

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
INVISTA North America S.a.r.l.	08/04/2010
RECEIVING PARTY DATA	
Name:	Deutsche Bank AG, New York Branch, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 97	
Property Type	Number
Patent Number:	7731787
Application Number:	12353584
Application Number:	12353410
Application Number:	12354030
Application Number:	12375704
Application Number:	61153498
Application Number:	61154162
Application Number:	61159311
Application Number:	61159825
Application Number:	61160080
Application Number:	12406571
Application Number:	61162480
Application Number:	61162835
Application Number:	12424082
Application Number:	12424102

501254306

PATENT
REEL: 024794 FRAME: 0102

OP \$3880.00 7731787

Application Number:	12424120
Application Number:	61171290
Application Number:	61171295
Application Number:	61171298
Application Number:	61171939
Application Number:	61172247
Application Number:	61176388
Application Number:	61176405
Application Number:	61176352
Application Number:	12463018
Application Number:	61176999
Application Number:	61179528
Application Number:	61181872
Application Number:	61183131
Application Number:	61183640
Application Number:	12517594
Application Number:	61184429
Application Number:	61184434
Application Number:	61221935
Application Number:	61221974
Application Number:	61224215
Application Number:	61224655
Application Number:	61226372
Application Number:	12523832
Application Number:	61228174
Application Number:	61232096
Application Number:	61232631
Application Number:	61236332
Application Number:	12530597
Application Number:	61241591
Application Number:	12559114
Application Number:	61247014
Application Number:	61248173
Application Number:	61249440
Application Number:	12577258

Application Number:	61251336
Application Number:	61253549
Application Number:	61254493
Application Number:	61255700
Application Number:	12608044
Application Number:	61256744
Application Number:	61258066
Application Number:	61258104
Application Number:	12612322
Application Number:	12612361
Application Number:	61259777
Application Number:	61259801
Application Number:	61261594
Application Number:	61261975
Application Number:	61261957
Application Number:	61262569
Application Number:	61285425
Application Number:	61286627
Application Number:	61286957
Application Number:	61287576
Application Number:	61287757
Application Number:	12665857
Application Number:	61289808
Application Number:	61289790
Application Number:	61289800
Application Number:	61289818
Application Number:	61294935
Application Number:	61295798
Application Number:	61295804
Application Number:	12693661
Application Number:	12694306
Application Number:	12697911
Application Number:	61300308
Application Number:	61300661
Application Number:	61304567

Application Number:	12673698
Application Number:	12675922
Application Number:	12722264
Application Number:	12726006
Application Number:	12760888
Application Number:	12760814
Application Number:	61326072
Application Number:	12781849
Application Number:	61345799
Application Number:	61348530
Application Number:	61362175
Application Number:	61363674

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1955
-------------------------	--------------

NAME OF SUBMITTER:	Frances B. Cutajar
--------------------	--------------------

Total Attachments: 11

source=DBINVISTAPat&TMSecurityGrant#page1.tif
source=DBINVISTAPat&TMSecurityGrant#page2.tif
source=DBINVISTAPat&TMSecurityGrant#page3.tif
source=DBINVISTAPat&TMSecurityGrant#page4.tif
source=DBINVISTAPat&TMSecurityGrant#page5.tif
source=DBINVISTAPat&TMSecurityGrant#page6.tif
source=DBINVISTAPat&TMSecurityGrant#page7.tif
source=DBINVISTAPat&TMSecurityGrant#page8.tif
source=DBINVISTAPat&TMSecurityGrant#page9.tif
source=DBINVISTAPat&TMSecurityGrant#page10.tif
source=DBINVISTAPat&TMSecurityGrant#page11.tif

COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2010 (together with all amendments, if any, from time to time hereto, this "Copyright, Patent and Trademark Security Agreement"), between INVISTA North America S.à r.l., a Luxembourg company with offices at 4123 East 37th Street North, Wichita, Kansas 67220 (the "IP Grantor"), and Deutsche Bank AG, New York Branch, with offices at 60 Wall Street, New York, New York 10005, in its capacity as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated ABL Credit Agreement dated as of August 4, 2010 by and among INVISTA B.V. ("Holdings"), INVISTA S.à r.l., INVISTA (Canada) Company, INVISTA Textiles (U.K.) Limited, the lenders party thereto (the "Lenders"), Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, and General Electric Capital Corporation, as Co-Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Amended Credit Agreement"), the Lenders have agreed to make Loans and issue Letters of Credit to or for the benefit of, the Borrowers;

