

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Martex Fiber Southern Corp.		06/30/2016	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A.		
Street Address:	106 South Main Street		
Internal Address:	12th Floor		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44308		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75287862	JIMTEX	
Serial Number:	78843974	ECO2COTTON	
CORRESPONDENCE DATA			
Fax Number:	2155648120		
<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:	215-564-8703		
Email:	kgibson@stradley.com		
Correspondent Name:	Kyle Gibson		
Address Line 1:	2600 One Commerce Square		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Kyle Gibson		
SIGNATURE:	/s/KDG		
DATE SIGNED:	06/30/2016		
Total Attachments: 11			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 30, 2016, is made by and among Martex Fiber Southern Corp., a South Carolina corporation ("Borrower"), and FirstMerit Bank, N.A. (the "Lender").

Recitals

A. Borrower and Lender are parties to a Credit and Security Agreement (as amended, supplemented, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Borrower hereby irrevocably pledges and collaterally assigns to Lender, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and

makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all registered Patents owned by Borrower as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to such registered Patents as of the date hereof. If after the date hereof, Borrower owns any Patents not listed on Exhibit A that are material to the conduct of Borrower's business, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to any Patents that are material to the conduct of Borrower's business, then Borrower shall within 30 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all registered Trademarks owned by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's business(es). If after the date hereof, Borrower owns any Trademarks not listed on Exhibit B that are material to the conduct of Borrower's business (other than common law marks which are not material to Borrower's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks that are material to the conduct of Borrower's business, then Borrower shall promptly, but in no event later than 30 days, provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(c) [Reserved].

(d) **Title.** Borrower has good title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Encumbrances. Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, good title to each such Patent or Trademark free and clear of all Liens except Permitted Encumbrances, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Encumbrances.

(e) **No Sale.** Except as otherwise permitted by the terms of the Credit Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(f) **Defense.** Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all material claims or demands of all Persons other than those holding Permitted Encumbrances.

(g) **Maintenance.** Borrower will at its own expense maintain the Patents and the Trademarks material to its business to the extent reasonably advisable in its good faith business judgment. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark material to its business, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any such Patents or Trademarks material to its business, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. Notwithstanding anything to the contrary contained in this clause (g), nothing herein contained shall prohibit Borrower from causing or permitting expiration, abandonment or invalidation of any Patent or Trademark or failing to renew, abandoning or permitting to expire any applications or registrations for any of Patent or Trademark if, in Borrower's reasonable good faith judgment, such Patents, Trademarks, applications or registrations (as applicable) are no longer useful in the conduct of Borrower's business.

(h) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of twenty (20) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in the preceding subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all out-of-pocket costs and expenses (including reasonable and documented attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate set forth in Section 3.1 of the Credit Agreement.

(j) **Power of Attorney.** Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, to facilitate Lender's taking action under subsection (h), and/or to facilitate

Lender's exercise of its rights under Section 6, or, necessary for Lender, after an Event of Default has occurred and is continuing, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party in accordance with this Agreement, the other Loan Documents and applicable law. The power of attorney granted herein shall automatically terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and is continuing.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it, and such failure continues for a period in excess of twenty (20) days after the date that Borrower failed to comply with such provision, term, covenant or condition; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made (provided that if such representations or warranties are qualified by a materiality clause, then it shall have been incorrect in any respect).

6. Remedies. Upon the occurrence and during the continuation of an Event of Default, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement and the other Loan Documents.

(b) Subject to the terms of the Credit Agreement, Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified or amended only explicitly in a writing signed by Lender and Borrower. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of

any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

FIRSTMERIT BANK, N.A.,

By: 
Name: John M. Sorber
Title: Senior Vice President

MARTEX FIBER SOUTHERN CORP.

By: _____
Name: David Kennedy
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

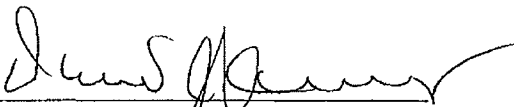
FIRSTMERIT BANK, N.A.,

By: _____

Name: John M. Sorber

Title: Senior Vice President

MARTEX FIBER SOUTHERN CORP.

By:  _____

Name: David Kennedy

Title: Chief Financial Officer

STATE OF *North Carolina*
 COUNTY OF *Mecklenburg*

The foregoing instrument was acknowledged before me this *30th* day of June, 2016, by David Kennedy, the Chief Financial Officer of Martex Southern Fiber Corp., on behalf of said entity.

Marian Howard

 Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ___ day of June, 2016, by John M. Sorber, the Senior Vice President of FirstMerit Bank, N.A., on behalf of said entity.

 Notary Public

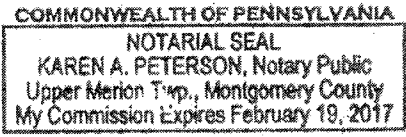
STATE OF)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of June, 2016, by David Kennedy, the Chief Financial Officer of Martex Southern Fiber Corp., on behalf of said entity.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ___ day of June, 2016, by John M. Sorber, the Senior Vice President of FirstMerit Bank, N.A., on behalf of said entity.



Karen Peterson

Notary Public

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

Owner Name	Mark	Country Name	Serial No.	Registration No.
Martex Fiber Southern Corp.	JIMTEX	United States	75287862	2204518
Martex Fiber Southern Corp.	ECO2COTTON	United States	78843974	3529201