

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
PERFORMANCE FIBERS OPERATIONS, INC.	05/08/2009
RECEIVING PARTY DATA	
Name:	WELLS FARGO FOOTHILL, INC., as Administrative Agent
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 33	
Property Type	Number
Patent Number:	5328765
Patent Number:	5525424
Patent Number:	6074753
Patent Number:	6471906
Application Number:	10591513
Patent Number:	5483010
Patent Number:	5523156
Patent Number:	5562988
Patent Number:	6767485
Patent Number:	4973657
Patent Number:	5186879
Patent Number:	5238740
Patent Number:	5266255
Patent Number:	6015616

OP \$1320.00 5328765

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PATENT
REEL: 022694 FRAME: 0198

Patent Number:	5669796
Patent Number:	5672421
Patent Number:	5658655
Patent Number:	5744237
Patent Number:	6117549
Patent Number:	6775970
Patent Number:	5518813
Patent Number:	5658662
Patent Number:	5713601
Patent Number:	5735110
Application Number:	10500198
Patent Number:	5538792
Application Number:	11658781
Patent Number:	6855423
Application Number:	10550260
Patent Number:	5624754
Patent Number:	5773144
Patent Number:	5597651
Patent Number:	5654097

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher
 Address Line 1: Goldberg Kohn
 Address Line 2: 55 East Monroe Street, Suite 3300
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.176
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NAME OF SUBMITTER:	Nancy Brougher
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Total Attachments: 14

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 8th day of May, 2009, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Performance Fibers, Inc., a Delaware corporation ("Performance Fibers"), DSE Holding Corp., a Delaware corporation ("DSE"), Performance Fibers Scottsboro, Inc., a Delaware corporation ("PF Scottsboro"), Performance Fibers Winfield, Inc., a Delaware corporation ("PF Winfield"), Performance Fibers Operations, Inc., a Delaware corporation ("PF Operations") and, collectively with Performance Fibers, DSE, PF Scottsboro and PF Winfield, each a "Borrower" and collectively the "Borrowers"), Performance Fibers Holdings, Inc., a Delaware corporation ("PF Holdings"), INA Fibers Holding Corp., a Delaware corporation ("INA") (PF Holdings and INA sign solely for purposes of Sections 5 and 6 thereof), the lenders party thereto as "Lenders" ("Lenders"), and Wells Fargo Foothill, Inc., as a lender and as arranger and administrative agent for the Lenders, the Lender Group is willing to continue to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and INA shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Supplement No. 2 to Security Agreement of even date herewith, which joins Grantor and INA to that certain Security Agreement dated as of October 5, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") among the Grantors party thereto and Administrative Agent;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, 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 Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property)(collectively, the "Patent Collateral"):

(a) all of its Patents and Intellectual Property Licenses to which it is a party including those Patents referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, the Administrative Agent shall, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Patent Collateral under this Patent Security Agreement.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it

shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

PERFORMANCE FIBERS OPERATIONS, INC.

By: 
Name: Sandi Galac
Title: Vice President & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as
Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

PERFORMANCE FIBERS OPERATIONS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO FOOTHILL, INC., as
Administrative Agent**

By:  _____
Name: Gary Forlenza
Title: VP

SCHEDULE I
to
PATENT SECURITY AGREEMENT

See attached.

Patent Licenses

Schedule I to Patent Security Agreement

Performance Fibers Operations, Inc.

Docket	Patent / Application No.	Title	Status	Product Codes
8072	[EP 0 395 435] DE, FR, GB, IT, NL	Organic polymer having a modified surface and process therefor	Granted	811, 793
	JP 2 725 877		Granted	
	KR 181 175		Granted	
	US 5,328,765		Granted	
	US 5,525,424		Granted	
1997/T003	[EP 0 854 163] DE, FR, NL	Stretched polyester yarn for reinforcement of elastic structures	Granted	785, 787
	BR 98 000 14		Filed	
	CN 98 104239.2		Granted	
	ID 7449		Granted	
	KR 488 276		Granted	
	IN 102/MAS/98		Filed	
	TR 165 215		Granted	
	US 6,074,753		Granted	
1999/18	EP 1 172 465 [BE, CH, FR, DE, ES, NL]	Ultra low tension relax process and tension gate apparatus	Filed	Development
	TR 2001 01992		Granted	

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Docket	Patent / Application No.	Title	Status	Product Codes
	BR 01 02053 CN 1 332 274 JP 2002 030 517 KR 34732/2001 MX 227 857 TW 197769 US 6,471, 906		Filed Decision to grant Filed Filed Granted Granted Granted	
2004/02	BR PCT/US05/008989 CN PCT/US05/008989 EP PCT/US05/008989 ID WO 02/00602379 IN 4746/DELNP/06 JP PCT/US05/008989 KR 10-2006-7022001 MX 06/009900 US 10/591513	Low Wick Continuous Filament Yarn	Filed Designated Published Filed Filed Filed Filed Filed Filed	784
8204	US 5,483,010 US 5,523,156 US 5,562,988	Organic polymer having a modified surface and process therefor	Filed Filed Filed	811,793

