

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5262094

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SHAWMUT LLC	08/03/2018
RECEIVING PARTY DATA	
Name:	CITIZENS BANK, N.A.
Street Address:	28 STATE STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6531419
Patent Number:	6869900
Patent Number:	6895811
Patent Number:	7553779
Patent Number:	8216660
Patent Number:	9636637
CORRESPONDENCE DATA	
Fax Number:	(617)422-0383
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6174220200
Email:	ams@bostonbusinesslaw.com
Correspondent Name:	BRIAN F. PLUNKETT, ESQ.
Address Line 1:	155 FEDERAL STREET, 9TH FLOOR
Address Line 2:	HACKETT FEINBERG P.C.
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	BRIAN F. PLUNKETT
SIGNATURE:	/Brian F. Plunkett/
DATE SIGNED:	12/03/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 30

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TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") made as of August 3, 2018 by and between SHAWMUT LLC, a Delaware limited liability company having an address of 208 Manley Street, West Bridgewater, MA 02379 (the "Debtor") and CITIZENS BANK, N.A., a national banking association having an address of 28 State Street, Boston, Massachusetts 02109 (the "Bank").

RECITALS

A. On the date hereof, the Debtor is the owner of (i) the United States Trademarks (as hereinafter defined) described on Schedule A annexed hereto and made a part hereof; (ii) the United States Patents (as hereinafter defined) listed on Schedule B hereto and made a part hereof; and (iii) the United States Copyrights (as hereinafter defined) listed on Schedule C hereto and made a part hereof.

B. TPI Industries, LLC, a Massachusetts limited liability company ("TPI"), Shawmut Corporation, a Massachusetts corporation (the "Corporate Borrower") and the Bank are parties to that certain Third Amended and Restated Loan Agreement dated as of December 17, 2015 (as amended prior to the date hereof, the "Original Credit Agreement").

C. Pursuant to a joint venture transaction among the Corporate Borrower and Glen Raven Technical Fabrics, LLC, a North Carolina limited liability company ("Glen Raven"), the Corporate Borrower has contributed substantially all of its assets to the Debtor and the Debtor has assumed all of the Corporate Borrower's liabilities, including all of its liabilities pursuant to the Original Credit Agreement and related loan documents. As of the date hereof, the Debtor, TPI, and Shawmut Park Avenue LLC, a Delaware limited liability company ("Shawmut Park" and, together with the TPI and the Debtor, collectively the "Borrowers") and the Bank have entered into a certain Fourth Amended and Restated Credit Agreement (as amended, modified or supplemented from time to time, the "Credit Agreement"), pursuant to which the Bank may make certain credit facilities available to the Borrowers under the terms and conditions set forth therein.

D. The Debtor's obligations under the Credit Agreement are further evidenced by (i) a certain Fourth Amended and Restated Revolving Line of Credit Note of even date herewith by the Borrowers payable to the order of the Bank in the maximum principal amount of \$40,000,000.00 (as may be amended, modified, increased or extended from time to time, the "Revolving Note"), (ii) a certain Amended and Restated Term Promissory Note of even date herewith by the Borrowers payable to the order of the Bank in the original principal amount of \$5,476,667.00 (as may be amended, modified, increased or extended from time to time, the "Term Note") and (iii) a certain Amended and Restated Mortgage Promissory Note of even date herewith by the Borrowers payable to the order of the Bank in the original principal amount of \$1,577,080.00 (the "Mortgage Note", and, collectively with the Revolving Note and the Term Note, the "Notes");

E. The Bank has agreed to enter into the Credit Agreement provided that, as a condition precedent thereto (among others), the Debtor hereby executes this Agreement to grant in favor of the Bank a first priority security interest in all of the Debtor's intellectual property, as more particularly provided for herein, to secure the Debtor's obligations to the Bank under the Credit Agreement and the Notes.

