



Execution Version

**PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT (the "Assignment") made as of August 25, 2008, is made by Western Nonwovens, Inc., Western Synthetic Fiber, Inc., Mid-America Fiber Company, Inc., Bonded Fiberloft, Inc., Paltex, Inc., Utah Nonwovens, Inc. and Florida Nonwovens, Inc., each a Chapter 11 Debtor and Debtor in Possession under Case No. 08-11435 (PJW) (the "Case") in the United States Bankruptcy Court for the District of Delaware (collectively, as "Assignor") in favor of Sylvan Chemical Co., Inc. ("Assignee").

WHEREAS, each entity comprising Assignor wishes to transfer, to the extent transferable pursuant to the Approval Order, all of its respective right, title and interest, if any, in and to certain patents and patent applications identified in Schedule A attached hereto and made a part hereof (the "Patents and Patent Applications");

WHEREAS, Assignee desires to obtain all of the respective right, title and interest, if any, of the entities comprising Assignor in, to and under said Patents and Patent Applications and to the inventions described therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

To the extent transferable pursuant to the Approval Order and to the extent of their respective interests therein, each entity comprising Assignor hereby irrevocably conveys, assigns, transfers, sells and delivers to Assignee, its successors and assigns, its respective entire right, title and interest throughout the universe in and to the Patents and Patent Applications and to the inventions described therein and to any patents of the United States and all foreign countries which have been or shall be granted on any of the Patents or Patent Applications or inventions described therein (collectively, "Other Patents"), or on any provisionals, non-provisionals, divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations or other applications containing in whole or in part the disclosure of the Patents, Patent Applications or Other Patents (collectively, "Patent Continuations"); the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said patents, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

To the extent of their respective interests, if any, in and to the Patent Applications, Other Patents and Patent Continuations, each entity comprising Assignor hereby (i) authorizes and requests competent authorities to issue any Letters Patent as shall be granted upon said Patent Applications, Other Patents and Patent Continuations to Assignee and its successors and assigns, and (ii) hereby covenants that it has the full right to convey its respective entire interest herein

11175184\_3.DOC

PAGE 3/6 \* RCVD AT 4/15/2009 10:19:02 AM [Eastern Daylight Time] \* SVR:USPTO-EFXXRF-5/4 \* DNIS:2738300 \* CSID:8645031999 \* DURATION (mm:ss):01:16

PATENT  
REEL: 022576 FRAME: 0217

assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws thereunder, except to the extent that such laws are superseded by the Bankruptcy Code.

Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. Without limiting the foregoing, the transfers provided for herein are made without representation or warranty of any kind and Assignee hereby accepts the Patents and Patent Applications "AS IS," "WHERE IS," and "WITH ALL FAULTS."

[The remainder of this page is intentionally left blank.]

-2-

11175184\_3.DOC

PAGE 4/6 \* RCVD AT 4/15/2009 10:19:02 AM [Eastern Daylight Time] \* SVR:USPTO-EFXRF-5/4 \* DNIS:2738300 \* CSID:8645031999 \* DURATION (mm-ss):01-16

PATENT  
REEL: 022576 FRAME: 0218

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed effective as of August 25, 2008.

WESTERN NONWOVENS, INC.,  
Chapter 11 Debtor and Debtor in Possession

By:   
Name: Jonathan J. Nash  
Title: Chief Executive Officer

WESTERN SYNTHETIC FIBER, INC.,  
Chapter 11 Debtor and Debtor in Possession

By:   
Name: Jonathan J. Nash  
Title: Chief Executive Officer

MID-AMERICA FIBER COMPANY, INC.,  
Chapter 11 Debtor and Debtor in Possession

By:   
Name: Jonathan J. Nash  
Title: Chief Executive Officer

BONDED FIBERLOFT, INC.,  
Chapter 11 Debtor and Debtor in Possession

By:   
Name: Jonathan J. Nash  
Title: Chief Executive Officer

[SIGNATURES CONTINUED  
ON NEXT PAGE]

[SIGNATURES CONTINUED  
ON NEXT PAGE]

PALTEX, INC.,  
Chapter 11 Debtor and Debtor in Possession

By: [Signature]  
Name: Jonathan J. Nash  
Title: Chief Executive Officer

UTAH NONWOVENS, INC.,  
Chapter 11 Debtor and Debtor in Possession

By: [Signature]  
Name: Jonathan J. Nash  
Title: Chief Executive Officer

FLORIDA NONWOVENS, INC.,  
Chapter 11 Debtor and Debtor in Possession

By: [Signature]  
Name: Jonathan J. Nash  
Title: Chief Executive Officer

STATE OF Texas

COUNTY OF Travis

)  
) ss.  
)

On August 25, 2008, before me, the undersigned, a Notary Public in and for such State, personally appeared Jonathan J. Nash, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Chief Executive Officer of each of Western Nonwovens, Inc., Western Synthetic Fiber, Inc., Mid-America Fiber Company, Inc., Bonded Fiberloft, Inc., Paltex, Inc., Utah Nonwovens, Inc. and Florida Nonwovens, Inc..

WITNESS my hand and official seal.

[SEAL]



[Signature]  
Notary Public  
My Commission expires on: August 1, 2011