# 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
Safety Components Fabric Technologies, Inc.	12/24/2008

### RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201

### PROPERTY NUMBERS Total: 28

Property Type	Number
Patent Number:	5566434
Patent Number:	5630261
Patent Number:	5542703
Patent Number:	5690528
Patent Number:	5858888
Patent Number:	6247179
Patent Number:	5881776
Patent Number:	6074701
Patent Number:	6306462
Patent Number:	6065153
Patent Number:	6192520
Patent Number:	6606749
Patent Number:	6886184
Patent Number:	6253777
Patent Number:	6750162
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**PATENT** 

500750238 **REEL: 022078 FRAME: 0595** 

Patent Number:	7049252
Patent Number:	6632753
Patent Number:	6558249
Application Number:	11081362
Application Number:	10684639
Application Number:	10891418
Application Number:	11035050
Application Number:	11349056
Application Number:	11504214
Application Number:	11349052
Application Number:	10806082
Application Number:	10301490
Application Number:	11190499

#### **CORRESPONDENCE DATA**

Fax Number: (312)993-9767

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

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Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Linda R. Kastner

#### **Total Attachments: 15**

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### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 24, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement, dated as of December 29, 2006 (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Subordinated Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Subordinated Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Subordinated Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Subordinated Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):
- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on <u>Schedule 1</u> hereto;

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- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Subordinated Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Subordinated Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Subordinated Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each 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.

### **GRANTORS**

CONE JACQUARDS LLC

Name: Neil W. Koonce Title: Vice President

SAFETY COMPONENTS FABRIC TECHNOLOGIES, INC.

Name: Neil W. Koonce Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:

Title:

[SIGNATURE PAGE TO PATENT SECURITY AGRLEMENT]

## SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

# 1. REGISTERED PATENTS

### **Material Patents**

Patents held by Safety Components Fabric Technologies, Inc.:

Description	Application Number	Filing Date	Patent Number	Grant Date
Air Bag for use in Motor Vehicle and Method of Producing Same	08/259869	6-15-94	5566434	10-22-96
	08/385904	2-09-95	5630261	5-20-97
	08/428902	4-24-95	5542703	8-06-96
Release Liner and Method of Using Same	08/656661	5-31-96	5690528	11-25-97
Firefighter Garment Utilizing Improved High-Lubricating Lining Materials	08/683578	7-15-96	5858888	1-12-99
	09/139142	8-24-98	6247179	6-19-01
Rapier Woven Low Permeability Air Bag Fabric	08/787743	1-24-97	5881776	3-16-99
	09/222329	12-29-98	6074701	6-13-00
	09/528012	3-17-00	6306462	10-23-01
Water Resistant Protective Garment for Fire Fighters	09/016097	1-30-98	6065153	5-23-00
-	09/188635	11-09-98	6192520	2-27-01
	09/925014	8-08-01	6606749	8-19-03
	10/643387	8-19-03	6886184	5-03-05
Flame Resistant, Lightweight Tent for Use by Military Personnel	09/298085	4-22-99	6253777	7-03-01
Treated Fabric for Luggage	09/728590	12-01-00	6750162	6-15-04
	10/868526	6-15-04	7049252	5-23-06
Motor Vehicle Air Bag and Fabric for Use in Same	09/558766	4-26-00	6632753	10-14-03
Air Diffuser Fabric and Air Diffusers Formed Therefrom	09/597327	6-19-00	6558249	5-06-03

Patents held by Cone Jacquards LLC:

(see attached)

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# 2. PATENT APPLICATIONS

# **Material Patent Applications**

Patent Applications by Safety Components Fabric Technologies, Inc.:

Description	Application Number	Filing Date
Water Resistant Protective Garment for Fire Fighters	11/081362	3-16-05
Motor Vehicle Air Bag and Fabric for Use in Same	10/684639	10-14-03
Aircraft Insulation	10/891418	7-14-04
Non-Coated Fabric for Outdoor Applications	11/035050	1-13-05
Vehicle Air Bag Constructed from Composite Film	11/349056	2-07-06
	PCT/US06/003949	2-07-06
One Piece Woven Airbag Tethers	11/504214 Awaiting number	8-15-06 8-15-06
Water Jet Woven Air Bag Fabric Made from Sized Yarns	11/349052	2-07-06
Motor Vehicle Air bag and Fabric for Use in Same	10/806082	3-22-04
Apparatus and Method for making Motor Vehicle Airbags, and Airbags Made by Same	10/301490	11/21/02
Inflatable Airbag	11/190499 PCT/US05/026522	7-26-05 7-26-05