AGREEMENTS

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the Bank's agreement to continue to make loans, advances and other financial accommodations under the Credit Agreement and the Notes, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as collateral security for the full and prompt payment and performance of all Obligations (as hereinafter defined) now or hereafter owing by the Debtor, the Debtor does hereby mortgage and pledge to the Bank a security interest in, all of its right, title and interest in and to the following: (i) each of the United States Trademarks (as hereinafter defined), together with the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Debtor relating to the distribution of products bearing the Trademarks; (ii) each of the United States Patents (as hereinafter defined); (iii) each of the United States Copyrights (as hereinafter defined); (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); (vi) all license agreements with another person in connection with any of the Trademarks, Patents or Copyrights or such other person's names or trademarks, patents or copyrights, whether the Debtor is a licensor or licensee under any such license agreement listed on Schedule D hereto, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses (the "Licenses"); and (vii) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin, and all proceeds and products of the foregoing (all of the foregoing, the "Collateral").

1. Each capitalized term or phrase used herein and not otherwise defined herein shall have the meaning set forth in the Credit Agreement. As used in this Agreement, unless the context otherwise required:

"Copyrights" and/or "United States Copyrights" shall mean (i) all original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described on Schedule C annexed hereto and made a part hereof and (ii) all extensions or renewals

thereof.

"Obligations" means any and all existing and future obligations now or hereafter owed by the Debtor to the Lender, whether direct or indirect, contingent or liquidated, or under the Credit Agreement, the Notes or with respect to any Hedging Obligations as defined in Rider B to the Revolving Note or Rider A to the Term Note.

"Patents" and/or "United States Patents" shall mean (i) all letters patent of the United States and all pending United States patent applications, all right, title and interest therein and thereto, and all recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described on Schedule B annexed hereto and made a part hereof and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all of the Debtor's rights as licensor thereof.

"Trademarks" and/or "United States Trademarks" shall mean (i) all trademarks, trade names, trade styles, service marks, trade dress or other indicia of trade origin, prints and labels on which said trademarks, trade names, trade styles, and service marks and trade dress have appeared, appears or which the Debtor has an intent to use, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein, and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or any similar office or agency of the United States or any state thereof, all whether now owned or hereafter acquired by the Debtor, including but not limited to, those described on Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized by and relating thereto, (ii) all renewals thereof and (iii) all licenses thereof granting licensed rights to third parties to the extent permissible under each license.

2. The Debtor hereby represents, warrants, covenants and agrees as follows:

Trademarks:

(a) The Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks set forth on Schedule A hereto, free and clear of any Encumbrance except for the security interest created by this Agreement or any other Loan Document and Permitted Encumbrances. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Collateral, that has not been terminated or released, is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of the Bank relating to this Agreement or any of the other Loan Documents, and the Debtor has not consented to the filing of any document or notice similar in effect, that has not been released or terminated, with the United States Patent and Trademark Office covering all of any part of the Collateral other than as contemplated hereby and thereby.

(b) The Debtor has made all necessary filings and recordings to protect and maintain its interest in the Trademarks, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office. Set forth on Schedule D is a complete and accurate list of the Licenses owned by the Debtor in which the Debtor is a licensor or a licensee, including a notation of any restrictions on the granting of a security interest therein.

(c) Each Trademark registration and application for registration of the Debtor set forth on Schedule A is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to the best of the Debtor's knowledge is valid, registrable and enforceable. Each License of the Debtor identified on Schedule D is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of the Debtor's knowledge is valid and enforceable in accordance with the terms thereof. The Debtor has notified the Bank in writing of all uses of any item of Collateral of which the Debtor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Collateral, other than any such uses that would not have a material adverse effect upon the Debtor's business, prospects or financial condition (a "Material Adverse Effect").

(d) The Debtor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Collateral, except in favor of the Bank, that has not been terminated or released. The Debtor has not granted any license (other than those listed on Schedule D hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Collateral.

(e) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States is required (i) for the grant by the Debtor of the security interest granted pursuant hereto or for the execution, delivery or performance of this Agreement by the Debtor, (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and filings with the United States Patent and Trademark Office or (iii) for the exercise by the Bank of its rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement.

(f) Except for those pending opposition and cancellation proceedings listed on Schedule E hereto and the Licenses listed on Schedule D hereto, the Debtor has no knowledge of the existence of any right or any claim of any ownership interest or right to use that is likely to be made with respect to any item of Collateral.

