

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC		01/15/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Gores Capital Partners II, L.P.		
Street Address:	9800 Wilshire Boulevard		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4136459	COSMO SPECIALTY FIBERS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	212.310.8104		
Email:	suzin.brockett@weil.com, justina.chen@weil.com		
Correspondent Name:	Justina Chen		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	39214.0003/SB FOR J. CHEN		
NAME OF SUBMITTER:	Justina Chen		
SIGNATURE:	/Justina Chen/		
DATE SIGNED:	01/15/2016		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment") is entered into as of January 15, 2016 (the "Effective Date") by and among (i) **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as the resigning Agent (as defined in the Credit Agreement referred to below) (the "Resigning Agent"), (ii) **GORES CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership, in its capacity as the successor Agent (the "Successor Agent"), (iii) the Lenders (as defined in the Credit Agreement referred to below) signatories hereto, (iv) **COSMOPOLIS HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), and (v) **COSMO SPECIALTY FIBERS, INC.**, a Delaware corporation ("Borrower").

WHEREAS, Parent, Borrower, certain lenders and the Resigning Agent entered into that certain Credit Agreement, dated as of June 30, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and Parent, Borrower and the Resigning Agent entered into that certain Security Agreement, dated as of June 30, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Credit Agreement or, if not defined therein, in the Security Agreement.

WHEREAS, pursuant to the Security Agreement, Parent, Borrower and Resigning Agent entered into that certain Trademark Security Agreement, dated as of June 30, 2011 (the "Trademark Security Agreement"), which was recorded with the Trademark Division of the United States Patent and Trademark Office on July 6, 2011 at Reel and Frame Number 004576/0530.

WHEREAS, pursuant to that certain Resignation of Agent and Successor Agent Agreement and Amendment Number Eleven to Credit Agreement, dated as of January 15, 2016, by and among the Resigning Agent, the Successor Agent, the Lenders signatories thereto, Parent and Borrower (the "Resignation of Agent and Successor Agent Agreement"), the Resigning Agent resigns as Agent and the Successor Agent accepts an appointment as the successor Agent in accordance with the Credit Agreement, and the Resigning Agent assigns the Loan Documents to the Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Resigning Agent, the Successor Agent, the Required Lenders, Parent and Borrower, intending to be bound, agree as follows:

1. The Resigning Agent hereby irrevocably assigns to the Successor Agent the Trademark Security Agreement and all the rights, powers, privileges and duties of the Resigning Agent under the Trademark Security Agreement, including, without limitation, (i) all rights, powers, privileges and duties with regard to the Liens granted under the Trademark Security Agreement (including, without limitation, all right, title and interest of the Resigning Agent in and to such Liens) and (ii) the Security Interest (as defined in the Trademark Security Agreement) in all of Parent's and Borrower's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) granted under the Trademark Security Agreement; provided that the Successor Agent does not assume any duties, obligations or liabilities as Agent for any period prior to the Eleventh Amendment Effective Date (as defined in the Resignation of Agent and Successor Agent Agreement), and the Successor Agent shall have no liabilities, duties or obligations in respect of any acts or omissions of the Resigning Agent.

2. Each Trademark for which Resigning Agent has obtained a Security Interest and recorded such Security Interest with the United States Patent and Trademark Office or other Governmental Authority as of the Effective Date is listed on Schedule 1 attached hereto.

3. This Assignment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Assignment. Delivery of an executed counterpart of this Assignment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Assignment. Any party delivering an executed counterpart of this Assignment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Assignment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Assignment.

4. In the event of any conflict or inconsistency between the provisions of the Resignation of Agent and Successor Agent Agreement and this Assignment, the provisions of the Resignation of Agent and Successor Agent Agreement shall control.

[Signature pages follow]

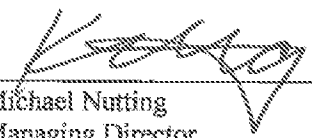
IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

SUCCESSOR AGENT AND LENDER:

GOES CAPITAL PARTNERS II, L.P.

By: Gores Capital Advisors II, LLC, its General Partner

By: The Gores Group, LLC, its Manager

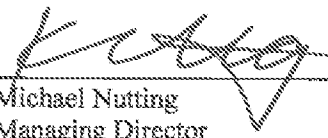
By: 
Name: Michael Nutting
Title: Managing Director

LENDER:

GOES CO-INVEST PARTNERSHIP II, L.P.

By: Gores Capital Advisors II, LLC, its General Partner

By: The Gores Group, LLC, its Manager

By: 
Name: Michael Nutting
Title: Managing Director

RESIGNING AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By: Amelia Yehros
Name: Amelia Yehros
Title: SVP

BORROWER:

COSMO SPECIALTY FIBERS, INC.

By: Regina Wyse
Name: REGIDA WYSE
Title: CFO

PARENT:

COSMOPOLIS HOLDINGS, LLC

By: _____
Name:
Title:

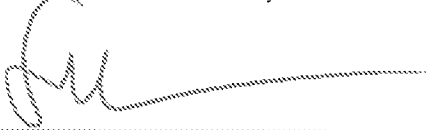
BORROWER:

COSMO SPECIALTY FIBERS, INC.

By: _____
Name:
Title:

PARENT:

COSMOPOLIS HOLDINGS, LLC

By:  _____
Name: Steven G. Eisner
Title: Vice President and Secretary

Schedule 1

Trademark Registrations/Applications

Grantor (as defined in the Trademark Security Agreement)	Country	Mark	Application No.	Application Date	Registration No.	Registration Date
Cosmo Specialty Fibers, Inc.	USA	COSMO SPECIALTY FIBERS	85-206,369	12/28/2010	4,136,459	05/01/2012

[SCHEDULE 1 TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]