

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVERSAL FIBERS, INC.		09/29/2021	Corporation: VIRGINIA
Premiere Fibers, LLC		09/29/2021	Limited Liability Company: DELAWARE
Breathe-3DP, LLC		09/29/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as collateral agent		
Street Address:	1251 Avenue of the Americas		
Internal Address:	Suite 4700		
City:	NEW York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	3068979	REVOLVE	
Registration Number:	3199592	SILKWORKS	
Registration Number:	2401389	UNIVERSAL COLOR	
Registration Number:	3512422	HELIX	
Registration Number:	3504472	UNIVERSAL FIBERS	
Registration Number:	3807819	ECO INNOVATION FIBER	
Registration Number:	3618724	PREMIERE FIBERS	
Registration Number:	4679304	ENTREX	
Registration Number:	4909158	INTRAFLEX	
Registration Number:	4679305	REVEAL	
Registration Number:	4923251	RISE	
Registration Number:	4923273	PRESTIVA	
Serial Number:	90053695	UNIVERSAL FIBERS	
Registration Number:	6406646	PREMIERE FIBERS	
Registration Number:	6181651	3-AXIS FILAMENTS	

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Property Type	Number	Word Mark
Registration Number:	6181137	3-AXIS FILAMENTS
Registration Number:	6081127	FILAMATRIX
Registration Number:	6081128	NEVER FEEL LIMITED
Registration Number:	5933537	AQUA SOFT
Registration Number:	5690328	ENLIST
Registration Number:	5708670	ENLIST ENVIRONMENTAL STEWARDSHIP LIFE CY
Registration Number:	5892126	AQUA DUCT
Registration Number:	5764802	COLOR SMART
Registration Number:	5549429	SPECTRADEX
Registration Number:	5346463	EARTHSMART TECHNOLOGY
Registration Number:	5303536	PLA++
Registration Number:	6024473	INSTANT COLOR
Registration Number:	5198611	REFRESH
Registration Number:	5248996	PRISMA
Registration Number:	5292526	REFRESH FIBER
Registration Number:	5215249	PHOENIX
Registration Number:	5135984	FLAME REPEL
Registration Number:	5120987	PLA++
Registration Number:	5125679	BREATHE-3DP
Registration Number:	5125680	BREATHE-3DP
Registration Number:	5177772	THRIVE

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Ryan Tooley

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Ryan Tooley-77318.0003

NAME OF SUBMITTER: Ryan Tooley

SIGNATURE: /Ryan Tooley/

DATE SIGNED: 09/30/2021

Total Attachments: 6

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 29, 2021, by UNIVERSAL FIBERS, INC., Premiere Fibers, LLC and Breathe-3DP, LLC (each a "Grantor"), in favor of TCW Asset Management Company LLC, a Delaware limited liability company, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 29, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNIVERSAL FIBERS, INC.
PREMIERE FIBERS, LLC
BREATHE-3DP, LLC

By: 

Name: Greg Gentry

Title: Chief Financial Officer


[Trademark Security Agreement]


TRADEMARK
REEL: 007438 FRAME: 0419

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
UNIVERSAL FIBERS, INC.	USA	Revolve	3068979	03/14/2006
UNIVERSAL FIBERS, INC.	USA	Silkworks	3199592	1/16/2007
UNIVERSAL FIBERS, INC.	USA	Universal Color	2401389	11/07/2000
UNIVERSAL FIBERS, INC.	USA	Helix	3512422	10/07/2008
UNIVERSAL FIBERS, INC.	USA	UNIVERSAL FIBERS (with design) 	3504472	09/23/2008
PREMIERE FIBERS, LLC	USA	Eco Innovation Fiber	3807819	06/22/2010
PREMIERE FIBERS, LLC	USA	Premiere Fibers	3618724	05/12/2009
UNIVERSAL FIBERS, INC.	USA	ENTREX	4679304	01/27/2015
UNIVERSAL FIBERS, INC.	USA	INTRAFLEX	4909158	03/01/2016
UNIVERSAL FIBERS, INC.	USA	REVEAL	4679305	01/27/2015
UNIVERSAL FIBERS, INC.	USA	RISE	4923251	3/22/2016

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
UNIVERSAL FIBERS, INC.	USA	PRESTIVA	4923273	3/22/2016
UNIVERSAL FIBERS, INC.	<u>USA</u>	UNIVERSAL FIBERS (Design) 	90735309 (ITU)	5/26/2021
UNIVERSAL FIBERS, INC.	<u>USA</u>	UNIVERSAL FIBERS	90053695 (USE)	7/15/2020
PREMIERE FIBERS, LLC	<u>USA</u>	PREMIERE FIBERS	6406646	7/6/2021
UNIVERSAL FIBERS, INC.	<u>USA</u>	3-AXIS FILAMENTS	6181651	10/20/2020
UNIVERSAL FIBERS, INC.	<u>USA</u>	3-AXIS FILAMENTS	6181137	10/20/2020
PREMIERE FIBERS, LLC	<u>USA</u>	PREMIERE FIBERS COLOR	88432069 (ITU)	5/15/2019
Breathe-3DP, LLC	<u>USA</u>	FILAMATRIX	6081127	6/16/2020
Breathe-3DP, LLC	<u>USA</u>	NEVER FEEL LIMITED	6081128	6/16/2020
PREMIERE FIBERS, LLC	<u>USA</u>	AQUA SOFT	5933537	12/10/2019
UNIVERSAL FIBERS, INC.	<u>USA</u>	ENLIST	5690328	3/5/2019

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
UNIVERSAL FIBERS, INC.	<u>USA</u>	ENLIST ENVIRONMENTAL STEWARDSHIP LIFE CYCLE ANALYSIS IMPACT SOCIAL RESPONSIBILITY TRANSPARENCY 	5708670	3/26/2019
PREMIERE FIBERS, LLC	<u>USA</u>	AQUA DUCT	5892126	10/22/2019
PREMIERE FIBERS, LLC	<u>USA</u>	COLOR SMART	5764802	5/28/2019
UNIVERSAL FIBERS, INC.	<u>USA</u>	SPECTRADEX	5549429	8/28/2018
UNIVERSAL FIBERS, INC.	<u>USA</u>	EARTHSMART TECHNOLOGY	5346463	11/28/2017
UNIVERSAL FIBERS, INC.	<u>USA</u>	PLA++	5303536	10/3/2017
UNIVERSAL FIBERS, INC.	<u>USA</u>	INSTANT COLOR	6024473	3/31/2020
UNIVERSAL FIBERS, INC.	<u>USA</u>	REFRESH	5198611	5/9/2017
UNIVERSAL FIBERS, INC.	<u>USA</u>	PRISMA	5248996	7/25/2017
UNIVERSAL FIBERS, INC.	<u>USA</u>	REFRESH FIBER	5292526	9/19/2017

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date/ Registration Date</u>
UNIVERSAL FIBERS, INC.	<u>USA</u>	PHOENIX	5215249	5/30/2017
PREMIERE FIBERS, LLC	<u>USA</u>	FLAME REPEL	5135984	2/7/2017
UNIVERSAL FIBERS, INC.	<u>USA</u>	PLA++	5120987	1/10/2017
Breathe-3DP, LLC	<u>USA</u>	BREATHE-3DP	5125679	1/17/2017
Breathe-3DP, LLC	<u>USA</u>		5125680	1/17/2017
UNIVERSAL FIBERS, INC.	<u>USA</u>	THRIVE	5177772	4/4/2017

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