(g) To Debtor's knowledge, no claim has been made and is continuing or threatened that the use by the Debtor of any item of Collateral is invalid or unenforceable or that the use by the Debtor of any Collateral does or may violate the rights of any Person, other than as listed on Schedule E hereto. To the best of the Debtor's knowledge, there is currently no material infringement

or unauthorized use of any item of Collateral.

(h) The Debtor uses adequate standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Collateral and has taken all action necessary to ensure that all licensed users of any item of Collateral use such consistent standards of quality.

(i) The Debtor has no knowledge of the existence of any Trademark or License held or claimed by any other Person that would preclude the Debtor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Collateral in the United States (except, in each case, to the extent that the Debtor has granted an exclusive license to another person) or that would interfere with the business of the Debtor as currently carried on under any of the Collateral in the United States.

(j) The Debtor will execute and take steps from time to time to record in the United States Patent and Trademark Office and the United States Copyright Office (so as to grant a security interest to the Bank in the Collateral) the Notices of Security Interest, attached hereto as Exhibits 1, 2 and 3. The Debtor hereby authorizes the Bank to execute in the name of the Debtor and to file one or more financing statements, notices of security interests or similar documents, or of this Agreement with respect to the Collateral. At any time that the Bank may reasonably request, the Debtor shall cooperate with the Bank by executing all other or further documents necessary to effect, at that time, a grant of a security interest in the Collateral, as secured hereunder.

(k) Consistent with the terms and conditions of the Credit Agreement, and except to the extent that the Bank, upon prior written notice of the Debtor, shall consent in writing, the Debtor (either itself or through licensees) will continue to use each Trademark on Schedule A on each and every Trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark (so long as each shall remain such) in full force, free from any claim of abandonment for nonuse, and the Debtor will not (and will not knowingly permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated unless such act or omission shall be, in the good faith exercise of its best business judgment, in the Debtor's best commercial interests; provided that all such acts or omissions shall be subject to the prior approval of the Bank.

Patents:

(l) The Debtor has the sole and full ownership of the entire right, title and interest to each of its Patents shown on Schedule B, which Patents are valid and subsisting and in full force and effect and free and clear of an Encumbrance except for the security interest created by this Agreement or any other Loan Document and Permitted Encumbrances. To the best of the Debtor's knowledge, none of the Patents has been abandoned, dedicated to the public or rendered invalid, and, except to the extent that the Bank upon prior written notice by the Debtor, shall consent in writing,

the Debtor will not do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated to the public and shall notify the Bank immediately if it knows of any reason or has reason to know that any application or letters Patent may become abandoned or dedicated to the public.

(m) Consistent with the exercise of its best business judgment, the Debtor will use its best efforts to prosecute to issuance the applications listed on Schedule B.

(n) There has been no decision adverse to the Debtor's claim of ownership of the Patents, and there is no proceeding involving such claim threatened or pending in the United States Patent and Trademark Office or any similar office or agency of the United States or any state thereof, or any court, except as listed on Schedule E.

(o) The Debtor shall promptly notify the Bank of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any similar office or agency of the United States or any state thereof, or any court, regarding the Debtor's claim of ownership or validity of any of the Patents.

(p) The Debtor is not aware of any claim that would interfere with the right to the exclusive use of or practice of the inventions covered by the Patents, subject only to the Licenses and to Permitted Encumbrances.

Copyrights:

(q) The Debtor is the sole and exclusive owner of the entire right, title and interest to all Copyrights shown on Schedule C and said Copyrights are now valid, subsisting and in full force and effect, free and clear of any Encumbrance except for the security interest created by this Agreement or any other Loan Document and Permitted Encumbrances.

(r) There has been no decision adverse to the Debtor's claim of ownership of the Copyrights, and there is no proceeding involving such claim threatened or pending in the United States Copyright Office or any similar office or agency of the United States or any state thereof, or any court, except as listed on Schedule E.

(s) The Debtor shall promptly notify the Bank of the institution of, and any adverse determination in, any proceeding in the United States Copyright Office or any similar office or agency of the United States of America or any state thereof or any court, regarding the Debtor's claim of ownership or validity of any of the Copyrights.

(t) The Debtor is not aware of any claim on the Debtor's right to the exclusive use of or practice of the works covered by the Copyrights, subject only to the Licenses and Permitted Encumbrances.

