

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DURAFIBER TECHNOLOGIES (DFT), INC.		12/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FSJC VIII, LLC		
Street Address:	1700 EAST PUTNAM AVENUE, SUITE 207		
City:	OLD GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2919780	SEAGARD	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	055048-0008		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	12/28/2015		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this “Trademark Security Agreement”) is made as of December 21, 2015, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each, individually, “Grantor”), and FSJC VIII, LLC as Agent (in such capacity, together with its successors and assigns in such capacity, “Agent”), for the benefit of the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, pursuant to that certain Amended and Restated Second Lien Loan Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) by and among DURAFIBER TECHNOLOGIES (DFT), INC., a Delaware corporation (“DFT”), DSE HOLDING CORP., a Delaware corporation (“DSE”), DURAFIBER TECHNOLOGIES (DFT) SCOTTSBORO, INC., a Delaware corporation (“Scottsboro”), DURAFIBER TECHNOLOGIES (DFT) WINFIELD, INC., a Delaware corporation (“Winfield”) and DURAFIBER TECHNOLOGIES (DFT) OPERATIONS, LLC, a Delaware limited liability company (“DFT Operations”; DFT, DSE, Scottsboro, Winfield and DFT Operations are collectively the “Borrowers” and each individually, a “Borrower”), DURAFIBER TECHNOLOGIES (DFT) HOLDINGS II, LLC, a Delaware limited liability company (“Holdings II”), DFT DURAFIBER TECHNOLOGIES HOLDINGS, INC., a Delaware corporation (“Holdings”), DURAFIBER TECHNOLOGIES (DFT) ENTERPRISES, INC., a Delaware corporation (“Enterprises”), DURAFIBER TECHNOLOGIES (DFT) GROUP, INC., a Delaware corporation (“Group”) and INA FIBERS HOLDING, LLC, a Delaware limited liability company (“INA”), (Holdings II, Holdings, Enterprises, Group and INA are collectively the “Guarantors” and each, individually, a “Guarantor”), the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Agent that certain Reaffirmation Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Reaffirmation Agreement”), and that certain Amendment and Supplement to Security Agreement and General Continuing Guaranty, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Amendment and Supplement”); and

WHEREAS, pursuant to the Security Agreement, dated as of August 10, 2011 (as amended, reaffirmed and supplemented by the Reaffirmation Agreement and the Amendment and Supplement, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantors are required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Reaffirmation Agreement or, if not defined therein, in the Loan Agreement.

2. Grant of Security Interest. Each Grantor does hereby grant to Agent a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

d) all products and proceeds of any of the foregoing.

3. Termination. This Trademark Security Agreement shall remain in effect until the payment in full in cash of all Secured Obligations and the termination of the Security Agreement in accordance with its terms and the terms of the Loan Agreement.

4. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Agent pursuant to the Reaffirmation Agreement. this Trademark Security Agreement shall in no way impair, restrict or otherwise limit Agent's and the other Secured Parties' respective rights and remedies with respect to the Trademark Collateral at any time granted pursuant to any other Collateral Document. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Reaffirmation Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Reaffirmation Agreement, the Loan Agreement and the other Loan Documents. The attached


Schedule 1 is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

[Signature Pages Follow]

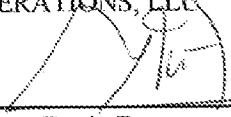
IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTORS:


DURAFIBER TECHNOLOGIES (DFT), INC.

By 
Name: Erwin Bette
Title: Chief Financial Officer

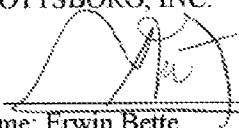
DURAFIBER TECHNOLOGIES (DFT)
OPERATIONS, LLC

By 
Name: Erwin Bette
Title: Chief Financial Officer

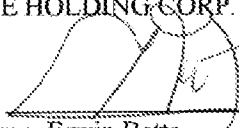
DURAFIBER TECHNOLOGIES (DFT) WINFIELD,
INC.

By 
Name: Erwin Bette
Title: Chief Financial Officer

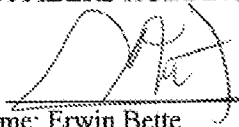
DURAFIBER TECHNOLOGIES (DFT)
SCOTTSBORO, INC.

By 
Name: Erwin Bette
Title: Chief Financial Officer

DSE HOLDING CORP.

By 
Name: Erwin Bette
Title: Chief Financial Officer

INA FIBERS HOLDING, LLC

By 
Name: Erwin Bette
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

DURAFIBER TECHNOLOGIES (DFT) GROUP, INC.

By 

Name: Erwin Bette

Title: Chief Financial Officer

DURAFIBER TECHNOLOGIES (DFT)
ENTERPRISES, INC.

By 

Name: Erwin Bette

Title: Chief Financial Officer

DFT DURAFIBER TECHNOLOGIES HOLDINGS,
INC.

By 

Name: Erwin Bette

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005698 FRAME: 0335

DURAFIBER TECHNOLOGIES (DFT) HOLDINGS II,
LLC


By 
Name: Erwin Bette
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005698 FRAME: 0336

AGENT:

FSJC VIII, LLC, as Agent

By:  _____

Name: Stephen J. Czech

Title: Executive Officer

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Name of Grantor	Trademark	Registration Number
DuraFiber Technologies (DFT) Operations, LLC	LOWIK	US – Reg. No. 3,059,642
DuraFiber Technologies (DFT), Inc.	SEAGARD	US – Reg. No. 2,919,780
DuraFiber Technologies (DFT), Inc.	SEAGARD	Malaysia – Reg. No. 04013997
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Malaysia – Reg. No. 04013996
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Singapore – Reg. No. T0414622E
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Singapore – Reg. No. T0414623C
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Thailand – Reg. No. TM220720
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Thailand – Reg. No. TM223204
DuraFiber Technologies (DFT), Inc. (Performance Fibers, Inc.)	DFT DURAFIBER TECHNOLOGIES	CTM – No. 13894639
DuraFiber Technologies (DFT), Inc. (Performance Fibers, Inc.)	DFT DURAFIBER TECHNOLOGIES	Germany –No. 3020150336955
DuraFiber Technologies (DFT), Inc. (Performance Fibers, Inc.)	SEAGARD	CTM – No. 4001731

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
DuraFiber Technologies (DFT), Inc.	DFT DURAFIBER TECHNOLOGIES	March 5, 2015	US – App. No. 86/554,778
DuraFiber Technologies (DFT), Inc. (Performance Fibers, Inc.)	DFT DURAFIBER TECHNOLOGIES		France – App. No. 154175758