

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Wellman, Inc.	01/29/2009

RECEIVING PARTY DATA	
Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-0001

PROPERTY NUMBERS Total: 59	
Property Type	Number
Application Number:	11091413
Application Number:	11244687
Application Number:	10813893
Application Number:	10962167
Application Number:	11753287
Application Number:	11780926
Application Number:	12119723
Application Number:	12129310
Application Number:	12124592
Patent Number:	6035621
Patent Number:	6067785
Patent Number:	6110587
Patent Number:	6134758
Patent Number:	6218007
Patent Number:	6221488

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Patent Number:	6250060
Patent Number:	6291066
Patent Number:	6294254
Application Number:	11761051
Patent Number:	6303739
Patent Number:	6322886
Patent Number:	6399705
Patent Number:	6454982
Patent Number:	6485829
Patent Number:	6509091
Patent Number:	6572966
Patent Number:	6582817
Patent Number:	6623853
Patent Number:	6706393
Patent Number:	5898058
Patent Number:	6031065
Patent Number:	6284866
Patent Number:	6335422
Patent Number:	6500890
Patent Number:	6569991
Patent Number:	6573359
Patent Number:	6590069
Patent Number:	6599596
Patent Number:	6710158
Patent Number:	6727306
Patent Number:	6803082
Patent Number:	7129317
Patent Number:	7094863
Patent Number:	7238770
Patent Number:	5227109
Patent Number:	5407625
Patent Number:	5531951
Patent Number:	5614296
Patent Number:	6746230
Patent Number:	6797209

Patent Number:	7001664
Patent Number:	7229688
Patent Number:	5644906
Patent Number:	6110405
Patent Number:	6182685
Patent Number:	6383635
Patent Number:	5601918
Patent Number:	5593629
Patent Number:	5876644

CORRESPONDENCE DATA

Fax Number: (214)969-4343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2149692761
Email: kthiesse@akingump.com
Correspondent Name: Karen Thiesse
Address Line 1: 1700 Pacific Ave, Suite 4100
Address Line 4: Dallas, TEXAS 75201-4675

ATTORNEY DOCKET NUMBER:	685999-0001
NAME OF SUBMITTER:	Karen Thiesse

Total Attachments: 15

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A. <u>Patent Application No.(s)</u>	B. <u>Patent No.(s)</u>	<u>Patent No.(s)</u>
11/761,051	6,303,739	6,797,209
	6,322,886	7,001,664
	6,399,705	7,229,688
	6,454,982	5,644,906
	6,485,829	6,110,405
	6,509,091	6,182,685
	6,572,966	6,383,635
	6,582,817	5,601,918
	6,623,853	5,593,629
	6,706,393	5,876,644
	5,898,058	
	6,031,065	
	6,284,866	
	6,335,422	
	6,500,890	
	6,569,991	
	6,573,359	
	6,590,069	
	6,599,596	
	6,710,158	
	6,727,306	
	6,803,082	
	7,129,317	
	7,094,863	
	7,238,770	
	5,227,109	
	5,407,625	
	5,531,951	
	5,614,296	
	6,746,230	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of January 30, 2009, by WELLMAN, INC., a Delaware corporation ("Grantor"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation, in its capacity as trustee ("Trustee") and collateral agent (in such capacity, the "Collateral Agent") under the Indenture, dated the date hereof, by and among Wellman Holdings, Inc., a Delaware corporation (the "Company"), as issuer, the guarantors party thereto and Wilmington Trust Company, as Trustee and Collateral Agent (as such indenture may hereafter be amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), pursuant to which the Company has issued its 5.00% Convertible Third Lien Subordinated Notes due 2019 (the "Notes").

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent are parties the Indenture and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Security Agreement (as hereinafter defined) and this Patent Security Agreement (all of the foregoing, together with the Indenture, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Note Documents");

WHEREAS, as a condition to the acceptance of the Notes by the Holders, the Grantor has agreed to execute and deliver to the Collateral Agent, for the benefit of itself, the Trustee and the Holders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself, the Trustee and the Holders, 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 Indenture or the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself, the Trustee and the Holders, a continuing security interest in and lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral") as collateral security for the prompt and complete payment and performance when due (whether by stated maturity, by acceleration, by prepayment or otherwise (including the payment of

amount that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Note Obligations (as such term is defined in the Indenture) of the Grantor:

(a) all right, title and interest in and to all of its Patents and all patent applications and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office or in any similar office or agency in any other country or jurisdiction, including but not limited to, the United States patents and patent applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time;

(b) all rights of Grantor in all present and future agreements containing a license of Patents to Grantor (subject to the rights of the licensors therein) pertaining to the foregoing;

(c) all income, fees, royalties or other payments at any time due or payable with respect to the foregoing, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(d) all reissues, continuations or extensions of the foregoing;

(e) all rights corresponding thereto throughout the world with respect to the foregoing; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of its Patents or Patents licensed under any Patent license (to the extent that Grantor is permitted to bring such claim under the applicable Patent license) and any licenses royalties, income, payments, claims, damages and proceeds of suit of any of the foregoing.