(u) The Debtor will not do any act, or omit to do any act, whereby any of the Copyrights

may become abandoned or dedicated to the public, or the remedies available against potential infringers weakened, and shall notify the Bank immediately if it knows of any reason or has reason to know that any Copyright may become abandoned or dedicated to the public unless such act or omission shall be, in the good faith exercise of its best business judgment, in the Debtor's best commercial interests; provided that all such acts or omissions shall be subject to the prior approval of the Bank.

General:

(v) In the event the Debtor, either itself or through any agent, employee, licensee or designee, (i) files an application for the registration of any Trademark, Patent or Copyright with the United States Patent and Trademark Office or the United States Copyright Office or (ii) files any notice of security interest on any Trademark, Patent or Copyright the Debtor may acquire from a third party, with the United States Patent and Trademark Office or the United States Copyright Office, the Debtor shall, within five (5) Business Days after such filing, notify the Bank thereof, and, upon request of the Bank, execute and deliver or cause to be delivered any and all instruments, documents, opinions of counsel, certificates and papers as the Bank may request to evidence the Bank's security interest in such Trademark, Patent or Copyright and the goodwill and general intangibles of the Debtor relating thereto or represented thereby, and the Debtor hereby constitutes the Bank its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, such power being coupled with an interest and irrevocable until all Obligations are paid in full in cash and the Credit Agreement is terminated.

(w) The Debtor has the exclusive right and power to grant the security interest herein granted and the Collateral is not now, and at all times hereafter will not be, subject to any liens, mortgages, assignments, security interests or encumbrances of any nature whatsoever except in favor of the Bank and except for Permitted Encumbrances and rights of licensees. None of the Collateral is subject to any other claim other than those identified herein. No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States is required either (i) for the grant by the Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by the Debtor, (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and notices of security interests with the United States Patent and Trademark Office or United States Copyright Office or (iii) for the exercise by the Bank of its rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement.

(x) The Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, except for Licenses existing as of the date hereof and set forth on Schedule D hereto and except as expressly permitted hereunder or under the Credit Agreement, and nothing in this Agreement shall be deemed a consent by the Bank to any such action except as

expressly permitted herein.

(y) As of the date hereof, the Debtor does not own any Trademarks, Patents or Copyrights or have any Trademarks, Patents or Copyrights registered in, or the subject of pending applications in, the United States Patent and Trademark Office or the United States Copyright Office, other than those described in Schedules A, B and C hereto. In the event there are any changes in the Trademarks, Patents or Copyrights which would result in an addition or deletion of an item contained on Schedule A, B or C, the Debtor shall promptly deliver updated Schedules A, B and C showing any such changes in the Trademarks, Patents or Copyrights owned by the Debtor.

(z) The Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or, with respect to Trademarks, in any similar office or agency of the United States or any state thereof, to maintain each application and registration of the Trademarks, Patents and Copyrights including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication to the public, abandonment or invalidation is permitted hereunder or under the Credit Agreement).

(aa) The Debtor assumes all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights and the Debtor hereby indemnifies and holds the Bank harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by the Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Debtor (or any affiliate or subsidiary thereof). The Debtor agrees that the Bank has not assumed any responsibility for the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract, and the Debtor hereby agrees to indemnify and hold the Bank harmless with respect to any and all claims by any Person relating thereto.

(bb) The Bank may, in its sole discretion, pay any amount or do any act required of the Debtor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Debtor's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted to the Bank herein, and which the Debtor fails to do or pay, and any such payments shall be deemed an advance by the Bank to the Debtor, and shall be payable on demand together with interest at the highest rate then payable on the Obligations.

(cc) Unless an Event of Default shall have occurred and be continuing, the Debtor shall have sole discretion in making the decision to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for patent infringement, trademark or service mark infringement, unfair competition, dilution, copyright infringement, oppositions or cancellations or other damages, as are in the good faith exercise of its best business judgment necessary to protect the Trademarks, Patents or Copyrights

and registrations therefor, including, with respect to the Debtor, those set forth in Schedules A, B and C. The Debtor shall promptly notify the Bank in writing as to the commencement and prosecution of any such actions or proceedings relating to the Trademarks, Patents or Copyrights and the registrations therefor and shall provide to the Bank such information with respect thereto as the Bank may request. The Debtor shall not approve any settlement of any such actions or proceedings unless such settlement shall be, in the good faith exercise of its best business judgment, in the Debtor's best commercial interests; provided that upon and during the continuance of a Default or Event of Default, all such settlements shall be subject to the prior approval of the Bank.

