

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPS Industries Holdings LLC		08/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
International Fabrics, Inc.		08/31/2015	CORPORATION: DELAWARE
JPS Auto Inc.		08/31/2015	CORPORATION: DELAWARE
JPS Carpet Corp.		08/31/2015	CORPORATION: DELAWARE
JPS Composite Materials Corp.		08/31/2015	CORPORATION: DELAWARE
JPS Elastomerics Corp.		08/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0774815	TEMP-MAT	
Registration Number:	0794137	ASTROQUARTZ	
Registration Number:	1362001	ASTROQUARTZ II	
Registration Number:	1680432	ASTROQUARTZ III	
Registration Number:	1674290	CONFORM FABRICS	
Registration Number:	1711770	TRITEMP	
Registration Number:	1750180	ACID GARD	
Registration Number:	2848262	APS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			
TRADEMARK			

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Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01923
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/13/2015

Total Attachments: 16

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”), dated as of August 31, 2015 is entered into by and among JPS Industries Holdings LLC, a Delaware limited liability company, JPS Composite Materials Corp., a Delaware corporation, JPS Elastomerics Corp., a Delaware corporation, International Fabrics, Inc., a Delaware corporation, JPS Carpet Corp., a Delaware corporation, and JPS Auto Inc. a Delaware corporation (collectively, the “Pledgors” and each a “Pledgor”) and PNC Bank, National Association (“PNC”), as collateral agent for the Secured Parties referred to below and the other Secured Parties (PNC in such capacity, the “Collateral Agent”).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Amended Credit Agreement”) dated as of August 29, 2014 and that certain Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) dated November 8, 2012 by and among Handy & Harman Group Ltd., as borrower (“Borrower”), the Pledgors, the Guarantors party thereto, the Collateral Agent and the other parties party thereto, the Pledgors have agreed, among other things, to grant a security interest to the Collateral Agent for the benefit of the Secured Parties (as defined in the Amended Credit Agreement) in certain patents, trademarks, copyrights and other intellectual property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Amended Credit Agreement or the Security Agreement, as applicable, and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Amended Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Code (as defined in the Security Agreement).

(b) “Copyrights” shall mean, collectively, with respect to each Pledgor, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications made by such Pledgor, in each case, whether now owned or hereafter created or acquired by or assigned to such Pledgor, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor’s use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments

thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

(c) "Intellectual Property Licenses" shall mean, collectively, with respect to each Pledgor, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark or Copyright or any other patent, trademark or copyright, whether such Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights or any other patent, trademark or copyright.

(d) "Patents" shall mean, collectively, with respect to each Pledgor, all patents issued or assigned to, and all patent applications and registrations made by, such Pledgor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

(e) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all Patents, Trademarks, Copyrights and Intellectual Property Licenses, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule B hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits) and the goodwill of the business to which any of the Trademarks relate.

(f) "Trademarks" shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks, (ii) reissues,

continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

2. (a) To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants, and conveys a security interest to Collateral Agent for the benefit of the Secured Parties in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights, wherever located and whether now existing or hereafter arising or acquired from time to time; provided that "Patents, Trademarks and Copyrights" shall not include, and the security interest created by this Agreement, shall not include any Excluded Property.

(b) Each Pledgor hereby authorizes the Collateral Agent to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country), including this Agreement, the Patent, Trademark and Copyright Security Agreement, or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Pledgor hereunder, without the signature of such Pledgor, and naming such Pledgor, as debtor, and the Collateral Agent, as secured party.

3. This Agreement supplements, but does not replace or extinguish the obligations evidenced by, any of the existing Intellectual Property Agreements set forth on Exhibit A attached hereto.

4. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may infringe, violate or conflict with the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks for so long as Pledgor offers such products as part of its regular business;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Collateral Agent;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Collateral Agent; and

(i) such Pledgor shall preserve its corporate existence and except as permitted by the Amended Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

5. On a continuing basis, each Pledgor shall, at its sole cost and expense, (i) promptly following its becoming aware thereof, notify the Collateral Agent of any adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the United States Patent and Trademark Office or the United States Copyright Office regarding any Patents, Trademarks and Copyrights, such Pledgor's right to register such Patents, Trademarks and Copyrights or its right to keep and maintain such registration in full force and effect, (ii) maintain all Patents, Trademarks and Copyrights as presently used and operated, unless Pledgor reasonably determines, in the general course of its business, to allow any such Patents, Trademarks or Copyrights to lapse or become abandoned, (iii) not permit to lapse or become abandoned any Patents, Trademarks and Copyrights, and not settle or compromise any pending or future litigation or administrative proceeding with respect to any such Patents, Trademarks and Copyrights, in either case except as shall be consistent with commercially reasonable business judgment, (iv) upon such Pledgor obtaining knowledge thereof, promptly notify the Collateral Agent in writing of any event which may be reasonably expected to materially and adversely affect the value or utility of any Patents, Trademarks and Copyrights or the rights and remedies of the Collateral Agent in relation thereto including a levy or threat of levy or any legal process against any Patents, Trademarks and Copyrights, (v) not license any Patents, Trademarks and Copyrights other than licenses entered into by such Pledgor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that materially and adversely affects the right to receive payments thereunder, or in any manner that would materially impair the value of any Patents, Trademarks and Copyrights or the Lien on and security interest in the Patents, Trademarks and Copyrights created therein hereby, without the consent of the Collateral Agent, (vi) keep commercially reasonable records respecting all Patents, Trademarks and Copyrights and (vii) furnish to the Collateral Agent from time to time upon the Collateral Agent's request therefor reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to any Intellectual Property Collateral as the Collateral Agent may from time to time request.