Patent Collateral shall not include Excluded Property (as defined in the Indenture).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself, the Trustee and the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with any provision of the Security Agreement, the provisions of the Security Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Patent Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under the Note Documents.

4. EXCLUDED COLLATERAL.

(a) Notwithstanding any other provision of this Patent Security Agreement or any other Note Documents, (i) the term "Patent Collateral" in this Patent Security Agreement shall not include the Excluded Litigation Assets and (ii) no security interest, lien or other interest of any kind or character has been, is or will be granted by Grantor in the Excluded Litigation Assets.

(b) Notwithstanding any other provision of this Patent Security Agreement or any other Note Documents, the Collateral Agent hereby (1) represents, warrants and acknowledges that it does not have any security interest, lien or other interest of any kind or character in the Excluded Litigation Assets, (2) covenants and agrees that (a) it will not seek any such security interest, lien or other interest and (b) it will promptly release any such security interest, lien or other interest if such is ever granted or created, and (3) acknowledges and agrees that neither this Patent Security Agreement nor any other Note Documents shall in any way limit or restrict the rights of the Grantor in accordance with the Plan.

(c) "Excluded Litigation Assets" means (1) the litigation captioned *Wellman, Inc. v. Eastman Chemical Company*, Case No. 07-585 (SLR) pending in the United States Court for the District of Delaware, all related cases and appeals and all proceedings, causes of action, claims, suits, litigations, damages, rights, remedies or other matters now existing or hereafter arising directly or indirectly related to or arising out of the underlying facts and circumstances of such case, (2) all judgments, orders and decrees now existing or hereafter arising or issued in connection with any such litigation or other matters, and (3) all proceeds (including, without limitation, all "proceeds" as such term is defined in the UCC) of any kind or character now existing or hereafter arising directly or indirectly from any Excluded Litigation Assets, including, without limitation, sums received upon enforcement of a judgment or in connection with a settlement.

5. INTERCREDITOR AGREEMENT. Each of the Company and each Guarantor agrees, and each Holder, whether or not such Holder is a signatory thereto or hereto, by accepting or acquiring a Note or the rights or benefits thereunder agrees, to be, and that such Person is, bound by the terms of the Intercreditor Agreement, including the payment and lien subordination provisions contained therein and authorizes the Trustee and the Collateral Agent to give effect to such terms. Notwithstanding anything herein to the contrary, each Holder and the Collateral Agent acknowledges that the Lien and security interest granted to the Collateral Agent pursuant hereto and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. For the avoidance of doubt, any obligation hereunder of any Grantor to deliver Patent Collateral or proceeds thereof to the Collateral Agent or any other Person, shall be satisfied by delivery of such Patent Collateral or proceeds thereof to the Person and in the manner required under the Intercreditor Agreement. In the event of a conflict or any inconsistency between the terms of the Intercreditor Agreement on the one hand and this Patent Security Agreement on the other hand, the terms of the Intercreditor Agreement shall prevail. In the event of a conflict or any inconsistency between the terms of the Indenture on the one hand and this Patent Security Agreement on the other hand, the terms of the Indenture shall prevail.

6. GOVERNING LAW. The validity, interpretation and enforcement of this Patent Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Patent Security Agreement.

[Signature Page Follows]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Granted U.S. Patents

