900285499 04/08/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM300691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Celgard, LLC	FORMERLY Celgard, Inc.	04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 S. Tryon Street
Internal Address:	NC1-002-15-36
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0896258	CELGARD
Registration Number:	1177335	CELGARD
Registration Number:	1372537	CELGARD
Registration Number:	1646734	LIQUI-CEL
Registration Number:	1698911	LIQUI-CEL
Registration Number:	3013653	MICROLON
Registration Number:	3386987	MICROMODULE
Registration Number:	2612130	MINIMODULE
Registration Number:	2538306	SUPERPHOBIC
Registration Number:	3573170	ULTRAFLUX
Serial Number:	85829752	BLUETEK

CORRESPONDENCE DATA

Fax Number: 7044448857

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

US Mail.

Phone: 7043432104

Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: McGuireWoods LLP TRADEMARK

900205499 REEL: 005255 FRAME: 0355

	N. Tryon Street, Suite 3000 urlotte, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	4452178-3915
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	04/08/2014
Total Attachments: 5 source=Polypore Trademark Security Agreement#page1.tif source=Polypore Trademark Security Agreement#page2.tif	
source=Polypore Trademark Security Agreement#page3.tif source=Polypore Trademark Security Agreement#page4.tif	

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of April 8, 2014, by and among POLYPORE INTERNATIONAL, INC., a Delaware corporation (the "Borrower"), EACH SUBSIDIARY OF THE BORROWER PARTY HERETO (together with the Borrower, collectively, the "Grantors" and each, a "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders from time to time party thereto, the L/C Issuers and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), among the Grantors, certain other Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Guaranteed and Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, a continuing security interest in any and all right, title and interest of such Grantor in and to all Trademarks (other than Excluded Assets) of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Trademarks described on Schedule 1 hereto.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Upon the termination of the Guarantee and Collateral Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties have duly executed this Trademark Security Agreement on the day and year first written above.

GRANTORS:

POLY	PORE	INTER	IATIOI	NAL.	INC.

By: Name: Lynn Athos

Title: Chief Financial Officer, Treasurer

and Secretary

CELGARD, LLC

By: Polypore International, Inc.,

its Sole Member

Name. Lynn Amos

Title: Chief Financial Officer, Treasurer

and Secretary

DARAMIC ACQUISITION CORPORATION

Title: Chief Financial Officer and Secretary

DARAMIC ASIA, INC.

Ву:____

Name: Lynn Ainos

Title: Executive Vice President, Chief Financial

Officer, Treasurer and Secretary

DARAMIC INTERNATIONAL, INC.

By:_____

Name: Lynn Amos

Title: Executive Vice President, Chief Financial

Officer, Treasurer and Secretary

DARAMIC, LLC

By: Polypore International, Inc.,

its Sole Member

Name: Lynn Amos

Title: Chief Financial Officer, Treasurer

and Secretary

Trademark Security Agreement Signature Page Acknowledged and accepted:

BANK OF AMERICA, N.A.,

as Administrative Agent

Name: Darleen R. Parmelee

Title: Vice President

Trademark Security Agreement Signature Page

SCHEDULE 1

TRADEMARKS

CELGARD, LLC (f/k/a CELGARD, INC.)

U.S. Trademarks

Mark	Application No. Filing Date	Reg. No. Registration Date
CELGARD	72/338537	896258
	09/22/69	08/11/70
CELGARD	73/283821	1177335
	10/29/80	11/10/81
CELGARD & DESIGN	73/521840	1372537
	02/11/85	11/26/85
LIQUI-CEL	74/075993	1646734
•	. 07/06/89	06/04/91
LIQUI-CEL (STYLIZED)	74/192535	1698911
	08/07/91	07/07/92
MICROLON	76/567631	3013653
	12/29/03	11/08/05
MICROMODULE	78/973071	3386987
	09/13/06	02/19/08
MINIMODULE	76/224047	2612130
,	03/13/01	08/27/02
SUPERPHOBIC	76/295626	2538306
	08/06/01	02/12/02
ULTRAFLUX	77/126834	3573170
	03/09/07	02/10/09
BLUETEK		85829752
		01/23/13

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DARAMIC, LLC (f/k/a DARAMIC, INC.)

U.S. Trademarks

Mark	Application No. Filing Date	Reg. No. Registration Date
DARAK	71/609677	550058
	02/01/51	10/23/51
DARAMIC	72/374824	925419
	10/30/70	12/14/71
DARAMIC (STYLIZED)	75/346372	2190924
	08/25/97	09/22/98
DARAMIC and DESIGN	75/346470	2190928
	08/25/97	09/22/98
DURALIFE	76/348597	2778406
	12/13/01	10/28/03
POWERSEP	74/112200	1662290
	11/05/90	10/29/91
DURALIFE TECHNOLOGY	85957341	
INSTALLED	06/12/13	

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RECORDED: 04/08/2014

TRADEMARK
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