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NEV SET						
TITLE	X APPLN DATE	APPLN NO.	GRUANT DATE	GRANT NO.	exp date	57170
0011-0001 US SEPARATION AND PHASING	12 Of	/26/1985 813,569 SHEATH SLIVER AROUND A	5/5/1987 CORE	4.662,164		
0011-0002 US PLATING USING A NON-C	US 5/9/1985 732,259 A NON-CONDUCTIVE SHROUD AND A	۳ 2		4,643,816		GRANTED
0011-0003 LOW NOISE SAFETY AIR	5/19/1986 NO7715	864,216			5/9/2005	GRANTED
	NOZZLE		8861/07/+	4.721,249	5/19/2006	GRANTED
$\vdash$	US 5/9/1985 732,277 NICKEL PHOSPHORUS ELECTROPLATING	732,277 OPLATING	6/16/1987	4,673,468	5/9/2005	
0011-0008 US 10/27/1986 ELECTRODEPOSITED AMORPHOUS DUCTILE			7/16/1991		0.000	GRANTED
0011-0009	t	ALLOYS OF NICK	NICKEL AND PHOSPHORUS	HORUS	7/16/2008	GRANTED
NIEBO		835,748	8/25/1987	4,688,838	3/3/2006	!
US IC CLEANER	1/14/1986 818,769 FOR GROOVED ROTATING ROLLS	818,769 ATING ROLLS	10/10/1989	4,872,416	10/10/2006	GRANTED
WETHOD FOR VORTEX ACT	US 4/2/1985 719,129 VORTEX ACTION YARN HAIRINESS REDUCTION	719,129 NESS REDUCTION	8/22/1989	4,858,28B		GRANTED
0011-0013 US LOW CONTACT RESISTANCE	5/18/1984 611, E METALLIC COATING	611,968 FING	1/14/1986	4.564.565	0/22/2006	GRANTED
OO11-0014 US	5/9/1985	7 110		, 000	5/18/2004	GRANTED
DOIL OF THREADING FOR VACUUM SPINNING	VACUUM SPINNIN	2,319	12/30/1986	4,631,912	5/9/2005	
VACUUM SPINNING FROM S	5/9/1985 7 SLIVER	2,256	1/13/1987	4.635.436		GRANTED
0011-0020 WEFT INSERTED WARP KNIT	4/22/1986 FENCING PRO	606		4,636,420	12/3/2004	GRANTED
0011-0022 US SPINNING WITH VACUUM	12/11/1984 6	510	1/19/1988	770 744	4/22/2006	GRANTED
0011-0025 CLOTH TAKE-UP MANDREL	4/23/1984 6	602,745		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1/19/2005	GRANTED
0011-0028 US	10/18/1985 7			4,754,537	7/5/2005	GRANTED
		, 63, 116 8	8/26/1986 4	4.608,290	10/15/2004	GRANTED

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	METHOD OF	0011-0367	0011-0364	0011-0359	0011-0357	0011-0356 CLEAN AIR	0011-0355 VACUUM TR	LIGHT STA	IMPROVED	0071-6	0011-0336 COLD WEAT	0011-0332	FLUID DIS	PROCESS F	HEADW	FLUID JET 0011-0322	. 0011-0318 LOW NOISE
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++, 64, 1, 20	DYES	ELECTRODE FOR FLUID-JET		ON A	12/4/1987	5/27/1987 05 FLUID JET PRINTING	US 10/14/1987 FLUID-JET START-UP	US 9/9/1988 MICROPOROUS COATINGS	1/9/1987 IS DYEING PROCESS	THE THERE	2/18/1987	5 4/21/1987	S 8/18/1987 N BAR FOR FLUID	US 4/28/1987 CONTINUOUS DYEING	S 5/22/1987 E TUNNEL FOR COLD		E F H
124,573	038,495 H-BOILING		007,400 QUID JET APPA	128,907	110	054, 490	37 108,005 Up		001,748 ESS FOR TEXTILES	TITE LELPROVED BUOYANCY	7 015,981		r.	043,360 OF INDUST	052,989 WEATHER	7 069,202 SE POROUS METAL	906,906 DOFFING GUN
6/6/1989	6/28/1988 NONIONIC MEDIA	4/5/1988 MARKING APPARATUS	PERTURBED LIQUID JET APPARATUS AND METHOD	6/20/1989	,	10/17/1989	5/16/1989	3/20/1990	2/2/1988	,				11/7/1989 RIAL NYLON	4/25/1989 ENVIRONMENT	6/13/1989 AL INGESTION BLADE	5/26/1987
4,836,828	4,753,732	4,736,209	4,725,852 OD	4,841,307	1,070,034			3 4,910,078	4,722,735	0 4,739,522	-		9 4,843,407	9 4,878,920	39 4,823,407	89 4,839,664	87 4,667,864
11/24/2007	4/15/2007	10/10/2005	5/9/2005	12/4/2007	5/27/2007	7002/81/01		2/3/2007	1/9/2007	2/18/2007	4/21/2007		8/18/2007	4/28/2007	5/22/2007	7/2/2007	9/15/2006
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PATENT REEL: 022078 FRAME: 0607 ,一个人,一个人,一个人,一个人,也是是否的情况,这种人的情况就是这种人的人的情况,这一个人,一个人,一个人,一个人的人,也是一个人的人,也是是这种人的人的人,也是一个人,也是一个人,