6. Each of the obligations of each Pledgor under this Agreement is joint and several.

The Collateral Agent and the other Secured Parties may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Collateral Agent and the other Secured Parties, or any of them, shall not be a defense to any action the Collateral Agent and the other Secured Parties, or any of them, may elect to take against any Pledgor. Each of the Secured Parties hereby reserve all right against each Pledgor.

7. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Collateral Agent's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Collateral Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

8. If, before the Secured Obligations shall have been indefeasibly satisfied in full and the Commitments have terminated and the Letters of Credit have expired, any Pledgor shall at any time after the date hereof (i) obtain any rights to any additional Patents, Trademarks and Copyrights or (ii) become entitled to the benefit of any additional Patents, Trademarks and Copyrights or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patents, Trademarks and Copyrights, or any improvement on any Patents, Trademarks and Copyrights, or if any intent-to use trademark application is no longer subject to clause (4) of the definition of Excluded Property (as defined in the Security Agreement), the provisions hereof shall automatically apply thereto and any such item enumerated in the preceding clause (i) or (ii) shall automatically constitute Patents, Trademarks and Copyrights as if such would have constituted Patents, Trademarks and Copyrights at the time of execution hereof and be subject to the Lien and security interest created by this Agreement without further action by any party. Each Pledgor shall promptly (and in any event within 30 days) provide to the Collateral Agent written notice of any of the foregoing and confirm the attachment of the Lien and security interest created by this Agreement to any rights described in clauses (i) and (ii) above by execution of an instrument in form reasonably acceptable to the Collateral Agent and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Collateral Agent's security interest in such Intellectual Property Collateral. Each Pledgor and the Collateral Agent agree, and each Pledgor authorizes the Collateral Agent, to modify this Agreement by amending Schedule B to include any such new Patent, Trademark or Copyright of such Pledgor acquired or arising after the date hereof and the provisions of this Agreement shall apply thereto.

9. The Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Amended Credit Agreement and the Security Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the

foregoing, if an Event of Default has occurred and is continuing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Collateral Agent shall designate by notice to the Pledgors, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations in accordance with Section 9.2.4 [Application of Proceeds] of the Amended Credit Agreement. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

10. If any Event of Default shall have occurred and be continuing, each Pledgor hereby grants to the Collateral Agent, to the extent assignable, an irrevocable, non-exclusive license to use, assign, license or sublicense any of the Patents, Trademarks and Copyrights now owned or hereafter acquired by such Pledgor, wherever the same may be located. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof. Each Pledgor further hereby authorizes and empowers the Collateral Agent to make, constitute and appoint any officer or agent of the Collateral Agent, as the Collateral Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

11. At such time as Pledgors shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and the Collateral Agent shall execute and deliver to Pledgors (solely at the expense and cost of the Pledgors and upon their reasonable request) all deeds, assignments and other instruments as may be reasonably necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Collateral Agent pursuant hereto.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors as set forth in Section 11.3 [Expenses, Etc.] in the Amended Credit Agreement.

13. Pledgors shall have the duty, if commercially reasonable, to prosecute any applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees, whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so). Any expenses incurred in connection with such an application shall be borne by Pledgors. Unless it is commercially reasonable to do so, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Collateral Agent, which shall not be unreasonably withheld.

14. Unless there shall occur and be continuing any Event of Default, each Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit, and to join the Collateral Agent, if necessary, as a party to such suit so long as the Collateral Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder, and at the sole cost and expense of such Pledgor, such applications for protection of the Patents, Trademarks and Copyrights and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Patents, Trademarks and Copyrights. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent shall have the right but shall in no way be obligated to file applications for protection of the Patents, Trademarks and Copyrights and/or bring suit in the name of any Pledgor, the Collateral Agent or the other Secured Parties to enforce the Patents, Trademarks and Copyrights and any license thereunder. In the event of such suit, each Pledgor shall, at the reasonable request of the Collateral Agent, do any and all lawful acts and execute any and all documents requested by the Collateral Agent in aid of such enforcement and the Pledgors shall promptly reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Collateral Agent in the exercise of its rights or joinder by such Pledgor under this Section 14 in accordance with Section 11.3 [Expenses, Etc.] of the Amended Credit Agreement. In the event that the Collateral Agent shall elect not to bring suit to enforce the Patents, Trademarks and Copyrights, each Pledgor agrees, at the reasonable request of the Collateral Agent, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement,

counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Patents, Trademarks and Copyrights by any person.