WHEREAS, in order to induce the Collateral Agent and Lenders to enter into the Amended Credit Agreement and the other Credit Documents and to induce the Lenders to make the Loans and issue (or participate in) Letters of Credit as provided for in the Amended Credit Agreement, the IP Grantor has agreed to grant a continuing security interest in the Copyright, Patent and Trademark Collateral (as defined in Section 2 herein) to secure the Obligations, pursuant to the Guarantee and Collateral Agreement dated as of February 6, 2009 between Collateral Agent, Holdings, INVISTA S.à r.l., INVISTA (Canada) Company, INVISTA Textiles (U.K.) Limited, and certain subsidiaries of Holdings (as amended by the First Amendment to the Guarantee and Collateral Agreement dated as of August 4, 2010, as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Amended Collateral Agreement"); and

WHEREAS, pursuant to the Amended Collateral Agreement, the IP Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Copyright, Patent and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IP Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Amended Credit Agreement or the Amended Collateral Agreement.

2. Grant Of Security Interest In Copyright, Patent and Trademark Collateral. The IP Grantor hereby grants to the Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of the IP Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright, Patent and Trademark Collateral");

(a) all Copyrights set forth on Schedule I hereto;

(b) all Patents set forth on Schedule II hereto;

(c) all Trademarks set forth on Schedule III hereto;

(d) all renewals of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Copyright, Patent and Trademark; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the IP Grantor against third parties for past, present or future (i) infringement or dilution of any Copyright, Patent or Trademark or (ii) injury to the goodwill associated with any Trademark.

3. Security Agreement. The security interests granted pursuant to this Copyright, Patent and Trademark Security Agreement are (x) granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Amended Collateral Agreement and (y) made to secure the satisfactory performance and payment of all the Obligations, as such term is defined in the Amended Collateral Agreement, of the IP Grantor. The IP Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Copyright, Patent and Trademark Collateral made and granted hereby are more fully set forth in the Amended Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is any conflict between this Copyright, Patent and Trademark Security Agreement and the provisions of the Amended Collateral Agreement, the provisions of the Amended Collateral Agreement shall prevail.

4. Counterparts. This Copyright, Patent and Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

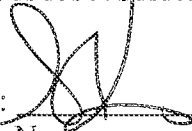
5. Applicable Law. THIS COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

[signature page follows]

Copyright, Patent and Trademark Security Agreement

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

INVISTA NORTH AMERICA S.Á R.L.

By: 
Name: _____
Title: _____



ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent,

By: Marguerite Sutton
Name: Marguerite Sutton
Title: Director

By: Carlin Keenan
Name: Carlin Keenan
Title: Director

U.S. Copyright, Patent and Trademark Security Agreement

NEWYORK 7/08236 (2X)

PATENT
REEL: 024794 FRAME: 0109

Schedule I to
Copyright, Patent
and Trademark
Security Agreement

Copyrights

No additional registered copyrights.

Patents

a) Patents – INVISTA North America S.à r.l.

Country/Convention	Issue Date	Patent No.
<u>US</u>	<u>06/08/2010</u>	<u>7731787</u>

b) Patent Applications– INVISTA North America S.à r.l.

<u>Country/Convention</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
<u>US</u>	<u>01/14/2009</u>	<u>12/353584</u>
<u>US</u>	<u>01/14/2009</u>	<u>12/353410</u>
<u>US</u>	<u>01/15/2009</u>	<u>12/354030</u>
<u>US</u>	<u>01/30/2009</u>	<u>12/375704</u>
<u>US</u>	<u>02/18/2009</u>	<u>61/153498</u>
<u>US</u>	<u>02/20/2009</u>	<u>61/154162</u>
<u>US</u>	<u>03/11/2009</u>	<u>61/159311</u>
<u>US</u>	<u>03/13/2009</u>	<u>61/159825</u>
<u>US</u>	<u>03/13/2009</u>	<u>61/160080</u>
<u>US</u>	<u>03/18/2009</u>	<u>12/406571</u>
<u>US</u>	<u>03/23/2009</u>	<u>61/162480</u>
<u>US</u>	<u>03/24/2009</u>	<u>61/162835</u>
<u>US</u>	<u>04/15/2009</u>	<u>12/424082</u>
<u>US</u>	<u>04/15/2009</u>	<u>12/424102</u>
<u>US</u>	<u>04/15/2009</u>	<u>12/424120</u>

