

03-02-2000

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
02 14 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name PRECISION FABRICS GROUP, INC.

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization NORTH CAROLINA

Receiving Party

Mark if additional names of receiving parties attached

Name THE CIT GROUP/BUSINESS CREDIT, INC., As Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1200 Ashwood Parkway

Address (line 2) Suite 150

Address (line 3) Atlanta

City

GA

State/Country

30338

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization NEW YORK

03/02/2000 DCORATES 00000145 75633099

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

REEL: 002028 FRAME: 0318

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

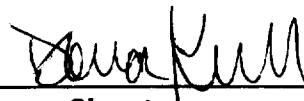
Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dana Kull, Esq.



2/21/02

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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**AMENDMENT NO. 2
TO
GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS AMENDMENT NO. 2 dated as of February 14, 2000 (this "Amendment") to Grant of Security Interest in Patents, Trademarks and Licenses is made by Precision Fabrics Group, Inc., a North Carolina corporation (the "Company") and The CIT Group/Business Credit, Inc., a New York corporation, as the agent under the Financing Agreement referred to below (in such capacity, the "Agent").

Preliminary Statement

WHEREAS, the Company executed and delivered a Grant of Security Interest in Patents, Trademarks and Licenses dated as of August 30, 1996 as amended by Amendment No. 1 dated as of January 19, 1999 (the "Patent, Trademark and License Agreement") covering the Intellectual Property Collateral described in Schedule A, Schedule B and Schedule C therein, to secure its indebtedness to the Agent and the Lenders (as hereafter defined) pursuant to that certain Financing Agreement dated as of August 30, 1996, between the Company, as borrower, the financial institutions parties thereto from time to time as lenders (the "Lenders") and the Agent, as amended, including by that certain Amended and Restated Loan and Security Agreement dated as of January 15, 1999, between the Company, the Lenders and the Agent (said agreement, as further amended, modified, supplemented or restated and in effect from time to time, the "Financing Agreement"). Terms defined in, or by reference in, the Patent, Trademark and License Agreement, unless otherwise defined herein, are used herein as therein defined;

WHEREAS, the Agent's security interest in certain Patent Collateral described in the Patent, Trademark and License Agreement was recorded in the United States Patent and Trademark Office on September 13, 1996, Reel 8006, Frame 0543 and on January 27, 1999, Reel 9711, Frame 0675;

WHEREAS, the Agent's security interest in certain Trademark Collateral described in the Patent, Trademark and License Agreement was recorded in the United States Patent and Trademark Office on September 13, 1996, Reel 1483, Frame 0369 and on January 27, 1999, Reel 1845, Frame 0187;

WHEREAS, effective as of the date of this Amendment, the Company has acquired additional Intellectual Property Collateral; and

WHEREAS, the Company is required under the Financing Agreement to grant to the Agent, for the benefit of the Lenders a continuing security interest in, and a continuing lien on the Intellectual Property Collateral, and the Company and the Agent wish to amend the Patent, Trademark and License Agreement for the purpose of securing such additional Intellectual Property Collateral of the Company and amend certain other provisions in the Patent, Trademark and License Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree that:

1. The Patent, Trademark and License Agreement is hereby amended by:

(a) amending the first paragraph on page 1 of the Patent, Trademark and License Agreement by deleting the address "1200 Ashwood Parkway, Atlanta, Georgia 30338" appearing therein and substituting therefor the address "Two First Union Center, Suite 2300, Charlotte, North Carolina 28202";

(b) amending Schedule A to the Patent, Trademark and License Agreement by adding thereto the Patent Collateral set forth on Exhibit A attached hereto; and

(c) amending Schedule B to the Patent, Trademark and License Agreement by adding thereto the Trademark Collateral set forth on Exhibit B attached hereto.

2. The Company and the Agent acknowledge and confirm that the security interest in and lien upon the Intellectual Property Collateral described in the Patent, Trademark and License Agreement as modified by this Amendment continues to secure the obligations of the Company to the Lenders and the Agent with the same priority as before this Amendment was executed and delivered.

3. The Company hereby further acknowledges and confirms that the rights and remedies of the Agent and the Lenders with respect to the assignment of and security interest in and lien upon the Intellectual Property Collateral made and granted by the Patent, Trademark and License Agreement, as modified by this Amendment, are more fully set forth in the Financing Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This Amendment shall not constitute a novation of the indebtedness described in the Patent, Trademark and License Agreement and shall not affect nor impair the security interest in and lien upon the Intellectual Property Collateral described therein. Except only as modified by this Amendment, the Patent, Trademark and License Agreement remains in full force and effect and is hereby ratified and confirmed.

