TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PREMIERE FIBERS, INC.		10/02/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	BNP PARIBAS as Collateral Agent
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3807819	ECO INNOVATION FIBER
Registration Number:	3618724	PREMIERE FIBERS
Registration Number:	3815177	HEALTH SURE
Registration Number:	3862219	FLAME REPEL

CH $115.00 3807819

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Sonakshi Jha
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166-4193

ATTORNEY DOCKET NUMBER:	86700.62
NAME OF SUBMITTER:	Sonakshi Jha
SIGNATURE:	/Sonakshi Jha by trademarkny/
DATE SIGNED:	10/02/2015

Total Attachments: 5
source=UFS - First Lien Grant of Security Interest in Trademarks (PFI)(Executed #page1.tif
source=UFS - First Lien Grant of Security Interest in Trademarks (PFI)(Executed #page2.tif
source=UFS - First Lien Grant of Security Interest in Trademarks (PFI)(Executed #page3.tif
source=UFS - First Lien Grant of Security Interest in Trademarks (PFI)(Executed #page4.tif
source=UFS - First Lien Grant of Security Interest in Trademarks (PFI)(Executed #page5.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of October 2, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this "Agreement"), is made by the entity identified as the grantor on the signature page hereto (the "Grantor") in favor of BNP Paribas, as collateral agent, (the "Collateral Agent").

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the First Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Collateral Agent, dated as of October 2, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement").

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent 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

SECTION 2.1. The Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to the Grantor's use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof include, any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of the Grantor's "intent to use" such Trademarks or service marks applications

TRADEMARK
REEL: 005636 FRAME: 0431

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(solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" application or any registration that issues from such "intent to use" application under applicable federal law) whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Security Agreement.

This Agreement has been executed in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed by facsimile or other electronic imaging transmission and in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

TRADEMARK
REEL: 005636 FRAME: 0432

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first set forth above.

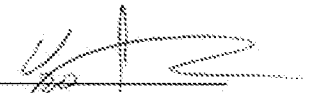
PREMIERE FIBERS, INC., as Grantor

By: _____

Name: Jeffrey A. Johnson

Title: Chief Financial Officer and Secretary

BNP PARIBAS, as Collateral Agent

By 
Name: Uzo Arinzeh
Title: Director

By
Name: Albert Arencibia
Title: Vice President

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	Filing Date/Issued Date	Status	Application/ Registration No.
Eco Innovation Fiber	06/22/2010	OWNED	3807819
Premiere Fibers	05/12/2009	OWNED	3618724
Health Sure	07/06/2010	OWNED	3815177
FLAME REPEL	10/12/2010	OWNED	3862219