

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOBBS BONDED FIBERS NA, LLC		03/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IRONWOOD MEZZANINE FUND III-A LP, AS COLLATERAL AGENT		
Street Address:	45 Nod Road		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2156494	DREAM COTTON	
Registration Number:	4869375	DREAM POLY	
Serial Number:	86870551	DREAM BATTING	
Serial Number:	86428094	QUILTERS DREAM BATTING	
Serial Number:	86423550	DREAM GREEN	
Serial Number:	86423478	DREAM PUFF	
Registration Number:	4763674	DREAM ORIENT	
Registration Number:	4780691	DREAM WOOL	
Registration Number:	4763673	DREAM BLEND	
Registration Number:	4763671	DREAM FUSION	
Registration Number:	4763672	DREAM ANGEL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	860-509-5347		
Email:	cguilmette@uks.com		
Correspondent Name:	Daniel P. Ryan		
Address Line 1:	100 Pearl Street		

OP \$290.00 2156494

Address Line 2: Updike, Kelly & Spellacy, P.C.
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: CHRISTINE GUILMETTE

SIGNATURE: /CHRISTINE GUILMETTE/

DATE SIGNED: 04/13/2016

Total Attachments: 6

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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 **IRONWOOD MEZZANINE FUND III-A LP**, a Delaware limited partnership ("Ironwood III-A"), in its capacity as collateral agent ("Collateral Agent") for the Investors (defined below) (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor, Ironwood III-A, Ironwood Mezzanine Fund III LP, a Delaware limited partnership (collectively, the "Investors") and Collateral Agent are parties to that certain Investment Agreement dated as of August 21, 2015 (as amended by the First Amendment to Investment Agreement dated as of even date herewith (the "First Amendment"), and as further amended, restated, supplemented, or otherwise modified from time to time, the "Investment Agreement").

B. In connection with the Investment Agreement, Debtor executed and delivered to Secured Party that certain Trademark Security Agreement dated as of August 21, 2015 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded on September 2, 2015 in the United States Patent and Trademark Office, commencing at Reel No. 5615, Frame No. 0243. 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 Investment 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 Investors to continue to extend credit accommodations pursuant to the terms of the Investment Agreement and the other Investment Documents (as defined in the Investment Agreement) that this Amendment be executed and delivered by Debtor to Secured Party.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Investment 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 Investment 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 Investment 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 Investment 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.

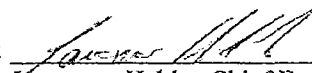
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Connecticut (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 Secured Party as of the Effective Date.

HOBBS BONDED FIBERS NA, LLC

By: 
Lawrence Hobbs, Chief Executive Officer

**IRONWOOD MEZZANINE FUND III-A LP,
AS COLLATERAL AGENT**

By: Ironwood Mezzanine Management III-A
LLC, its General Partner

By: _____
Name:
Title: Managing Member

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

TRADEMARK
REEL: 005770 FRAME: 0468

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

HOBBS BONDED FIBERS NA, LLC

By: _____
Lawrence Hobbs, Chief Executive Officer

**IRONWOOD MEZZANINE FUND III-A LP,
AS COLLATERAL AGENT**

By: Ironwood Mezzanine Management III-A
LLC, its General Partner

By: _____
Name: Dickson Seit
Title: Managing Member

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

TRADEMARK
REEL: 005770 FRAME: 0469

SUPPLEMENT TO SCHEDULE I

1. U.S. Trademarks – Owned by Kelsul, Inc.

Trademark	Serial No./ Reg. No.	Filing/Reg. Date	Unreleased Security Interest
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. Trademarks – Owned by Kathleen K. Thompson

Trademark	Serial No./ Reg. No.	Filing/Reg. Date	Unreleased Security Interest
*- 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

Trademark
DREAM PINK

4. Trade Name

Trade Name
QUILTERS DREAM BATTING

1201201