	Patent Number	Title	Filing Date	Issue Date	Owner
PET Staple	6,035,621	Spinning Apparatus, Method of Producing Yarns, and Resulting Yarns	3/3/1999	3/14/2000	Wellman, Inc.
	6,067,785	Method of Producing High Quality Dark Dyeing Polyester and Resulting Yarns and Fabrics	4/24/1998	5/30/2000	Wellman, Inc.
	6,110,587	Modified Polyester with High Intrinsic Viscosity at Moderate Strength	10/14/1997	8/29/2000	Wellman, Inc.
	6,134,758	Method of Producing Improved Crimped Polyester Fibers	3/22/1999	10/24/2000	Wellman, Inc.
	6,218,007	Method of Producing High Quality Dark Dyeing Polyester and Resulting Yarns and Fabrics	5/18/1999	4/17/2001	Wellman, Inc.
	6,221,488	Modified Polyester with High Intrinsic Viscosity at Moderate Strength	7/27/2000	4/24/2001	Wellman, Inc.
	6,250,060	Method of Producing Improved Knit Fabrics From Blended Fibers	7/9/1998	6/26/2001	Wellman, Inc.
	6,291,066	Polyethylene Glycol Modified Polyester Fibers and Method for Making the Same	1/18/2000	9/18/2001	Wellman, Inc.
	6,294,254	Polyester Modified with Polyethylene Glycol and Pentaerythritol	8/28/1998	9/25/2001	Wellman, Inc.
	6,303,739	Method of Preparing Polyethylene Glycol Modified Polyester Filaments	12/5/2000	10/16/2001	Wellman, Inc.
	6,322,886	Polyethylene glycol modified polyester fibers, yarns, and fabrics and method for making the same	5/16/2001	11/27/2001	Wellman, Inc.
	6,399,705	Method of Preparing Polyethylene Glycol Modified Polyester Filaments	12/5/2000	6/4/2002	Wellman, Inc.
	6,454,982	Method of Preparing Polyethylene Glycol Modified Polyester Filaments	11/19/1999	9/24/2002	Wellman, Inc.
	6,485,829	Polyester Modified with Polyethylene Glycol and Pentaerythritol	5/9/2001	11/26/2002	Wellman, Inc.
	6,509,091	Polyethylene Glycol Modified Polyester Fibers	4/6/2001	1/21/2003	Wellman, Inc.
	6,572,966	Polyester Fibers Having Substantially Uniform Primary and Secondary Crimps	10/20/2000	6/3/2003	Wellman, Inc.

	Patent Number	Title	Filing Date	Issue Date	Owner
	6,582,817	Nonwoven Fabrics Formed from Polyethylene Glycol Modified Polyester Fibers and Method for Making the Same	1/17/2001	6/24/2003	Wellman, Inc.
	6,623,853	Polyethylene Glycol Modified Polyester Fibers and Method for Making the Same	3/8/2001	9/23/2003	Wellman, Inc.
	6,706,393	Polyester Fiber Tow Having Substantially Uniform Primary and Secondary Crimps	3/29/2003	3/16/2004	Wellman, Inc.
Packaging Resins	5,898,058	Method of Post-Polymerization Stabilization of High Activity Catalysts in Continuous Polyethylene Terephthalate Production	5/20/1996	4/27/1999	Wellman, Inc.
	6,031,065	Polyester Copolymers From Naphthalate and Related Esters	2/2/1998	2/29/2000	Wellman, Inc.
	6,284,866	Method of Preparing Modified Polyester Bottle Resins	12/7/1999	9/4/2001	Wellman, Inc.
	6,335,422	Method of Preparing Modified Polyester Bottle Resins	5/8/2001	1/1/2002	Wellman, Inc.
	6,500,890	Polyester Bottle Resins Having Reduced Frictional Properties and Methods for Making the Same	12/15/2000	12/31/2002	Wellman, Inc.
	6,569,991	Methods of Post-Polymerization Extruder Injection in Polyethylene Terephthalate Production	8/17/2001	5/27/2003	Wellman, Inc.
	6,573,359	Methods of Post-Polymerization Injection in Condensation Polymer Production	12/14/2001	6/3/2003	Wellman, Inc.
	6,590,069	Methods of Post-Polymerization Extruder Injection in Condensation Polymer Production	12/14/2001	7/8/2003	Wellman, Inc.
	6,599,596	Methods of Post-Polymerization Injection in Continuous Polyethylene Terephthalate Production	12/15/2000	7/29/2003	Wellman, Inc.
	6,710,158	Methods for Making Polyester Bottle Resins Having Reduced Frictional Properties	6/21/2002	3/23/2004	Wellman, Inc.
	6,727,306	Polymer Resins Having Reduced Frictional Properties	6/21/2002	4/27/2004	Wellman, Inc.
	6,803,082	Methods for the Late Introduction of Additives Into Polyethylene Terephthalate	7/25/2003	10/12/2004	Wellman, Inc.
	7,129,317	Slow-Crystallizing Polyester Resins	5/21/2004	10/31/2006	Wellman, Inc.