(dd) All Licenses which the Debtor has granted to third parties as of the date hereof are set forth on Schedule D hereto.

(ee) The Debtor shall, to the extent it deems reasonable in its best business judgment, use proper statutory notice in connection with its use of each of its Trademarks, Patents and Copyrights.

(ff) If any event occurs with respect to the Collateral which could be reasonably likely to have a Material Adverse Effect, the Debtor shall take all steps which it and the Bank deem appropriate under the circumstances to preserve and protect the Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with the Collateral at a level consistent with the quality and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of said Collateral use consistent standards of quality.

(gg) In the event that the Debtor becomes aware that any item of the Collateral is materially infringed or misappropriated by a third party, the Debtor shall promptly notify the Bank and shall take such actions as the Debtor and the Bank deem appropriate under the circumstances to protect such Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by the Debtor.

3. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of the Bank, whether under law, the Credit Agreement, any other Loan Documents, or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, the Debtor, the Bank shall have the following rights and remedies: (a) upon ten (10) Business Days' prior notice to the Debtor, the Debtor shall not make any further use of the Trademarks, Patents or Copyrights or any mark similar thereto for any purposes; (b) the Bank may, at any time and from time to time, upon ten (10) Business Days prior notice to the Debtor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, Patents or Copyrights throughout the world for such term or terms, on such conditions, and in such manner, as the Bank shall in its sole discretion determine; (c) the Bank may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Debtor in, to and

under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any license agreement thereof, and the Debtor hereby releases the Bank from, and agrees to hold the Bank free and harmless from and against any claims arising out of any action taken or omitted to be taken with respect to any such license agreement; (d) the Bank may, at any time and from time to time, upon ten (10) Business Days' prior notice to the Debtor, assign, sell or otherwise dispose of the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Bank shall, in its sole discretion, deem appropriate or proper; and (e) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to subparagraph 3(d) hereof, the Bank may, at any time, pursuant to the authority granted in the Power of Attorney described in paragraph 4 hereof (such authority becoming effective only on the occurrence and continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of the Debtor, one or more instruments of assignment of the Trademarks, Patents or Copyrights, if any (or any application or registration thereof), in form suitable for filing, recording or registration in the United States Patent and Trademark Office and United States Copyright Office. The Debtor agrees to pay when due all reasonable costs incurred in any such transfer of the Trademarks, Patents or Copyrights, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Bank may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by the Bank, and then to the Obligations, in such order as the Bank may determine in its sole discretion; and the Debtor shall remain liable and will pay the Bank on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Bank to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, the Debtor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Trademarks, Patents or Copyrights, and its customer lists and other records relating to the Trademarks, Patents or Copyrights and to the distribution of said products, to the Bank or its designee.

4. Concurrently with the execution and delivery hereof, the Debtor is executing and delivering to the Bank (in the form of Exhibit 4 hereto) five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks and related goodwill, Patents and Copyrights pursuant to paragraphs 3 (d) and (e) hereof and the Debtor hereby releases the Bank from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the Power of Attorney granted herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of the Bank.

5. No provision hereof shall be modified, altered or limited except by a written

instrument expressly referring to this Agreement and executed by the parties hereto to the extent permitted by Subsection 9.6 of the Credit Agreement. The execution and delivery of this Agreement has been authorized by the manager of the Debtor and by any necessary vote or consent of the member(s) thereof. This Agreement shall be binding upon the successors, assigns or other legal representatives of the Debtor, and shall, together with the rights and remedies of the Bank hereunder, inure to the benefit of the Bank, its respective successors, assigns or other legal representatives. This Agreement, the Obligations and the Collateral shall be governed in all respects by the laws of the United States and the laws of The Commonwealth of Massachusetts without regard to the conflicts of law provisions therein. The Debtor hereby submits to the nonexclusive jurisdiction of the courts of The Commonwealth of Massachusetts and the federal courts of the United States of America located in such state in any action or proceeding arising under this Agreement. If any term of this Agreement shall be held invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.

