Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
INVISTA North America, S.a r.l.	12/07/2007

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		

PROPERTY NUMBERS Total: 92

Property Type	Number
Application Number:	08398638
Application Number:	08556779
Application Number:	08828976
Application Number:	09018823
Application Number:	09033992
Application Number:	09403339
Application Number:	09243019
Application Number:	09376310
Application Number:	09529098
Application Number:	10344448
Application Number:	09896799
Application Number:	09927654
Application Number:	10198424
Application Number:	10256626
Application Number:	10328130
	DATENT

PATENT "
REEL: 020262 FRAME: 0001

500422349

Application Number:	10327795
Application Number:	10345001
Application Number:	10372527
Application Number:	10373461
Application Number:	10150214
Application Number:	10773492
Application Number:	10773490
Application Number:	10830700
Application Number:	10833442
Application Number:	10500198
Application Number:	11658781
Application Number:	10503549
Application Number:	10923301
Application Number:	10975850
Application Number:	11719231
Application Number:	11059251
Application Number:	11083728
Application Number:	11083715
Application Number:	10557103
Application Number:	11314586
Application Number:	10569614
Application Number:	10588117
Application Number:	11660196
Application Number:	60901053
Application Number:	11662011
Application Number:	11716133
Application Number:	60906093
Application Number:	60906447
Application Number:	60920677
Application Number:	60925423
Application Number:	11741145
Application Number:	11740974
Application Number:	11745668
Application Number:	11748038
Application Number:	60917706
	PATENT PEEL: 020262 EPAME:

REEL: 020262 FRAME: 0002

Application Number:	11748681
Application Number:	60938742
Application Number:	60941406
Application Number:	60941415
Application Number:	60943689
Application Number:	11776922
Application Number:	11776954
Application Number:	11776904
Application Number:	11776932
Application Number:	11776968
Application Number:	60950242
Application Number:	60950426
Application Number:	60950914
Application Number:	11780819
Application Number:	60952930
Application Number:	11837609
Application Number:	60955928
Application Number:	11839599
Application Number:	11839738
Application Number:	60968911
Application Number:	60969040
Application Number:	60969278
Application Number:	11817709
Application Number:	60970554
Application Number:	60970598
Application Number:	60970602
Application Number:	60971428
Application Number:	11857875
Application Number:	60975918
Application Number:	11863799
Application Number:	60977507
Application Number:	11911288
Application Number:	60980235
Application Number:	60980617
Application Number:	11877762
Įi.	PATENT PEEL : 020262 EPAME :

REEL: 020262 FRAME: 0003

Application Number:	11877751
Application Number:	60984889
Application Number:	60986671
Application Number:	60987500
Application Number:	11941279
Application Number:	60990372
Application Number:	60991048

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32460
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 10 source=32460#page1.tif source=32460#page2.tif source=32460#page3.tif source=32460#page4.tif source=32460#page5.tif source=32460#page6.tif source=32460#page7.tif source=32460#page8.tif source=32460#page9.tif source=32460#page9.tif source=32460#page10.tif

U.S. COPYRIGHT, PATENT AND TRADEMARK

SECURITY AGREEMENT

COPYRIGHT, PATENT and TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2007 (together with all amendments, if any, from time to time hereto, this "Copyright, Patent and Trademark Security Agreement"), between INVISTA North America S.à r.l. (formerly known as Arteva North America S.à r.l.) (the "IP Grantor"), and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), in its capacity as Administrative Agent ("Administrative Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2004, as amended and restated as of September 30, 2004, as amended and restated as of January 17, 2006 among INVISTA B.V. (formerly known as KoSa B.V.), INVISTA S.à r.l. (formerly known as Arteva Specialities S.à r.l.), INVISTA (Canada) Company (formerly known as KoSa Canada Company), KoSa UK Limited and Arteva Global Holdings B.V., the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans and issue Letters of Credit to or for the benefit of, the Borrowers;

WHEREAS, in order to induce the Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, the IP Grantor has agreed to grant a continuing security interest in the IP Collateral to secure the Obligations, pursuant to the Guarantee and Collateral Agreement dated as of April 30, 2004 (such agreement as amended, restated, supplemented, reaffirmed or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement, the IP Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Copyright, Patent and Trademark 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, the IP Grantor hereby agrees as follows:

1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Credit Agreement or the Collateral Agreement.