	Patent Number	Title	Filing Date	Issue Date	Owner
	7,094,863	Polyester Preforms Useful for Enhanced Heat-Set bottles	11/24/2004	8/22/2006	Wellman, Inc.
	7,238,770	Methods of Making Imide-Modified Polyester Resins	1/28/2005	7/3/2007	Wellman, Inc.
Fiberfill	5,227,109	Method for Producing Multicomponent Polymer Fibers	1/8/1992	7/13/1993	Wellman, Inc.
	5,407,625	Method of Forming Self-Texturing Filaments and Resulting Self-Texturing Filaments	11/22/1993	4/18/1995	Wellman, Inc.
	5,531,951	Method of Forming Staple fibers from Self-Texturing Filaments	11/4/1994	7/2/1996	Wellman, Inc.
	5,614,296	Resilient Molded Preform Made from Staple Fibers of Self-Texturing Filaments	9/26/1995	3/25/1997	Wellman, Inc.
	6,746,230	Apparatus for High Denier Hollow Spiral Fiber	5/8/2001	6/8/2004	Wellman, Inc.
	6,797,209	Method and Apparatus for High Denier Hollow Spiral Fiber	2/12/2003	9/28/2004	Wellman, Inc.
	7,001,664	Method and Apparatus for High Denier Hollow Spiral Fiber	9/27/2004	2/21/2006	Wellman, Inc.
	7,229,688	Method and Apparatus for High Denier Hollow Spiral Fiber	9/13/2005	6/12/2007	Wellman, Inc.
Filament	5,644,906	Hot Feed Draw Texturing for Dark Dyeing Polyester	5/10/1995	7/8/1997	Wellman, Inc.
	6,110,405	Melt Spinning Colored Polycondensation Polymers	9/15/1997	8/29/2000	Wellman, Inc.
	6,182,685	Injector Structure for Liquid Additives	3/17/1999	2/6/2001	Wellman, Inc.
	6,383,635	Melt Spinning Colored Polycondensation Polymers	8/31/1999	5/7/2002	Wellman, Inc.
Wellstrand	5,601,918	Large denier polyester and nylon filaments	3/29/1996	2/11/1997	Wellman, Inc.
	5,593,629	Method for Increased Productivity of Industrial Fiber	2/22/1995	1/14/1997	Wellman, Inc.
Resins Recycling	5,876,644	Food Quality Polyester Recycling	8/27/1996	3/2/1999	Wellman, Inc.

Pending U.S. Patent Applications

	Application Number	Title	Filing Date	Owner
Fiber	11/091,413	Low Density Light Weight Filament and Fiber	3/29/2005	Wellman, Inc.

	Application Number	Title	Filing Date	Owner
	11/244,687	Low Density Light Weight Filament and Fiber	10/5/2005	Wellman, Inc.
	10/813,893	Low density light weight filament and fiber	3/31/2004	Wellman, Inc.
Packaging Resins	10/962,167	Methods for Introducing Additives into Polyethylene Terephthalate	10/8/2004	Wellman, Inc.
	11/753,287	Imide-Modified Polyester Resins	5/24/2007	Wellman, Inc.
	11/780,926	Polyamide-Polyester Polymer Blends and Methods of Making the Same	7/20/2007	Wellman, Inc.
	12/119,723	Alumina-Enhanced Polyester Resins and Methods for Making the Same	5/13/2008	Wellman, Inc.
	12/129,310	Polyester Resins and Polyester Containers Having Reduced Frictional Properties	5/29/2008	Wellman, Inc.
	12/124,592	Polyester Resins for High-Efficiency Injection Molding	5/21/2008	Wellman, Inc.
Fiberfill	11/761,051	Method and Apparatus for High Denier Hollow Spiral Fiber	6/11/2007	Wellman, Inc.

EXHIBIT A
to
PATENT SECURITY AGREEMENT

Power of Attorney

[see attached]

**SPECIAL POWER OF ATTORNEY
PATENTS**

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

KNOW ALL MEN BY THESE PRESENTS, that WELLMAN, INC., a Delaware corporation (the "Company"), having an office at 3303 Port & Harbor Drive, Bay St. Louis, MS 39520, hereby appoints and constitutes, severally, Wilmington Trust Company ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Company, subject to, and exercisable in accordance with, the terms of the Security Agreement (defined below). Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Security Agreement.

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Company in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Patent Security Agreement, dated of even date herewith, between the Company and Secured Party, in its capacity as Collateral Agent, (as amended from time to time, the "Security Agreement") entered into in connection with that certain Indenture (as the same may be amended and/or supplemented from time to time, the "Indenture"), dated as of the date hereof among Wellman Holdings, Inc., ("Holdings"), as issuer, the guarantors party thereto and Secured Party pursuant to which Holdings has issued its 5.00% Convertible Third Lien Subordinated Notes due 2019. This Power of Attorney and is subject to the terms and provisions of the Security Agreement and of the Indenture. This Power of Attorney, being coupled with an interest, is irrevocable until all "Note Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

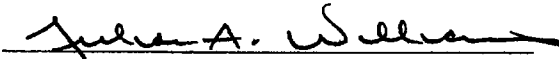
Dated: January 29 2009

WELLMAN, INC.

By: Keith R. Puccio
Name: Keith R. Puccio
Title: Chief Financial Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 29 day of JANUARY, 2009 before me personally came LEITH R. PHILLIPS, to me known, who being duly sworn, did depose and say, that he is the CFO of Wellman, Inc., the Delaware corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

JULIAN A. WILLIAMS
Notary Public, State of New York
No. 01W16193377
Qualified in Queens County
Commission Expires Sept. 15, 2012

[Signature Page to Third Lien Power of Attorney - Patents]