

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Patent Security Interest

CONVEYING PARTY DATA

Name	Execution Date
Propex Fabrics Inc.	01/31/2006

RECEIVING PARTY DATA

Name:	BNP Paribas, as Administrative Agent
Street Address:	One Front Street, 23rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111-5325

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	4814219
Patent Number:	4844765
Patent Number:	4939036
Patent Number:	5073436
Patent Number:	5108224
Patent Number:	5114787
Patent Number:	5173356
Patent Number:	5182162
Patent Number:	5187005
Patent Number:	5201497
Patent Number:	5208098
Patent Number:	5244724
Patent Number:	5249893
Patent Number:	5358356
Patent Number:	5641002

PATENT

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REEL: 017097 FRAME: 0843

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Patent Number:	5759462
Patent Number:	5763069
Patent Number:	5925434
Patent Number:	5942451
Patent Number:	5942452
Patent Number:	5945215
Patent Number:	6129879
Patent Number:	6716511
Patent Number:	6740385
Patent Number:	6849565
Patent Number:	6897170
Application Number:	08913435
Application Number:	10997460
Application Number:	10850329
Application Number:	09696519
Application Number:	10701519
Application Number:	60657042

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

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NAME OF SUBMITTER:

Gina M. Durham

Total Attachments: 5

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, PROPEX FABRICS INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement, dated as of January 31, 2006 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of January 31, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral as hereinafter defined; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

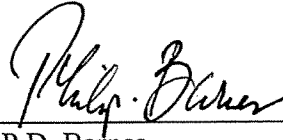
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as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

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 31st day of January, 2006.

PROPEX FABRICS INC.

By: _____



Name: P.D. Barnes

Title: Vice President, Chief Financial Officer,
Treasurer

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Registered Patents:

	Owner	Pat No.	File Date / Issue Date	Invention Title
1.	Propex Fabrics Inc.	4814219	21-Mar-1989	Fusion of Thermoplastic Fabrics
2.	Propex Fabrics Inc.	4844765	04-Jul-1989	Method For Preparing Tufted File Carpet and Adhesuve Thereof
3.	Propex Fabrics Inc.	4939036	03-Jul-1990	Method For Preparing Tufted File Carpet and Adhesuve Thereof
4.	Propex Fabrics Inc.	5073436	17-Dec-1991	Multi-Layer Composite Non-Woven Fabrics
5.	Propex Fabrics Inc.	5108224	28-Apr-1992	Silt Control Fabric
6.	Propex Fabrics Inc.	5114787	19-May-1992	Multi-Layer NonWoven Web Composites and Process
7.	Propex Fabrics Inc.	5173356	22-Dec-1992	Self-Bonded Fibrous NonWoven Webs
8.	Propex Fabrics Inc.	5182162	26-Jan-1993	Self-bonded Nonwoven Web and Net-like Web Composites
9.	Propex Fabrics Inc.	5187005	16-Feb-1993	Self-Bonded NonWoven Web and Woven Fabric Composites
10.	Propex Fabrics Inc.	5201497	13-Apr-1993	Fence
11.	Propex Fabrics Inc.	5208098	04-May-1993	Self-Bonded NonWoven Web and Porous Film Composites
12.	Propex Fabrics Inc.	5244724	14-Sep-1993	Self-Bonded Fibrous NonWoven Webs Having Improved Softness
13.	Propex Fabrics Inc.	5249893	05-Oct-1993	Erosion Control Mat
14.	Propex Fabrics Inc.	5358356	25-Oct-1994	Erosion Control Mat
15.	Propex Fabrics Inc.	5641002	24-Jun-1997	A Method of Insertion of the Weft Thread Into The Shed of an Air-Operated Jet Loom and A Device off Carrying Out the Method
16.	Propex Fabrics Inc.	5759462	02-Jun-1998	Electrically Conductive Tapes and Process
17.	Propex Fabrics Inc.	5763069	09-Jun-1998	Electrically Conductive Tapes and Process
18.	Propex Fabrics Inc.	5925434	20-Jul-1999	Improved Tuftable backing and Carpet Construction
19.	Propex Fabrics Inc.	5942451	24-Aug-1999	Antiskid Fabric
20.	Propex Fabrics Inc.	5942452	24-Aug-1999	Antiskid Fabric

	Owner	Pat No.	File Date / Issue Date	Invention Title
21.	Propex Fabrics Inc.	5945215	31-Aug-1999	Propylene Polymer Fibers and Yarns
22.	Propex Fabrics Inc.	6129879	10-Oct-2000	Propylene Polmer Fibers and Yarns
23.	Propex Fabrics Inc.	6716511	06-Apr-2004	Propylene Polymer Fibers and Yarns
24.	Propex Fabrics Inc.	6740385	25-May-2004	Tuftable and Tufted Fabrics
25.	Propex Fabrics Inc.	6849565	01-Feb-2005	Improved Carpet Construction and Carpet Backings For Same
26.	Propex Fabrics Inc.	6897170	24-May-2005	Tuftable Fabric with Balanced Construction

Pending Patents:

	Owner	App No.	File Date / Issue Date	Invention Title
1.	Propex Fabrics Inc.	08/913,435	11-Dec-1997	Improved Carpet Construction and Carpet Backings for Same
2.	Propex Fabrics Inc.	10/997,460	24-Nov-2004	Improved Carpet Construction and Carpet Backing For Same
3.	Propex Fabrics Inc.	10/850,329	20-May-2004	Tuftable Carpet Backings and Carpets with Enhanced Tuft Holding Properties
4.	Propex Fabrics Inc.	09/696,519	25-Oct-2000	Carpets with Improved Fuzzy Resistance
5.	Propex Fabrics Inc.	10/701,519	06-Nov-2003	Secondary Carpet Backing and Carpets
6.	Propex Fabrics Inc.	60/657,042	28-Feb-2005	Composite Secondary Backing, Method of Manufacture Thereof, and Carpet Made Therefrom