[[3019672]]

- 2. Grant Of Security Interest In Copyright, Patent and Trademark Collateral. The IP Grantor hereby grants to the Administrative Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of the IP Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright, Patent and Trademark Collateral"):
 - (a) all Copyrights set forth on Schedule I hereto;
 - (b) all Patents set forth on Schedule II hereto;
 - (c) all Trademarks set forth on Schedule III hereto;
 - (d) all renewals of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Copyright, Patent and Trademark; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by the IP Grantor against third parties for past, present or future (i) infringement or dilution of any Copyright, Patent or Trademark or (ii) injury to the goodwill associated with any Copyright, Patent or Trademark.
- 3. Security Agreement. The security interests granted pursuant to this Copyright, Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. The IP Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyright, Patent and Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is any conflict between this Copyright, Patent and Trademark Security Agreement and the provisions of the Collateral Agreement, the provisions of the Collateral Agreement shall prevail.
- 4. <u>Counterparts</u>. This Copyright, Patent and Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

[[3019672]]

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

INVISTA North America S.à r.l.,

Name: Jay L. Voncannon

Title: Manager

Name: Craig M. Munson

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A. as Administrative Agent,

by		 	
Nam	e:		
Title	:		



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

INVISTA North America S.à r.l.,

by Name: Jay L. Voncannon

Title: Manager

Name: Craig M. Munson

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

as Administrative Agent,

Name: Peter A. Dedousis

Title: Managing Director

PATENT

REEL: 020262 FRAME: 0008

Schedule I to Copyright, Patent and Trademark Security Agreement

Copyrights

NONE

[[3019672]]

Patents and Patent Applications

Invista North America S.A.R.L.	National Patent National Patent National Patent National Patent National Patent PCT Application	08/398638 08/556779 08/828976 09/018823 09/033992	12/26/95 9/23/97 11/16/99	5478952 5669796
Invista North America S.A.R.L.	National Patent National Patent National Patent National Patent PCT Application	08/556779 08/828976 09/018823	9/23/97 11/16/99	5669796
Invista North America S.A.R.L. Invista North America S.A.R.L. Invista North America S.A.R.L. Invista North America S.A.R.L.	National Patent National Patent National Patent PCT Application	08/828976 09/018823	11/16/99	
Invista North America S.A.R.L. Invista North America S.A.R.L. Invista North America S.A.R.L.	National Patent National Patent PCT Application	09/018823		5985789
Invista North America S.A.R.L. Invista North America S.A.R.L.	National Patent PCT Application		5/1/01	6225477
Invista North America S.A.R.L.	PCT Application	U9/U11997	12/28/99	6008384
	**	09/403339	12/6/05	6972342
CHIVISTA INOTIN ATHETICA N.A.K.L	National Patent	09/243019	5/1/01	6225403
	National Patent	09/376310	2/27/01	6194572
	National Patent	09/529098	10/15/02	6465420
	PCT Application	10/344448	10/10/06	7119225
	National Patent	09/896799	10/10/00	7117223
	National Patent	09/927654	9/17/02	6451966
	National Patent	10/198424	5/20/03	6566539
	National Patent	10/256626	3/20/03	0300337
	National Patent	10/328130		
	National Patent	10/327795	12/30/03	6670490
	Continuation-in-part	10/345001	12/30/03	0070420
	Continuation Continuation	10/372527	2/15/05	6855423
Continental AG	Continuation	10/3/2327	2/13/03	0033423
	Continuation	10/373461		
	National Patent	10/150214	7/27/04	6768028
	Divisional	10/130214	1121104	0708028
	National Patent	10/773492	8/8/06	7087706
	National Patent	10/773490	0/0/00	7007700
	National Patent	10/830700	3/27/07	7195819
	Continuation	10/833442	7/3/07	7238833
	PCT Application	10/500198	113101	7230033
	PCT Application	11/658781		
	PCT Application	10/503549		
	National Patent	10/923301		
· · · · · · · · · · · · · · · · · · ·	Continuation-in-part	10/975850		
	PCT Application	11/719231		
 	National Patent	11/059251		
	National Patent	11/083728	6/13/06	7060820
	National Patent	11/083715	0/13/00	7000020
	PCT Application	10/557103		
	National Patent	11/314586	7/3/07	7238804
	PCT Application	10/569614	112101	723000
	PCT Application	10/588117		1
	PCT Application	11/660196		
	Provisional	60/901053		1
	specification	00/701033		
	PCT Application	11/662011		1

[[3019672]]

