

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375322

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOBBS BONDED FIBERS NA, LLC		03/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	111 LYON ST. NW, MD# RMOB2C		
<b>City:</b>	GRAND RAPIDS		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49503		
<b>Entity Type:</b>	BANKING CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2156494	DREAM COTTON	
<b>Registration Number:</b>	4869375	DREAM POLY	
<b>Registration Number:</b>	4763674	DREAM ORIENT	
<b>Registration Number:</b>	4780691	DREAM WOOL	
<b>Registration Number:</b>	4763673	DREAM BLEND	
<b>Registration Number:</b>	4763671	DREAM FUSION	
<b>Registration Number:</b>	4763672	DREAM ANGEL	
<b>Serial Number:</b>	86870551	DREAM BATTING	
<b>Serial Number:</b>	86428094	QUILTERS DREAM BATTING	
<b>Serial Number:</b>	86423550	DREAM GREEN	
<b>Serial Number:</b>	86423478	DREAM PUFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>	202-467-8800		
<b>Email:</b>	BEHOGUE@VORYS.COM		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		

CH \$290.00 2156494

**Address Line 2:** ATTN: TANYA MARIE CURCIO  
**Address Line 4:** COLUMBUS, OHIO 43216-2255

**ATTORNEY DOCKET NUMBER:** 05252-1084/0769/2156494

**NAME OF SUBMITTER:** Bernice Hogue

**SIGNATURE:** /bernice hogue/

**DATE SIGNED:** 03/02/2016

**Total Attachments: 5**

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**FIRST AMENDMENT  
TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this “Amendment”) is made and entered into as of March 1, 2016 (the “Effective Date”), by and between **HOBBS BONDED FIBERS NA, LLC**, a Delaware limited liability company, whose principal place of business and mailing address is 200 South Commerce Drive, Waco, Texas 76710 (“Debtor”), and **FIFTH THIRD BANK**, an Ohio banking corporation (“Lender”), for itself and as agent for each affiliate of Fifth Third Bancorp (in such capacities, collectively, “Secured Party”), and is as follows:

**Preliminary Statements**

**A.** Debtor and Lender are parties to that certain Credit Agreement dated as of August 21, 2015 (as amended by the First Amendment to Credit Agreement dated as of even date herewith (the “First Amendment”), and as further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”).

**B.** In connection with the Credit Agreement, Debtor executed and delivered to Lender that certain Trademark Security Agreement dated as of August 21, 2015 (the “Trademark Security Agreement”), which Trademark Security Agreement was recorded on August 28, 2015 in the United States Patent and Trademark Office, commencing at Reel No. 5608, Frame No. 0166. Capitalized terms used but not defined herein shall have the meanings provided in the Trademark Security Agreement.

**C.** In connection with the First Amendment, Debtor and Secured Party desire to amend the Trademark Security Agreement to include certain trademarks and trademark applications acquired by Debtor in connection with the Kelsul Acquisition (as defined in the Credit Agreement) as part of the Trademark Collateral.

**D.** It is a condition precedent to the effectiveness of the First Amendment and to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Debtor to Lender.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

**1. Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto constitutes, and shall be deemed to be, part of the “Trademark Collateral” and the “Trademarks”

(as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period set forth in the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are hereby ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations (as defined in the Credit Agreement), and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement, and any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles), except to the extent of other laws of mandatory application.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

**HOBBS BONDED FIBERS NA, LLC**

By:   
Lawrence Hobbs, Chief Executive Officer

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Andrew P. Hanson, Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT  
(HOBBS BONDED FIBERS)

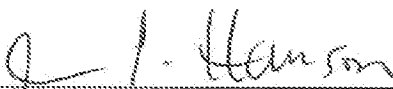
**TRADEMARK**  
**REEL: 005744 FRAME: 0327**

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

**HOBBS BONDED FIBERS NA, LLC**

By: \_\_\_\_\_  
Lawrence Hobbs, Chief Executive Officer

**FIFTH THIRD BANK**

By:  \_\_\_\_\_  
Andrew P. Hanson, Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT  
(HOBBS BONDED FIBERS)

**SUPPLEMENT TO SCHEDULE I**

**1. U.S. Federally Registered Trademarks and Trademark Applications – Owned by Kelsul, Inc.**

<b>Trademark</b>	<b>Serial No./ Reg. No.</b>	<b>Filing/Reg. Date</b>	<b>Unreleased Security Interest</b>
DREAM COTTON	2156494	May 12, 1998	None
DREAM POLY	4869375	December 15, 2015	None
DREAM BATTING	86/870551	January 9, 2016	None
*- QUILTERS DREAM BATTING	86/428094	October 20, 2014	None

\*- Application was abandoned because a Response to Office Action was not filed.

**2. U.S. Federally Registered Trademarks and Trademark Applications – Owned by Kathleen K. Thompson**

<b>Trademark</b>	<b>Serial No./ Reg. No.</b>	<b>Filing/Reg. Date</b>	<b>Unreleased Security Interest</b>
*- DREAM GREEN	86/423550	October 14, 2014	None
*- DREAM PUFF	86/423478	October 14, 2014	None
DREAM ORIENT	4763674	June 30, 2015	None
DREAM WOOL	4780691	July 28, 2015	None
DREAM BLEND	4763673	June 30, 2015	None
DREAM FUSION	4763671	June 30, 2015	None
DREAM ANGEL	4763672	June 30, 2015	None

\*- Applications for DREAM GREEN and DREAM PUFF are currently suspended.

**3. Common Law Marks – Owned by Kathleen K. Thompson**

<b>Trademark</b>
DREAM PINK

**4. Trade Names**

<b>Trade Name</b>
QUILTERS DREAM BATTING