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2///1990 07/476,304	عَ		2/10/1989 07/308 457	8/3/1989 07/388,823 FOR CONVERTING TOW INTO	2/22/1990 07/483,994 ASSEMBLY	7/7/1988 07/216,185 ENTS FOR POLYESTER/COTTON	6/7/1982 386,078	195 ETARDED		NG WITH COATED FABRIC	9/8/1989 07/4/	12/1/1987 127,086 ARTICLES WITH HIGH IMPACT	US 6/13/1989 07/3	7/29/1988 225,791 3/ THE STRENGTH OF ARAMID FABRICS	9/17/1987 097,677 PATTERN GENERATOR FOR	11/16/1988 273,747 HEATSETTING APPARATUS	6/25/1987 066,174 CESS AND APPARATUS
5,304 4/30/1991	1,370 8/28/1990	12/19/1989	;	8,823 12/25/1990 INTO STADIF		6,185 6/27/1989 /COTTON FABRICS	178 4/2/1985	,858 2/20/1990 FABRICS	164 3/14/1989 HTFASTNESS	FABRIC 7/2/1991	į		07/365,463 2/5/1991 IS	791 3/27/1990 RAMID FABRICS	677 6/20/1989 FOR TEXTILES	747 9/19/1989 IS	174 1/31/1989
5,011,021	4,951,319	4,887,317		4.979,270	4,986,066	4,842,609	4.507,913	4,902,300	4,812,139	5,027,438		4,812,142	4,990,368	4,911,730	4,841,306	4,866,957	4,801,947
2/7/2010	8/28/2007	8/31/2007	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	8/3/2009	12/19/2009	6/27/2006	6/7/2002	5/22/2007	5/4/2008	7/2/2008		12/1/2007	6/13/2009	7/29/2008	9/17/2007	8/27/2007	6/25/2007
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2/18/2003	8/27/2002 YARN	3/4/2003	ING S			.697 2/15/2000	THE STIFF FABRIC	NIM WASTE	12/26/199 UNDERABLE		FABRI	TE, AND COMPOSITE FABRIC	0//881,263 3/14/1995 JE	07/500,602 11/5/1991
6,521,000	6,439,269	6,527,815	6,177,170	6,238,441	6,055,711	6,023,925	5,534,298	5,471,720	5 5,477,595 SOFT HAND KNITTED	5,514,187	5,612,126	5,419,952	5,396,688	5,062,534
3/30/2020	6/28/2021	9/13/2020	12/28/2018	7/29/2018	1/27/2018	11/21/2017	1/19/2014	1/21/2014	2/14/2014 TED GARMENT	9/20/2014	3/18/2014	5/30/2012	5/11/2012	3/28/2010
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Salt-and-Pepper Denim 3/10/1989 07/322,130 7/19/1994 5,	US 5/17/2001 09/858,903 11/11/2003  NATERPROOF BREATHABLE LAMINATE ,  US 4/11/2001 09/832,014 10/30/2001  NOF COLOR BLENDED YARN FOR DENIM CONSTRUCTION  US 10/31/2002 10/284,357	0011-0896 US 9/27/2000 09/671,978 12/10/2002 6 VELVET-LIKE JACQUARD FABRIC AND METHOD OF MAKING SAME 0011-0897 US 11/22/2000 09/718,091 1/20/2004 6
5,330,538	6,645,887 6,308,506	6,490,771 6,680,100
7/19/2011	5/17/2021 12/18/2018	12/28/2018 11/22/2020
Filed/Pending GRANTED	GRANTED GRANTED	GRANTED GRANTED

PATENT REEL: 022078 FRAME: 0611

RECORDED: 01/09/2009