

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Western Nonwovens, Inc.	09/29/2007
RECEIVING PARTY DATA	
Name:	Heller Financial, Inc.
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11183583
Application Number:	11352769
Application Number:	11166567
Application Number:	11037522
Application Number:	11274983
Application Number:	11274982
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP
Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	20607-30190

CH \$240.00 11183583

NAME OF SUBMITTER:

Dusan Clark

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 29, 2007, by WESTERN NONWOVENS, INC., a Delaware corporation (the "Grantor") in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for Lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of June 28, 2007 by and among Grantor, certain of its affiliates, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Risk Participation Liabilities for the benefit of Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended, Restated and Consolidated Security Agreement dated as of April 8, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTERN NONWOVENS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
HELLER FINANCIAL, INC.,
as Agent

By: Kathleen M. Bird
Name: Kathleen M. Bird
Title: SVP

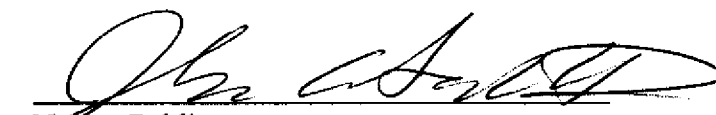
ACKNOWLEDGMENT OF GRANTORS

STATE OF Tennessee)

COUNTY OF Anderson)

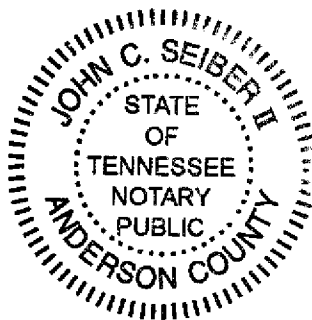
ss.

On this 27 day of September, 2007 before me personally appeared Michael Wood, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Western Nonwovens, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Boards of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporations.


Notary Public

{seal}

My commission Expires:
7-20-2010



**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

**WESTERN NONWOVENS, INC.
PATENT REGISTRATIONS**

U. S. Patent	Filing Date	Application Number	Publication Number	Publication Date
Fire retardant binding tape for mattresses	July 18, 2005	11183583	20070014960	January 18, 2007
Lofted lightly needlepunched flame-retardant nonwovens	February 13, 2006	11352769	20060150339	July 13, 2006
Mattress having a flammable core and a nonwoven cellulose flame retardant fabric	June 24, 2005	11166567	20060000024	January 5, 2006
High binder flame-retardant nonwovens	January 18, 2005	11037522	20050164582	July 28, 2005
Polyetherimide FR Nonwoven	In Process of Application	TBD		
Nonwoven high loft batt	May 30, 2003	11274983		
Nonwoven high loft mfg process	May 30, 2003	11274982		