

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Wilton Industries, Inc.	05/19/2008

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 29

Property Type	Number
Application Number:	61036941
Application Number:	60959042
Application Number:	60964617
Application Number:	29302529
Application Number:	29302530
Application Number:	29302532
Application Number:	29302533
Application Number:	29302534
Application Number:	29302536
Application Number:	29283326
Application Number:	29283327
Application Number:	29283328
Application Number:	29283329
Application Number:	29296483
Application Number:	29301941

PATENT

500554466

REEL: 021031 FRAME: 0040

OP \$1160.00 61036941

Application Number:	29284748
Application Number:	29284749
Application Number:	29114515
Application Number:	60983636
Application Number:	29295179
Application Number:	29295181
Application Number:	29295182
Application Number:	29295183
Application Number:	29295184
Application Number:	60959041
Application Number:	60959061
Application Number:	11900245
Application Number:	29284746
Application Number:	29283731

#### CORRESPONDENCE DATA

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-993-2698  
 Email: magdalini.rizakos@lw.com  
 Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
 Address Line 1: 233 South Wacker Drive, Suite 5800  
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
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Total Attachments: 4  
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 source=Wilton- Patent Security Agreement (5-08)#page4.tif

## Patent Security Agreement

**Patent Security Agreement**, dated as of May 19, 2008, by WILTON INDUSTRIES, INC. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement (First Lien) dated as of August 1, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this supplement Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Patents of Pledgor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement 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 Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

WILTON INDUSTRIES, INC.

By: \_\_\_\_\_

Name: Thomas G. Kasvin

Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Patent Security Agreement (Wilton Industries)(First Lien)]

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

Very truly yours,

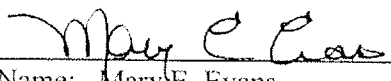
WILTON INDUSTRIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Irja R. Otsa  
Title: Associate Director

By:   
Name: Mary E. Evans  
Title: Associate Director

[Signature Page to Patent Security Agreement (Wilton Industries)(First Lien)]

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**  
**ISSUED PATENTS AND PATENT APPLICATIONS**

**Patent Applications:**

OWNER	APPLICATION NUMBER	TITLE FOR PUBLISHED APPLICATIONS
Wilton Industries, Inc.	61/036,941	Not Applicable
Wilton Industries, Inc.	60/959,042	Not Applicable
Wilton Industries, Inc.	60/964,617	Not Applicable
Wilton Industries, Inc.	29/302,529	Not Applicable
Wilton Industries, Inc.	29/302,530	Not Applicable
Wilton Industries, Inc.	29/302,532	Not Applicable
Wilton Industries, Inc.	29/302,533	Not Applicable
Wilton Industries, Inc.	29/302,534	Not Applicable
Wilton Industries, Inc.	29/302,536	Not Applicable
Wilton Industries, Inc.	29/283,326	Not Applicable
Wilton Industries, Inc.	29/283,327	Not Applicable
Wilton Industries, Inc.	29/283,328	Not Applicable
Wilton Industries, Inc.	29/283,329	Not Applicable
Wilton Industries, Inc.	29/296,483	Not Applicable
Wilton Industries, Inc.	29/301,941	Not Applicable
Wilton Industries, Inc.	29/284,748	Not Applicable
Wilton Industries, Inc.	29/284,749	Not Applicable
Wilton Industries, Inc.	29/114,515	Not Applicable
Wilton Industries, Inc.	60/983,636	Not Applicable
Wilton Industries, Inc.	29/295,179	Not Applicable
Wilton Industries, Inc.	29/295,181	Not Applicable
Wilton Industries, Inc.	29/295,182	Not Applicable
Wilton Industries, Inc.	29/295,183	Not Applicable
Wilton Industries, Inc.	29/295,184	Not Applicable
Wilton Industries, Inc.	60/959,041	Not Applicable
Wilton Industries, Inc.	60/959,061	Not Applicable
Wilton Industries, Inc.	11/900,245	Not Applicable
Wilton Industries, Inc.	29/284,746	Not Applicable
Wilton Industries, Inc.	29/283,731	Not Applicable