Invista North America S.A.R.L.	National Patent	11/716133	
Invista North America S.A.R.L.	Provisional	60/906093	
	specification		
Invista North America S.A.R.L.	Provisional	60/906447	
	specification		
Invista North America S.A.R.L.	Provisional	60/920677	
	specification		
Invista North America S.A.R.L.	Provisional	60/925423	
	specification		
Invista North America S.A.R.L.	Continuation-in-part	11/741145	
Invista North America S.A.R.L.	National Patent	11/740974	
Invista North America S.A.R.L.	National Patent	11/745668	
Invista North America S.A.R.L.	National Patent	11/748038	
	Divisional		
Invista North America S.A.R.L.	Provisional	60/917706	
	specification		
Invista North America S.A.R.L.	National Patent	11/748681	
Invista North America S.A.R.L.	Provisional	60/938742	
	specification		
Invista North America S.A.R.L.	Provisional	60/941406	
	specification		
Invista North America S.A.R.L.	Provisional	60/941415	
	specification		
Invista North America S.A.R.L.	Provisional	60/943689	
	specification		
Invista North America S.A.R.L.	National Patent	11/776922	
Invista North America S.A.R.L.	National Patent	11/776954	
Invista North America S.A.R.L.	National Patent	11/776904	
Invista North America S.A.R.L.	National Patent	11/776932	
Invista North America S.A.R.L.	National Patent	11/776968	
Invista North America S.A.R.L.	Provisional	60/950242	
I CADI	specification	60/050406	
Invista North America S.A.R.L.	Provisional	60/950426	
Invista North America S.A.R.L.	specification	(0/050014	
Invisia North America S.A.R.L.	Provisional	60/950914	
Invieta Neuth America C A D I	specification Continuation in part	11/780819	
Invista North America S.A.R.L. Invista North America S.A.R.L.	Continuation-in-part Provisional	60/952930	
invista North America S.A.R.L.	I	00/932930	
Invista North America S.A.R.L.	specification National Patent	11/837609	
Invista North America S.A.R.L.	Provisional	60/955928	
mivista North America S.A.K.L.	specification	00/933928	
Invista North America S.A.R.L.	National Patent	11/839599	
Invista North America S.A.R.L.	National Patent	11/839738	
Invista North America S.A.R.L.,	Provisional Provisional	60/968911	
Nanoproducts Corporation	specification	00/900911	
Invista North America S.A.R.L.	Provisional	60/969040	
invista (vortii / interiea 5./1.iv.b.	specification	00/707040	
Invista North America S.A.R.L.	Provisional	60/969278	
in the rotal ranging garant.	specification	301707210	
Invista North America S.A.R.L.	PCT Application	11/817709	
Invista North America S.A.R.L.	Provisional	60/970554	
	specification		
	- A	1	

Invista North America S.A.R.L.	Provisional	60/970598	
invisia i voita i morica 5.7 i.iv.D.	specification	00/7/0370	
Invista North America S.A.R.L.	Provisional	60/970602	
invista i voita i interior g.i i.iv.b.	specification	00/5/70002	
Invista North America S.A.R.L.	Provisional	60/971428	
invista i torta i incirca ().i i.it.i.i.	specification	00/5/11/20	
Invista North America S.A.R.L.	National Patent	11/857875	
Invista North America S.A.R.L.	Provisional	60/975918	
my ista i voita i mieriea șii muzi	specification	00/7/2710	
Invista North America S.A.R.L.	National Patent	11/863799	
Invista North America S.A.R.L.	Provisional	60/977507	
,	specification		
Invista North America S.A.R.L.	PCT Application	11/911288	
Invista North America S.A.R.L.	Provisional	60/980235	
	specification		
Invista North America S.A.R.L.	Provisional	60/980617	
	specification		
Invista North America S.A.R.L.	National Patent	11/877762	
	Divisional		
Invista North America S.A.R.L.	National Patent	11/877751	
	Divisional		
Invista North America S.A.R.L.	Provisional	60/984889	
	specification		
Invista North America S.A.R.L.	Provisional	60/986671	
	specification		
Invista North America S.A.R.L.	Provisional	60/987500	
	specification		
Invista North America S.A.R.L.	National Patent	11/941279	
	Divisional		
Invista North America S.A.R.L.	Provisional	60/990372	
	specification		
Invista North America S.A.R.L.	Provisional	60/991048	
	specification		

Schedule III to Copyright, Patent and Trademark Security Agreement

Trademark Applications

NONE

[[3019672]]