

OFFICE OF PATENT ATTORNEY  
2002 MAR 28 10:10 AM  
FINANCE

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Post Office as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on

Date: 3-20-02  
Name: Melissa Scanzillo  
Signature: Melissa Scanzillo  
*Clifford Chance Rogers & Wells LLP*

Commissioner of Patents  
**Box Assignment**  
Washington, D.C. 20231

04-10-2002

Docket No. 6539-006



Please record the attached original doc. 102050240

3-28-02

**Conveying party(ies):**

(name)	(Exec. date)
American Fibers and Yarns Company	2/28/02

**Receiving party:**

JPMorgan Chase Bank  
Special Loan Group  
380 Madison Avenue  
9<sup>th</sup> Floor  
New York, NY 10017  
Attn: Agnes Levy

**Conveyance Type:**

<input type="checkbox"/> Assignment	<input checked="" type="checkbox"/> Security Agreement
<input type="checkbox"/> License	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Merger	<input type="checkbox"/> Other _____

**Submission Type:**

<input checked="" type="checkbox"/> New	
<input type="checkbox"/> Resubmission: Doc. ID# _____	
<input type="checkbox"/> Correction of PTO error	Reel _____
<input type="checkbox"/> Corrective Document	Frame _____

**Application or Patent Number(s):**

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

**Patent Application Number(s)**

**Patent Number(s)**

<u>4,547,934</u>	4,978,485
<del>4,965,920</del>	4,825,517

If this document is being filed with a new application, The application was signed by the first named executing inventor on: \_\_\_\_\_

**Correspondence Address:**

**Mark Pessa**  
**CLIFFORD CHANCE**  
**ROGERS & WELLS LLP**  
**200 Park Avenue**  
**New York, New York 10166**  
**Telephone: (212) 878-4967**

**Number of Properties:**

Total number of properties involved: 4

**Fee:**

Total fee under 37 CFR 1.21(h) (\$40/per) **\$160**

- Enclosed
- Authorized to charge to Deposit Account Number: **50-0521**. A duplicate copy of this cover sheet is attached.
- Please apply any additional fee or any credits to Deposit Account 50-0521.

04/09/2002 DBYRNE 00000266 500521 4547934  
 01 FC:581 160.00 CH

**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.

**Mark Pessa**

Mark Pessa  
Signature

3/18/02  
Date

**PATENT SECURITY AGREEMENT SUPPLEMENT**

**WHEREAS**, American Fibers and Yarns Company, a Delaware corporation (herein referred to as the "Grantor"), whose address is 761 Peachtree Parkway, Cumming, Georgia 30041-6825, owns the letters patent, and/or applications for letters patent, of the United States of America, more particularly described on Schedule 1-A annexed hereto as part hereof (the "Patents");

**WHEREAS**, American Fibers and Yarns Company, a Delaware corporation (the "Borrower"), AFY Holding Company, a Delaware corporation ("Holdings"), each of the financial institutions from time to time party thereto (the "Lenders") and JPMorgan Chase Bank (as successor in interest to The Chase Manhattan Bank), a New York banking corporation ("Chase"), as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders have entered into a Second Amended and Restated Credit Agreement (the "Credit Agreement"), in connection with which the Agent is serving as agent for the Lenders.

**WHEREAS**, the Grantor has entered into a Second Amended and Restated Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Agent; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Agent a security interest in all right, title and interest of the Grantor in and to the Patents, together with all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, continuations, continuations-in-part, term restorations or extensions thereof, all Patent Licenses and all proceeds thereof, including, without limitation, any claims by the Grantor against third parties for infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Agent of a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

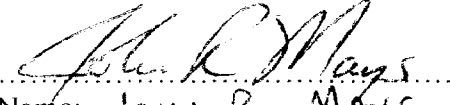
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of and security interest in the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference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

The Agent's address is JPMorgan Chase Bank, Special Loan Group, 380 Madison Avenue, 9<sup>th</sup> Floor, New York, New York 10017, attention Agnes Levy.

NYA 362962.2

IN WITNESS WHEREOF, AMERICAN FIBERS AND YARNS COMPANY has duly executed or caused this Supplement to the Security Agreement to be duly executed as of February 28, 2002.

**AMERICAN FIBERS AND YARNS COMPANY**

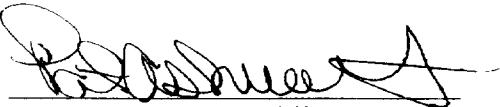
By:   
Name: JOHN R. MATIS  
Title: VP-FINANCE

NYA 518469.1

**PATENT**  
**REEL: 012754 FRAME: 0680**

STATE OF Georgia  
COUNTY OF Douglas ) ss.:

On this 28 day of FEB, 2002, before me personally appeared John R. Mays to me known, who, being by me duly sworn, did depose and say that he/she resides at 761 Peachtree Park, Cumming, GA 30041 and that he/she is VP. Finance of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

  
\_\_\_\_\_  
Notary Public

**SCHEDULE 1-A TO THE PATENT SECURITY AGREEMENT SUPPLEMENT**

**PATENTS**

<b><u>Title</u></b>	<b><u>Date Filed or Granted</u></b>	<b><u>Serial No. or Patent No.</u></b>
CRIMPED STAPLE FIBER	October 22, 1985	4,547,934
FLUID HEATED ROLL APPARATUS AND METHOD	October 30, 1990	4,965,920
METHOD FOR CONTROLLING A QUENCH FLUID VELOCITY IN A POLYMER MELT SPINNING PROCESS	December 18, 1990	4,978,485
APPARATUS FOR DRAWING AND INTELACING	May 2, 1989	4,825,517

\*The Patents listed are subject to certain retained rights of BP Amoco Corporation with respect to existing licenses and activities outside the carpet face yarn field as set forth in the Patent Assignment Agreement dated the Closing Date between BP Amoco Corporation and the Borrower.

NYA 362962.2