5. This Amendment shall be governed by the internal laws of the State of Georgia.

6. This Amendment may be executed in any number of counterparts, each of which will be deemed to be a duplicate original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

PRECISION FABRICS GROUP, INC., a
North Carolina corporation

By: Patrick J. Burns
Patrick J. Burns
Co-Chief Executive Officer and
Chief Financial Officer

THE CIT GROUP/BUSINESS CREDIT,
INC., as Agent for Lenders

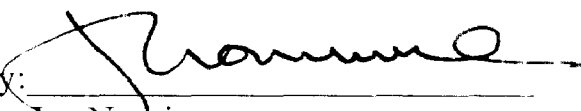
By: _____
Jay Nomina
Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

PRECISION FABRICS GROUP, INC., a
North Carolina corporation

By: _____
Patrick J. Burns
Co-Chief Executive Officer and
Chief Financial Officer

THE CIT GROUP/BUSINESS CREDIT
INC., as Agent for Lenders

By:  _____
Jay Nomina
Vice President

100% OWNERSHIP INTEREST

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Foam coated CSR/surgical instrument wrap	4,761,326	08/02/88
Detergent Compositions and Laundry Article Containing same	5,863,887	01/26/99
Needlepunch Nonwoven component for Fastener	5,891,547	04/06/99
A Process for Making a Treated Veil and Product	5,905,045	05/18/99
Process for making a treated veil and a product	5,935,498	08/10/99

50% OWNERSHIP INTEREST (CO-ASSIGNEE WITH ALLEGIANCE HEALTH CARE)

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Absorbent microbiocidal fabric	4,395,454	07/26/82
Process for applying a water and alcohol repellent microbiocidal finish	4,411,928	10/25/83
Absorbent Microbicidal Fabric and Process for making same	4,414,268	11/08/83
Process for making absorbent bioactive wettable medical fabric	4,425,372	01/10/84
Bioactive Water and Alcohol repellent Medical Fabric	4,467,013	08/21/84
Process for dyeing absorbent microbiocidal fabric	4,408,996	10/11/83

50% OWNERSHIP INTEREST (CO-ASSIGNEE WITH CLOROX CORPORATION)

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Wash additive article for inhibiting dye transfer in wash	5,698,476	12/16/97

US PATENT APPLICATIONS

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
Detergent sheet	08/769391	11/19/97
Chemical resistant, flame retardant fabric for prot. App.	09/294056	04/20/98
Detergent sheet with formulation containing silica gel	09/019606	02/06/98
Car Wash Mitt	60/146139	07/30/99
Durable comfortable air permeable allergan barrier	09/165,287	10/02/98
Unbalanced twill weave fabric and air bag device	08/784806	01/16/97

REGISTERED TRADEMARKS, TRADE NAMES AND SERVICE MARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
REPOSE	2,235,126	03/23/99

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
JUST DUST	75/633099	02/02/99

HUNTON & WILLIAMS

BANGKOK, THAILAND
BRUSSELS, BELGIUM
CHARLOTTE, NORTH CAROLINA
HONG KONG
KNOXVILLE, TENNESSEE
LONDON, ENGLAND
MCLEAN, VIRGINIA

BANK OF AMERICA PLAZA
SUITE 4100
600 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30308-2216

MIAMI, FLORIDA
NEW YORK, NEW YORK
NORFOLK, VIRGINIA
RALEIGH, NORTH CAROLINA
RICHMOND, VIRGINIA
WARSAW, POLAND
WASHINGTON, D.C.

E-MAIL: NLEWIS@HUNTON.COM

TELEPHONE (404) 888-4000

FACSIMILE (404) 888-4190

FILE NO.: 48884.6

DIRECT DIAL: (404) 888-4225

February 21, 2000

BY NEXT DAY AIR

**ATTN: CUSTOMER SERVICES COUNTER
TRADEMARK SECURITY AGREEMENTS**

U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

CIT/ Precision Fabrics Group, Inc.

Enclosed for recording is an original of an Amendment No. 2 to Grant of Security Interest in Patents, Trademarks and Licenses dated as of February 14, 2000 between Fabrics Group, Inc., as assignor, to The CIT Group/Business Credit, Inc., as assignee. Also enclosed is a completed Form PTO-1618A recordation form cover sheet and our firm's check made payable to the Commissioner of Patents and Trademarks in the amount of \$65.00 to cover the filing fee for recording the Assignment.

We would like to have the assignment recorded as soon as possible, therefore please call me collect at (404) 888-4225 if you have any questions or concerns. Thank you very much for your assistance with this matter.

Sincerely,



Natalie Lewis
Paralegal

Enclosures

cc: Elizabeth Whelan, Esq.

99476\2

RECORDED: 02/24/2000

**TRADEMARK
REEL: 002028 FRAME: 0328**