUALIFLO	74391703 17-May-93	1844113 12-Jul-94
Fiberweb, Inc.	QUALIFLO (Stylized) 	74473801 21-Dec-93	1871041 3-Jan-95
Fiberweb, Inc.	QUICKTEAR	77252092 10-Aug-07	3496807 2-Sep-08
Fiberweb, Inc.	REEMAY	72131481 7-Nov-61	740087 30-Oct-62
Fiberweb, Inc.	REEMAY	72131480 7-Nov-61	739855 30-Oct-62
Fiberweb, Inc.	REEMAY & design 	85947422 31-May-13	
Fiberweb, Inc.	REEMAY ADVANTAGE	76489112 10-Feb-03	2913650 21-Dec-04
Fiberweb, Inc.	STARWEB	75565136 6-Oct-98	2380016 22-Aug-00
Fiberweb, Inc.	STORMWRAP	78758033 21-Nov-05	3383594 12-Feb-08
Fiberweb, Inc.	SURROUND	78717243 21-Sep-05	3420112 29-Apr-08
Fiberweb, Inc.	SURROUND	77980214 22-Jul-09	3862137 12-Oct-10
Fiberweb, Inc.	SYNERGEX	74203480 16-Sep-91	1786167 3-Aug-93

Fiberweb, Inc.	TEKTON	77881152 25-Nov-09	3817697 13-Jul-10
Fiberweb, Inc.	TEKTON & design 	85935347 17-May-13	
Fiberweb, Inc.	THE SILENT GARDNER	74135874 4-Feb-91	1689094 26-May-92
Fiberweb, Inc.	TYPAR	74206636 25-Sep-91	1704986 4-Aug-92
Fiberweb, Inc.	TYPAR & design 	85934979 17-May-13	
Fiberweb, Inc.	TYPAR HOUSEWRAP & Design 	73695878 16-Nov-87	1524559 14-Feb-89