

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guilford Mills, Inc.		11/14/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1384359	CANCEL STAT	
<b>Registration Number:</b>	1372653	DECO PLEAT	
<b>Registration Number:</b>	1125996	DESIREE	
<b>Registration Number:</b>	1880665	EN GARDE	
<b>Registration Number:</b>	3884045	EVOTEX	
<b>Serial Number:</b>	86242454	GUILFORD PERFORMANCE TEXTILES	
<b>Serial Number:</b>	86021234	GUILFORD	
<b>Registration Number:</b>	3051932	GUILFORD'S ELOQUENCE	
<b>Registration Number:</b>	3077998	GUILFORD'S WINTERSCAPES FLEECE COLLECTIO	
<b>Registration Number:</b>	901859	INTIMA	
<b>Registration Number:</b>	1857010	INTROTEX	
<b>Registration Number:</b>	1599657	SHEER SILVER	
<b>Registration Number:</b>	1886095	ULTRILURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-2895		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Samantha J. Himelman, Esq.		
<b>TRADEMARK</b>			

CH \$340.00 1384359

**Address Line 1:** Simpson Thacher & Bartlett LLP  
**Address Line 2:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/0024

**NAME OF SUBMITTER:** Samantha J. Himelman

**SIGNATURE:** /sjh/

**DATE SIGNED:** 12/22/2014

**Total Attachments: 4**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of November 14, 2014 is made by Guilford Mills, Inc., a Delaware corporation, located at 21557 Telegraph Road, Southfield, MI 48033 (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 1111 Fannin Street, Floor 10, Houston, Texas 77002, as Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Credit Agreement, dated as of November 14, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Lear Corporation, a Delaware corporation and parent of Grantor (“Borrower”), the Foreign Subsidiary Borrowers, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower and Foreign Subsidiary Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Grantor and certain other subsidiaries of Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of November 14, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This 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. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GUILFORD MILLS, INC.

By:   
Name: Shari L. Burgess  
Title: Vice President and Treasurer

[Signature Page to Trademark Grant -- Guilford Mills]

**TRADEMARK**  
**REEL: 005425 FRAME: 0296**

**SCHEDULE**  
**GUILFORD MILLS, INC. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**  
U.S. Trademark Filing

Country	Title	Status	Registration No.	Application No.	Owner
USA	CANCEL STAT trademark	Registered	1384359	73/553295	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	DECO PLEAT trademark	Registered	1372653	73/482828	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	DESIREE trademark	Registered	1125996	73/175949	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	EN GARDE trademark	Registered	1880665	74/494891	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	EVOTEX trademark	Registered	3884045	77/829407	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	GUILFORD PERFORMANCE TEXTILES (stylized letters)	Pending		86242454	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	GUILFORD trademark	Pending		86/021234	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	GUILFORD'S ELOQUENCE trademark	Registered	3051932	76/020229	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	GUILFORD'S WINTERSCAPES FLEECE COLLECTION trademark	Registered	3077998	75/610904	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	INTIMA trademark	Registered	901859	72/344186	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	INTROTEX trademark	Registered	1857010	74/415878	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	SHEER SILVER trademark	Registered	1599657	73/783232	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)
USA	ULTRILURE trademark	Registered	1886095	74/494892	GFD Fabrics, Inc. (merged into Guilford Mills, Inc.)