

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Fibers, Inc.		01/31/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	a societe anonyme: FRANCE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3068979	REVOLVE	
Registration Number:	3199592	SILKWORKS	
Registration Number:	2401389	UNIVERSAL COLOR	
Registration Number:	3592698	EARTHSMART TECHNOLOGY	
Registration Number:	3512422	HELIX	
Registration Number:	3504472	UNIVERSAL FIBERS	
Registration Number:	3860178	EARTHSMART	
Registration Number:	3592816	REFRESH FIBER	
Serial Number:	86118721	EVERY MINUTE MATTERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		

OP \$240.00 3068979

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049018-0023
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/05/2014

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this **“Grant of Trademark Security Interest”**) is made as of January 31, 2014, by UNIVERSAL FIBERS, INC., a Virginia corporation, (**“Grantor”**), in favor of BNP PARIBAS, as Administrative Agent for the Lenders (in such capacity, **“Secured Party”**). Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Universal Fiber Systems, LLC, a Delaware limited liability company (**“Company”**), has entered into a Credit Agreement, dated as of January 31, 2014 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **“Credit Agreement”**), with the financial institutions from time to time party thereto, as lenders (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the **“Lenders”**), and BNP Paribas, as Administrative Agent for the Lenders, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **“Lender Swap Agreements”**) with Swap Counterparties; and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty, dated as of January 31, 2014 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Guaranty”**), in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of January 31, 2014 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Security Agreement”**), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following (including rights pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use), in each case

whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States (collectively, the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary contained in clauses (i) and (ii) above, the security interest created by this Grant of Trademark Security Interest shall not extent to intent-to-use Trademark applications unless and until evidence of the use of such Trademark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

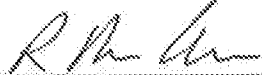
This Grant of Trademark Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may

execute this Grant of Trademark Security Interest by signing and delivering one or more counterparts.

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

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

UNIVERSAL FIBERS, INC.

By: 
Name: R. Marcus Ammon
Title: CEO

Grant of Trademark Security Interest

TRADEMARK
REEL: 005209 FRAME: 0717

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

U.S. Trademark Registrations and Pending Applications

1	Regn #: Mark: Owner:	3068979 Revolve Universal Fibers, Inc.	Reg. Dt:	03/14/2006
2	Regn #: Mark: Owner:	3199592 Silkworks Universal Fibers, Inc.	Reg. Dt:	1/16/2007
3	Regn #: Mark: Owner:	2401389 Universal Color Universal Fibers, Inc.	Reg. Dt:	11/07/2000
4	Regn #: Mark: Owner:	3592698 EarthSmart Technology Universal Fibers, Inc.	Reg. Dt:	03/17/2009
5	Regn #: Mark: Owner:	3512422 Helix Universal Fibers, Inc.	Reg. Dt:	10/07/2008
6	Regn #: Mark: Owner:	3504472 Universal Fibers (with design) Universal Fibers, Inc.	Reg. Dt:	09/23/2008
7	Regn#: Mark: Owner:	3860178 EARTHSMART (with design) Universal Fibers, Inc.	Reg. Dt.	10/12/2010
8	Regn #: Mark: Owner:	3592816 REFRESH FIBER Universal Fibers, Inc.	Reg. Dt:	03/17/2009
9	Serial #: Mark: Owner:	85/748012 ENTREX Universal Fibers, Inc.	Filing Dt:	10/08/2012
10	Serial #: Mark: Owner:	86/118721 EVERY MINUTE MATTERS (sm) Universal Fibers, Inc.	Filing Dt:	11/14/2013
11	Serial #: Mark: Owner:	85/943712 INTRAFLEX Universal Fibers, Inc.	Filing Dt:	05/28/2013
12	Serial #: Mark: Owner:	85/748024 REVEAL Universal Fibers, Inc.	Filing Dt:	10/08/2012
13	Serial #: Mark: Owner:	86/149458 RISE Universal Fibers, Inc.	Filing Dt:	12/20/2013
14	Serial #: Mark: Owner:	86/164166 PRESTIVA Universal Fibers, Inc.	Filing Dt:	01/13/2014
15	Regn #: Mark: Owner:	3276326 SORONA E.I. du Pont de Nemours	Reg. Dt:	08/07/2007 (licensed to Premiere Fibers, Inc. and Universal Fibers, Inc.)