<u>US</u>	<u>04/21/2009</u>	<u>61/171290</u>
<u>US</u>	<u>04/21/2009</u>	<u>61/171295</u>
<u>US</u>	<u>04/21/2009</u>	<u>61/171298</u>
<u>US</u>	<u>04/23/2009</u>	<u>61/171939</u>
<u>US</u>	<u>04/24/2009</u>	<u>61/172247</u>
<u>US</u>	<u>05/07/2009</u>	<u>61/176388</u>
<u>US</u>	<u>05/07/2009</u>	<u>61/176405</u>
<u>US</u>	<u>05/07/2009</u>	<u>61/176352</u>
<u>US</u>	<u>05/08/2009</u>	<u>12/463018</u>
<u>US</u>	<u>05/11/2009</u>	<u>61/176999</u>
<u>US</u>	<u>05/19/2009</u>	<u>61/179528</u>
<u>US</u>	<u>05/28/2009</u>	<u>61/181872</u>
<u>US</u>	<u>06/02/2009</u>	<u>61/183131</u>
<u>US</u>	<u>06/03/2009</u>	<u>61/183640</u>
<u>US</u>	<u>06/04/2009</u>	<u>12/517594</u>
<u>US</u>	<u>06/05/2009</u>	<u>61/184429</u>
<u>US</u>	<u>06/05/2009</u>	<u>61/184434</u>
<u>US</u>	<u>06/30/2009</u>	<u>61/221935</u>
<u>US</u>	<u>06/30/2009</u>	<u>61/221974</u>
<u>US</u>	<u>07/09/2009</u>	<u>61/224215</u>
<u>US</u>	<u>07/10/2009</u>	<u>61/224655</u>
<u>US</u>	<u>07/17/2009</u>	<u>61/226372</u>
<u>US</u>	<u>07/20/2009</u>	<u>12/523832</u>
<u>US</u>	<u>07/24/2009</u>	<u>61/228174</u>

U.S. Copyright, Patent and Trademark Security Agreement

<u>US</u>	<u>08/07/2009</u>	<u>61/232096</u>
<u>US</u>	<u>08/10/2009</u>	<u>61/232631</u>
<u>US</u>	<u>08/24/2009</u>	<u>61/236332</u>
<u>US</u>	<u>09/09/2009</u>	<u>12/530597</u>
<u>US</u>	<u>09/11/2009</u>	<u>61/241591</u>
<u>US</u>	<u>09/14/2009</u>	<u>12/559114</u>
<u>US</u>	<u>09/30/2009</u>	<u>61/247014</u>
<u>US</u>	<u>10/02/2009</u>	<u>61/248173</u>
<u>US</u>	<u>10/07/2009</u>	<u>61/249440</u>
<u>US</u>	<u>10/12/2009</u>	<u>12/577258</u>
<u>US</u>	<u>10/14/2009</u>	<u>61/251336</u>
<u>US</u>	<u>10/21/2009</u>	<u>61/253549</u>
<u>US</u>	<u>10/23/2009</u>	<u>61/254493</u>
<u>US</u>	<u>10/28/2009</u>	<u>61/255700</u>
<u>US</u>	<u>10/29/2009</u>	<u>12/608044</u>
<u>US</u>	<u>10/30/2009</u>	<u>61/256744</u>
<u>US</u>	<u>11/04/2009</u>	<u>61/258066</u>
<u>US</u>	<u>11/04/2009</u>	<u>61/258104</u>
<u>US</u>	<u>11/04/2009</u>	<u>12/612322</u>
<u>US</u>	<u>11/04/2009</u>	<u>12/612361</u>
<u>US</u>	<u>11/10/2009</u>	<u>61/259777</u>
<u>US</u>	<u>11/10/2009</u>	<u>61/259801</u>
<u>US</u>	<u>11/16/2009</u>	<u>61/261594</u>
<u>US</u>	<u>11/17/2009</u>	<u>61/261975</u>