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Docket	Patent / Application No.	Title	Status	Product Codes
2002/08 ** Note that this family of patents and patent applications require a license grant back to Invista for use etc. outside of the Business	BR P10318193.6 BY 2005/0911.00 CN 2003/80110200.20 EP 3770629.80 ID WO05/02546 IN 4129/DELNP/2005 KR 10-2005-7018112 US 6,767,485 ZA 2005/07348	Process for Controlling Molecular weight	Filed Filed Published Published Filed Filed Filed Granted Decision to grant	Process
1984/F202	US 4,973,657	High strength polyester and process for its preparation	Granted	740, 745, 765, 748
1993/F431	EP 0 661 393 [DE, CH, FR, GB, IT, NL] BR 94 05273 CA 2 138 465 US 5,658,662	High tenacity, fire resistant polyester yarn, method for its production and use	Granted Granted Granted Granted	704, 706
8089	[EP 0 456 496] DE, FR, NL KR 208055 US 5,186,879	Spinning Process for producing high strength, high modulus low shrinkage yarns	Granted Granted Granted Granted	

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Docket	Patent / Application No.	Title	Status	Product Codes
8091	US 5,238,740	Drawn polyester having a high tenacity and high modulus and a low shrinkage	Granted	
8172	US 5,266,255	Process for High Stress Spinning of Polyester Industrial Yarn	Granted	
8224	US 6,015,616	Drawn polyester having a high tenacity and high modulus and a low shrinkage	Granted	
8232	[EP 0 773 331] DE, FR, GB, IT, NL	Geogrid composed of polyethylene terephthalate and polyolefin bicomponent fibers	Granted	
	US 5,669,796		Granted	
8196	[EP 0 623 765] DE, FR, GB, IT, NL	Heterofilament for cord reinforcement in rubber goods	Granted	
	US 5,672,421		Granted	
	US 5,658,655		Granted	
	US 5,744,237		Granted	
	US 6,117,549		Granted	
8291	[EP 1 205 593] CH, DE, FR, NL TR 00264	Polyester yarn with sequential coated reactive finishes, process for making the yarn, and a rubber composite employing the yarn	Granted	
2001/15	US 6,775,970	Apparatus and method for making a hybrid cord	Granted	

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Docket	Patent / Application No.	Title	Status	Product Codes
1997/T008	GB 2323102	Multifilament sewing thread	Granted	
1993/F396	[EP 0 658 639] DE CA 2137020	Poly(1,4-cyclohexane dimethyl terephthalate) multifilament yarns for technical applications and production thereof	Granted Granted Granted	
1993/F431	US 5,518,813 BR P19405273-5 CA 2138465 [EP 0 661 393] CH, DE, FR, GB, IT, NL MX 198085 US 5,658,662	High tenacity low flammability polyester yarn, production thereof and use thereof	Granted Granted Granted Granted Granted Granted Granted	

Docket	Patent / Application No.	Title	Status	Product Codes
1995/T022	BR P19605037 CA 2187587 CN 84233 [EP 0 773 313] DE, FR, GB, IT, NL IN 195329 KR 414997 MX 197919 US 5,713,601	Low flammability safety belts containing phosphorous modified polyester fibers and use of these fibers for manufacturing safety belts	Granted Granted Granted Granted Granted Granted Granted Granted	
1992/F315	[EP0 591 827] DE, FR, GB, GR, IT BR P10303991-3 MX 190682 SG 81195 TH 10786 TW NI-72698 US 5,735,110	Core yarn with a core of high strength material, preparation thereof and use of selected material for producing core yarns	Granted Granted Granted Granted Granted Granted Granted Granted	
2001/13	EP 1 463 852 CA 2 469 220	Yarn making process and apparatus	Granted Decision to grant Filed Decision to grant	

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Docket	Patent / Application No.	Title	Status	Product Codes
	CN 1610770		Granted	
	KR 624 573		Filed	
	MX 2004/0065275		Filed	
	US 10/500,198			
1992/F210	US 5,538,792	Process for drawing heated yarns, thereby obtainable polyester fibers, and use thereof	Granted	

Docket	Patent / Application No.	Title	Status	Product Codes
2003/06	CN 101001983	Adjustable air shield for skewed godet rolls	Published	
	EP 1 778 898		Published	
	IN 414/CHENP/2007		Filed	
	KR 10-2007-7004677		Filed	
	US 11/658781		Filed	
	VN I-2007-00422		Published	
2001/CONTI	EP 1 225 260	Wrapped Cord	Published	
	US 6,855,423		Granted	
2003/13	BR P10317648.7	Adhesion between Reinforcing	Filed	

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Docket	Patent / Application No.	Title	Status
	BY 20050751 CN 1751082 EP 1 585 782 IN 3168/DELNP/2005 JP 2006-526712 KR 2005-7011726 MX PA/a/2005/006668 PL P-377039 RU 2293091 US 2007/0102115	Materials and Rubber	Filed Published Published Published Filed Filed Filed Filed Granted Published
1528	US 5,624,754	Rubber-polyester composites including a side chain containing copolyester	Granted
1529	US 5,773,144	Rubber polyester composites including a functionally terminated copolyester	Granted
1530	US 5,597,651	Rubber polyester composites including polystyrene-polyester copolymers	Granted
1532	US 5,654,097	Heterofilament and fused cord thereof	Granted

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