

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FSJC VIII, LLC		02/26/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DFT2 Finance, LLC		
Street Address:	5200 Town Center Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3059642	LOWIK	
Registration Number:	2919780	SEAGARD	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5723		
Email:	carolyn.himmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	063264-0066		
NAME OF SUBMITTER:	Carolyn Himmelfarb		
SIGNATURE:	/Carolyn Himmelfarb/		
DATE SIGNED:	03/16/2016		
Total Attachments: 6			
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TRANSFER OF SECURITY INTEREST IN TRADEMARKS

This TRANSFER OF SECURITY INTEREST IN TRADEMARKS is made as of this 26th day of February, 2016, by FSJC VIII, LLC, a Delaware limited liability company, in its capacity as agent (“Predecessor Agent”) under the Security Agreement (as defined below) and the Trademark Security Agreement (as defined below), in favor of DFT2 Finance, LLC, a Delaware limited liability company (“Successor Agent”).

WHEREAS, the Grantors (as defined below) are party to that certain Security Agreement, dated as of August 10, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Security Agreement”), by and among DuraFiber Technologies, Inc., a Delaware corporation, DuraFiber Technologies (DFT) Operations, LLC, a Delaware limited liability company, DFT DuraFiber Technologies Holdings, Inc., a Delaware corporation, DSE Holding Corp., a Delaware corporation, DuraFiber Technologies (DFT) Scottsboro, Inc., a Delaware corporation, DuraFiber Technologies (DFT) Winfield Inc., a Delaware corporation, DuraFiber Technologies (DFT) Enterprises, Inc., a Delaware corporation, DuraFiber Technologies (DFT) Group, Inc., a Delaware corporation, DuraFiber Technologies (DFT) Holdings II, a Delaware limited liability company, and INA Fibers Holding, LLC, a Delaware limited liability company (collectively, the “Grantors”) and Predecessor Agent;

WHEREAS, the Security Agreement required the Grantors to execute and deliver to Predecessor Agent that certain Trademark Security Agreement, dated as of December 21, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Trademark Security Agreement”); capitalized terms used but not

otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement) by and among Predecessor Agent and the Grantors;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantors granted Predecessor Agent a continuing security interest in the Trademark Collateral; and

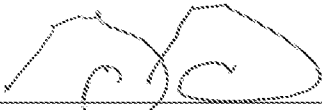
WHEREAS, Predecessor Agent and Successor Agent have entered into that certain Agency Transfer Agreement, dated as of February 26, 2016, pursuant to which Predecessor Agent has resigned as Agent under the Assigned Agreements (as defined therein), including, without limitation, the Security Agreement and the Trademark Security Agreement, and Successor Agent has been appointed as Agent under the Assigned Agreements.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Predecessor Agent hereby unconditionally and expressly conveys, assigns and transfers to Successor Agent its liens on and security interests in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A attached hereto and made part hereof, which liens and security interests were established under and pursuant to the Trademark Security Agreement executed by the Loan Parties in favor of Predecessor Agent on the Closing Date and recorded with the United States Patent and Trademark Office on December 28, 2015 at Reel/Frame Nos. 5698/0271 and 5698/0329; provided, however, that such assignment is made without recourse and without representation or warranty of any nature whatsoever.

[signature page follows]

IN WITNESS WHEREOF, Predecessor Agent has caused this Transfer of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

FSJC VIII, LLC, a Delaware limited liability company, as Predecessor Agent

By: 
Name: ~~Stephen J. Czech~~ **Glen Griffin**
Title: ~~Executive Officer~~ **Senior VP / Treasurer**

Acknowledged and agreed to as of the date hereof:

DFT2 FINANCE, LLC, a Delaware limited liability company, as Successor Agent

By: _____
Name: Michael J. McConvery
Title: Vice President and Assistant Secretary

[Signature page to Transfer of Security Interest in Trademarks]


IN WITNESS HEREOF, Predecessor Agent has caused this Transfer of Security Interest in Patents to be duly executed by its duly authorized officer as of the day and year first above written.

FSJC VIII, LLC, a Delaware limited liability company, as Predecessor Agent

By: _____
Name: _____
Title: _____

Acknowledged and agreed to as of the date hereof:

DFT2 FINANCE, LLC, a Delaware limited liability company, as Successor Agent

By: 
Name: Michael J. McConvery
Title: Vice President and Assistant Secretary

[Signature page to Transfer of Security Interest in Trademarks]

**SCHEDULE A
TO
TRANSFER OF SECURITY INTEREST IN TRADEMARKS

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