

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
Chicopee, Inc.	01/28/2011
RECEIVING PARTY DATA	
Name:	Citibank, N.A., as Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 21	
Property Type	Number
Patent Number:	6210511
Patent Number:	5175046
Patent Number:	5097534
Patent Number:	5252386
Patent Number:	5169708
Patent Number:	5643237
Patent Number:	5611418
Patent Number:	5271489
Patent Number:	5558218
Patent Number:	5769807
Patent Number:	5752945
Patent Number:	5938650
Patent Number:	6103954
Patent Number:	5523146
Patent Number:	5342469

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PATENT  
REEL: 025920 FRAME: 0439

OP \$840.00 6210511

Patent Number:	5589249
Patent Number:	5705011
Patent Number:	5643239
Patent Number:	6114596
Patent Number:	5928209
Patent Number:	5910225

# CORRESPONDENCE DATA

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Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

David Adams

Total Attachments: 8

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GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

**This Patent Security Agreement**, dated as of January 28, 2011, by and between CHICOPEE, INC., a corporation formed under the laws of Delaware (the "Grantor"), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of the date hereof (in such capacity, the "Grantee").

W I T N E S S E T H :

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Patents of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patents 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patents listed on Schedule I attached hereto.

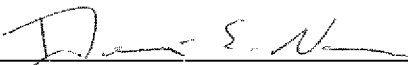
SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

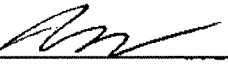
CHICOPEE, INC.

By:   
Name: Dennis E. Norman  
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement (Chicopee, Inc.)]

Accepted and Agreed:

CITIBANK, N.A.,  
as Collateral Agent and Grantee

By:   
Name: \_\_\_\_\_  
Title: MICHAEL SMOLOW  
Vice President

[Signature Page to the Patent Security Agreement (Chicopee, Inc.)]

SCHEDULE I  
to  
GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

See attached.

Owner: Chicopee, Inc.

Case Number/Subcase Country Name	Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
00-145/ United States of America	PRI	08/698,815 16-Aug-1996		6,210,511 03-Apr-2001	Granted 16-Aug-2016
<i>Title: Producing Nonwoven Fibrous Fabric at High Rate of Speed</i>					
CHI-759/ United States of America	ORD	07/664,165 04-Mar-1991		5,175,046 29-Dec-1992	Granted 04-Mar-2011
<i>Title: Superabsorbent laminate structure</i>					
CHI-761/ United States of America	ORD	07/681,232 05-Apr-1991		5,097,534 24-Mar-1992	Granted 05-Apr-2011
<i>Title: Protective Garment</i>					
CHI-777/ United States of America	PRI	07/850,538 13-Mar-1992		5,252,386 12-Oct-1993	Granted 13-Mar-2012
<i>Title: Fire retardant entangled polyester nonwoven fabric.</i>					
CHI-781/ United States of America	ORD	07/869,986 16-Apr-1992		5,169,708 08-Dec-1992	Granted 16-Apr-2012
<i>Title: Heat shrinkable, elastic, glueable polyethylene and ethylene vinyl acetate film.</i>					
CHI-782/ United States of America	ORD	07/868,614 14-Apr-1992		5,643,237 01-Jul-1997	Granted 01-Jul-2014
<i>Title: Facing material with improved stain resistance</i>					
CHI-804/ United States of America	CON	08/542,426 12-Oct-1995		5,611,418 18-Mar-1997	Granted 12-Oct-2015
<i>Title: Apparatus for interfacing indexing and continuous motion machines and method of utilizing apparatus</i>					
CHI-804/1 United States of America	PRI	07/857,217 25-Mar-1992		5,271,489 21-Dec-1993	Granted 25-Mar-2012
<i>Title: Apparatus for Interfacing Indexing and Continuous Motion Machines and Method of Utilizing Apparatus</i>					



Owner: Ciliconce, Inc.

Case Number/Subcase Country Name	Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
CHI-814/ United States of America	ORD	08/284,869 02-Aug-1994		5,558,218 24-Sep-1996	Granted 02-Aug-2014
<i>Title: Shipping container for large cylindrical sleeves</i>					
CHI-821/ United States of America	CON	08/541,982 10-Oct-1995		5,769,807 23-Jan-1998	Granted 10-Sep-2012
<i>Title: IV Catheter Adhesive Dressing</i>					
FiberTech-01/ United States of America	PRI	08/846,003 25-Apr-1997		5,752,945 19-May-1998	Granted 25-Apr-2017
<i>Title: Absorbent Article with Liquid Transfer Layer</i>					
FiberTech-08/2 United States of America	CIP	08/681,665 29-Jul-1996		5,938,650 17-Aug-1999	Granted 09-Aug-2015
<i>Title: Absorbent Core for Absorbing Body Liquids and Method</i>					
FiberTech-25/ United States of America	ORD	08/933,234 18-Sep-1997		6,103,954 15-Aug-2000	Granted 18-Sep-2017
<i>Title: Liquid Acquisition Layer for Personal Absorbent Article</i>					
PolyBond-1/ United States of America	CON	08/420,328 11-Apr-1995		5,523,146 04-Jun-1996	Granted 04-Jun-2013
<i>Title: Composite with Discontinuous Adhesive Structure</i>					
PolyBond-1/2 United States of America	PRI	08/002,421 08-Jan-1993		5,342,469 30-Aug-1994	Granted 08-Jan-2013
<i>Title: Composite with Discontinuous Adhesive Structure</i>					
PolyBond-1/3 United States of America	CIP	08/504,066 18-Jul-1995		5,589,249 31-Dec-1996	Granted 08-Jan-2013
<i>Title: Composite with Discontinuous Adhesive Structure</i>					

Owner: Chicopee, Inc

Case Number/Subcase Country Name	Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
PolyBond-1/4 United States of America	DIV	08/389,029 08-Jan-1993		5,705,011 06-Jan-1998	Granted 06-Jan-2015
<i>Title:</i> Composite with Discontinuous Adhesive Structure					
Polybond-2/1 United States of America	PRI	08/552,727 03-Nov-1995		5,643,239 01-Jul-1997	Granted 03-Nov-2015
<i>Title:</i> Breathable Disposable Sanitary Product Construction And Backsheet Therefor					
Polybond-2/2 United States of America	CIP	08/720,631 02-Oct-1996		6,114,596 05-Sep-2000	Granted 03-Nov-2015
<i>Title:</i> Breathable Disposable Sanitary Product Construction and Barrier Sheet					
Polybond-2/3 United States of America	CIP	08/937,039 24-Sep-1997		5,928,209 27-Jul-1999	Granted 02-Oct-2016
<i>Title:</i> Breathable Disposable Sanitary Product Construction and Backsheet Therefor					
Pre-IPD-5/ United States of America	ORD	08/951,687 16-Oct-1997		5,910,225 08-Jun-1999	Granted 16-Oct-2017
<i>Title:</i> Film and Nonwoven Laminate and Method					