15. No course of dealing between each Pledgor and the Collateral Agent, nor any failure to exercise nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Amended Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of the Collateral Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Amended Credit Agreement, Security Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgors may not assign or transfer any of their rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

20. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to its conflicts of law principles.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON

THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER, THE ISSUING LENDER OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE PLEDGORS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT TO ASSERT ANY SUCH DEFENSE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 24. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

22. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a facsimile or other electronic transmission to the Collateral Agent of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

23. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, COLLATERAL AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 23.

24. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall

be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communications] of the Amended Credit Agreement.

25. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Collateral Agent hereunder and under the other Loan Documents, because the Collateral Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Collateral Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Collateral Agent its attorney-in-fact, and (v) to enforce the Collateral Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

JPS INDUSTRIES HOLDINGS LLC
JPS COMPOSITE MATERIALS CORP.
JPS ELASTOMERICS CORP.
INTERNATIONAL FABRICS, INC.
JPS CARPET CORP.
JPS AUTO INC.

By: 

Name: James F. McCabe, Jr.
Title: Senior Vice President

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: Bryan Flory
Title: Assistant Vice President

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT]

TRADEMARK
REEL: 005667 FRAME: 0960

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

JPS INDUSTRIES HOLDINGS LLC
JPS COMPOSITE MATERIALS CORP.
JPS ELASTOMERICS CORP.
INTERNATIONAL FABRICS, INC.
JPS CARPET CORP.
JPS AUTO INC.

By: _____
Name: James F. McCabe, Jr.
Title: Senior Vice President

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Bryan Flory
Title: Assistant Vice President

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT]

TRADEMARK
REEL: 005667 FRAME: 0961

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

EXISTING INTELLECTUAL PROPERTY AGREEMENTS

1. Patent, Trademark and Copyright Security Agreement dated November 8, 2012, by and between Borrower and Guarantors, as pledgors, and PNC, as Collateral Agent, as amended, restated, replaced, supplemented or otherwise modified from time to time.

2. Patent, Trademark and Copyright Security Agreement dated April 26, 2013, by and between Lucas-Milhaupt Warwick LLC and OMG Roofing, Inc., as pledgors, and PNC, as Collateral Agent, as amended, restated, replaced, supplemented or otherwise modified from time to time.

3. Patent, Trademark and Copyright Security Agreement dated November 21, 2013, by and between PAM Fastening Technology, Inc., as pledgor, and PNC, as Collateral Agent, as amended, restated, replaced, supplemented or otherwise modified from time to time.

4. Patent, Trademark and Copyright Security Agreement, dated May 15, 2014, by and between Handy & Harman Holding Corporation, as pledgor, and PNC, as Collateral Agent, as amended, restated, replaced, supplemented or otherwise modified from time to time.

5. Patent, Trademark and Copyright Security Agreement, dated as of November 13, 2014 by and among Arlon LLC, Handy & Harman, HandyTube Corporation, Kasco Corporation, Lucas-Milhaupt, Inc., OMG, Inc. and PAM Fastening Technology, Inc., as pledgers, and PNC, as Collateral Agent, as amended, restated, supplemented, or otherwise modified from time to time.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
COPYRIGHTS AND INTELLECTUAL PROPERTY LICENSES

(see attached)

Patents and Trademarks

UNITED STATES PATENTS:

Registrations:

JPS COMPOSITE MATERIALS CORP.

Patent No.	Application No.	Title	Issue Date
6036735	09/040,124	FINISH FOR GLASS FABRIC	March 14, 2000
6168835	09/439,519	FINISH FOR GLASS FABRICS	January 2, 2001
6127035	09/204,510	LOW DIELECTRIC COMPOSITE FIBER AND FABRIC	October 3, 2000

Applications:

JPS COMPOSITE MATERIALS CORP.

Application No.	Title	Filing Date
13/159,576	MULTIAXIAL BALLISTIC FABRICS WITH TERMOPLASTIC YARNS	June 14, 2011
14/610,458	NANO-PARTICLE FINISH FOR MINERAL AND CARBON FIBERS AND FABRIC	January 30, 2015

OTHER PATENTS:

None.

Licenses:

None.

UNITED STATES TRADEMARKS:

Registrations:

JPS COMPOSITE MATERIALS CORP.

Mark	Registration	Registration Date
TEMP-MAT	0774815	August 11, 1964
ASTROQUARTZ	0794137	August 10, 1965
ASTROQUARTZ II	1362001	September 24, 1985
ASTROQUARTZ III	1680432	March 24, 1992
CONFORM FABRICS	1674290	February 4, 1992
TRITEMP	1711770	September 9, 1992
ACID GARD	1750180	February 2, 1993

JPS INDUSTRIES, INC.

Mark	Registration	Registration Date
APS	2848262	June 1, 2004

OTHER TRADEMARKS:

Registrations:

None.