

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Patent Security Interest

CONVEYING PARTY DATA

Name	Execution Date
Universal Fiber Systems, LLC	10/26/2007

RECEIVING PARTY DATA

Name:	BNP PARIBAS
Street Address:	12201 Merit Drive
Internal Address:	Suite 860
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6638614
Patent Number:	6117550
Patent Number:	6133382
Patent Number:	6334877
Patent Number:	6589466
Patent Number:	6420044
Patent Number:	6433107
Patent Number:	6537475
Patent Number:	6635346
Patent Number:	6680018
Patent Number:	6753385
Patent Number:	7115224
Patent Number:	6861480
Patent Number:	6495079

PATENT

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REEL: 020035 FRAME: 0346

CH \$840.00 6638614

Patent Number:	6780941
Patent Number:	6722117
Patent Number:	6109015
Patent Number:	6332253
Patent Number:	6880320
Application Number:	11366799
Application Number:	11516046

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	(055660/43) T. HU
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NAME OF SUBMITTER:	Teresa Hu
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Total Attachments: 6
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GRANT OF PATENT SECURITY INTEREST

This Grant of Patent Security Interest (this “**Grant of Patent Security Interest**”) is made as of October 26, 2007, by Universal Fibers, Inc., a Virginia corporation, (“**Grantor**”), in favor of BNP PARIBAS, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”). Capitalized terms used in this Grant of Patent Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Universal Fiber Systems, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of October 26, 2007 (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 Company; and

WHEREAS, Company 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, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of October 26, 2007 (said Subsidiary Guaranty, 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 “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 26, 2007 (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 Company, 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;

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

Grant of Patent Security Interest
to Security Agreement

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 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. For purposes of this Grant of Patent Security Interest, the term **"proceeds"** includes whatever is receivable or received when any of the foregoing 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.

In the event that any provision of this Grant of Patent Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF PATENT SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Grant of Patent Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant of Patent Security Interest by signing and delivering one or more counterparts.

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 26th day of October, 2007.

UNIVERSAL FIBERS, INC.

By: R. Marcus Ammen
Name: R. MARCUS AMMEN
Title: CHIEF FINANCIAL OFFICER AND SECRETARY

Grant of Patent Security Interest
to Security Agreement

SCHEDULE A

TO

GRANT OF PATENT SECURITY INTEREST

Note: Assignee of record for all patents and applications is wholly Prisma Fibers, Inc. (n/k/a Universal Fibers, Inc.), unless otherwise noted.

Patent Title	Patent No. or Application No.	Application Date	Issue Date	Record Owner
Apparent Space-Dyed Yarns and Method for Producing Same	6,638,614	March 13, 2002	October 28, 2003	Universal Fibers, Inc.
Acid Dye Stain-Resistant Fiber-Forming Polyamide Composition Containing Masterbatch Concentrate Containing Reagent and Carrier	6,117,550	October 22, 1997	September 12, 2000	Universal Fibers, Inc.
Fiber-Forming Polyamide Composition Containing a Polyamide and a Sulfonated Polyester Concentrate	6,133,382	November 12, 1998	October 17, 2000	Universal Fibers, Inc.
Carpet Fibers from Polyamide and Sulfonated Polyester Concentrate	6,334,877	June 14, 2000	January 1, 2002	Universal Fibers, Inc.
Yarn by Extruding Polyamide Fibers and Sulfonated Polyester Concentrate	6,589,466	September 5, 2001	July 8, 2003	Universal Fibers, Inc.

Patent Title	Patent No. or Application No.	Application Date	Issue Date	Record Owner
Stain-Resistant Polyamide Composition and Fibers and Method of Production Thereof	6,420,044	April 12, 2000	July 16, 2002	Universal Fibers, Inc.
Fiber-Forming Polyamide Composition with Concentrate of Polyamide and Sulfonated Aromatic Acid	6,433,107	August 28, 2000	August 13, 2002	Universal Fibers, Inc.
Melt Extrusion Spinning Polyamide with Sulfonated Reagent	6,537,475	August 31, 1995	March 25, 2003	Universal Fibers, Inc.
Stain-Resistant Polyamide Composition and Fibers and Method of Production Thereof	6,635,346	March 19, 2002	October 21, 2003	Universal Fibers, Inc.
Fiber-Forming Polyamide Composition	6,680,018	April 30, 2002	January 20, 2004	Universal Fibers, Inc.
Fiber-Forming Polyamide and Sulfonated Acid for Disabling Acid Dye Sites	6,753,385	January 31, 2003	June 22, 2004	Universal Fibers, Inc.
Stain-Resistant Polyamide Composition and Fibers and Method of Production Thereof	7,115,224	August 26, 2003	October 3, 2006	Universal Fibers, Inc.
Yarn-Forming Composition of Polyamide and Sulfonated Acid Dye Disabler	6,861,480	February 5, 2004	March 1, 2005	Universal Fibers, Inc.
Process to Prepare Polymeric Fibers with Improved Color and Appearance	6,495,079	June 28, 2000	December 17, 2002	General Electric Company

Patent Title	Patent No. or Application No.	Application Date	Issue Date	Record Owner
Process for Preparing Polymeric Fibers Based on Blends of Least Two Polymers	6,780,941	May 7, 2001	August 24, 2004	Universal Fibers, Inc.
Apparent Twist Yarn System and Apparatus and Method for Producing Same	6,722,117	July 9, 2001	April 20, 2004	Universal Fibers, Inc.
Process for Making Poly(Trimethylene Terephthalate) Yarn	6,109,015	July 7, 1998	August 29, 2000	Universal Fibers, Inc.
Textile Effect Yarn and Method for Producing Same	6,332,253	February 29, 2000	December 25, 2001	Prisma Fibers, Inc.
Color Effect Yarn and Process for the Manufacture Thereof	6,880,320	July 31, 2003	April 19, 2005	Universal Fibers, Inc.
Composition for Producing Flame-Retardant Polyester Yarns	11/366,799	March 3, 2006	Not Available	Universal Fibers, Inc.
Composition for Producing Polyester and Polyamide Yarns with Improved Moisture Management Properties	11/516,046	September 6, 2006	Not Available	Universal Fibers, Inc.
Method of Separation and Cleaning of Post-Consumer Carpet Face Yarn from Carpet Backing and Yarn Product Produced Thereof	No number yet assigned	^{1/}	Not Available	Not Available

^{1/} Company to provide application date.