U.S. Copyright, Patent and Trademark Security Agreement

<u>US</u>	<u>11/17/2009</u>	<u>61/261957</u>
<u>US</u>	<u>11/19/2009</u>	<u>61/262569</u>
<u>US</u>	<u>12/10/2009</u>	<u>61/285425</u>
<u>US</u>	<u>12/15/2009</u>	<u>61/286627</u>
<u>US</u>	<u>12/16/2009</u>	<u>61/286957</u>
<u>US</u>	<u>12/17/2009</u>	<u>61/287576</u>
<u>US</u>	<u>12/18/2009</u>	<u>61/287757</u>
<u>US</u>	<u>12/21/2009</u>	<u>12/665857</u>
<u>US</u>	<u>12/23/2009</u>	<u>61/289808</u>
<u>US</u>	<u>12/23/2009</u>	<u>61/289790</u>
<u>US</u>	<u>12/23/2009</u>	<u>61/289800</u>
<u>US</u>	<u>12/23/2009</u>	<u>61/289818</u>
<u>US</u>	<u>01/14/2010</u>	<u>61/294935</u>
<u>US</u>	<u>01/18/2010</u>	<u>61/295798</u>
<u>US</u>	<u>01/18/2010</u>	<u>61/295804</u>
<u>US</u>	<u>01/26/2010</u>	<u>12/693661</u>
<u>US</u>	<u>01/27/2010</u>	<u>12/694306</u>
<u>US</u>	<u>02/01/2010</u>	<u>12/697911</u>
<u>US</u>	<u>02/01/2010</u>	<u>61/300308</u>
<u>US</u>	<u>02/02/2010</u>	<u>61/300661</u>
<u>US</u>	<u>02/15/2010</u>	<u>61/304567</u>
<u>US</u>	<u>02/16/2010</u>	<u>12/673698</u>
<u>US</u>	<u>03/01/2010</u>	<u>12/675922</u>
<u>US</u>	<u>03/11/2010</u>	<u>12/722264</u>

U.S. Copyright, Patent and Trademark Security Agreement

<u>US</u>	<u>03/17/2010</u>	<u>12/726006</u>
<u>US</u>	<u>04/15/2010</u>	<u>12/760888</u>
<u>US</u>	<u>04/15/2010</u>	<u>12/760814</u>
<u>US</u>	<u>04/20/2010</u>	<u>61/326072</u>
<u>US</u>	<u>05/18/2010</u>	<u>12/781849</u>
<u>US</u>	<u>05/18/2010</u>	<u>61/345799</u>
<u>US</u>	<u>05/26/2010</u>	<u>61/348530</u>
<u>US</u>	<u>07/07/2010</u>	<u>61/362175</u>
<u>US</u>	<u>07/13/2010</u>	<u>61/363674</u>

Trademarks

Trademark applications owned by INVISTA North American S.à r.l.

Trademark	Country	Appln. No.	Appln. Date
ENVIROLUXE	U.S.	77/702.000	03/30/2009
DOWNESSENCE	U.S.	77/701.994	03/30/2009
DOWNESSENCE	U.S.	77/702.400	03/30/2009
ENVIROLUXE	U.S.	77/702.408	03/30/2009
THERMASTAT	U.S.	77/713.641	04/14/2009
QUALLOFIL	U.S.	77/63689	06/19/2009
POWERFLEX	U.S.	77800990	08/10/2009
OXYCLEAR	U.S.	77804146	08/13/2009
CORDURA	U.S.	77815390	08/28/2009
FRESHLOFT	U.S.	77824641	09/11/2009
FLEXISOLV	U.S.	77851419	10/19/2009
THERMOLOFT	U.S.	77887704	12/07/2009
ECOSOFT	U.S.	77888618	12/08/2009
POLARGUARD	U.S.	85/050468	05/28/2010
POLARGUARD	U.S.	85/050456	05/28/2010
STAINMASTER CARPET Logo	U.S.	77943335	02/24/2010
STAINMASTER Logo	U.S.	77951317	03/05/2010
TRUBLEND	U.S.	85029876	05/04/2010
CORDURA	U.S.	85042720	05/19/2010
CORDURA	U.S.	85042709	05/19/2010
CORDURA	U.S.	85042593	05/19/2010
CORDURA	U.S.	85042713	05/19/2010
CORDURA	U.S.	85042707	05/19/2010
CORDURA	U.S.	85042717	05/19/2010
DURALIFE	U.S.	85028907	05/03/2010
DURALIFE	U.S.	85028917	05/03/2010
FLEXISOLV Logo	U.S.	77/938605	02/18/2010
LYCRA HYFIT	U.S.	85/002670	03/31/2010
LYCRA HYFIT	U.S.	85/019800	04/21/2010
LYCRA HYFIT Logo	U.S.	85/031266	05/05/2010
POLARGUARD	U.S.	85/050454	05/28/2010
POLARGUARD	U.S.	85/050474	05/28/2010
POLARGUARD	U.S.	85/050467	05/28/2010
POLARGUARD	U.S.	85/050459	05/28/2010