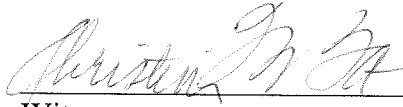
6 THE DEBTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS, CONTEMPLATED HEREBY OR THE ACTIONS OF THE BANK IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[Remainder of page intentionally blank; Signature pages to follow]

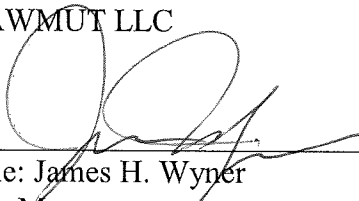
IN WITNESS WHEREOF, the Debtor and the Bank have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

DEBTOR:

SHAWMUT LLC



Witness

By 

Name: James H. Wyner
Title: Manager

BANK:

CITIZENS BANK, N.A.

Witness

By _____
Name: William E. Lingard
Title: Senior Vice President

IN WITNESS WHEREOF, the Debtor and the Bank have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

DEBTOR:

SHAWMUT LLC

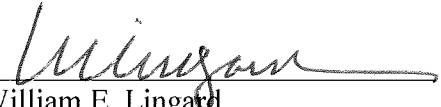
Witness

By _____
Name: James H. Wyner
Title: Manager

BANK:

CITIZENS BANK, N.A.

Witness

By 
Name: William E. Lingard
Title: Senior Vice President

SCHEDULE A

TRADEMARKS

Contributed by Glen Raven

Country	Trademark	Reg. Date.	Reg. No.	Status
US	Sunbrite Trademark	9-Apr-02	2559029	Trademarked
US	Sunbrite Trademark	30-Jun-98	2170346	Trademarked

SCHEDULE B

PATENTS

Patent Number

Description

Patent/Application #	Country	Title	Filing Date	Expiration Date	Status
6,531,419	US	Multi-layer protective fabrics	1-Jul-99	1-Jul-19	Patented
6,869,900	US	Multi-layer protective fabrics	3-Dec-02	1-Jul-19	Patented
2376270	CA	Multi-layer protective fabrics	28-Jun-00	1-Jul-19	Patented
239038	MX	Multi-layer protective fabrics	28-Jun-00	28-Jun-20	Patented
6,895,811	US	Detection of small holes in laminates	14-Dec-01	14-Dec-21	Patented
2413765	CA	Detection of small holes in laminates	10-Dec-02	10-Dec-22	Patented
242744	MX	Detection of small holes in laminates	13-Dec-02	13-Dec-22	Patented
7,553,779	US	Protective laminates	7-Dec-04	21-Dec-24	Patented
8,216,660	US	Halogen and plasticizer free permeable laminate	4-May-05	3-Oct-29	Patented
303020	MX	Halogen and plasticizer free permeable laminate	1-May-06	1-May-26	Patented

Contributed by Glen Raven:

Patent/Application #	Country	Title	Filing Date	Expiration Date	Status
9,636,637	US	Permeate Carrier Fabric for Membrane Filters	1-Nov-13	1-Nov-33	Patented
PCT /US2013/068871/Korean Patent No. 10-1647909	[US/KO REA]	Permeate Carrier Fabric for Membrane Filters	7-Nov-13	7-Nov-33	Patented

SCHEDULE C

COPYRIGHTS

None

SCHEDULE D

LICENSE AGREEMENTS

None

SCHEDULE E

PENDING OPPOSITIONS AND
CANCELLATION PROCEEDINGS

None

EXHIBIT 1

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, SHAWMUT LLC, a Delaware limited liability company (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United states Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to CITIZENS BANK, N.A. (herein referred to as "Assignee") pursuant to that certain Fourth Amended and Restated Loan Agreement dated the date hereof (as amended, the "Credit Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated the date hereof (the "Agreement") with Assignee: and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of all Obligations (as defined in the Credit Agreement), including, without limitation, any and all obligations and liabilities of the Assignor to the Assignee under the Credit Agreement and to the Assignee under the Notes (as defined in the Credit Agreement), now or hereafter owing by the Assignor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby

acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in, and mortgage on, the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 28 State Street, Boston, Massachusetts 02109.

[Signature on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer hereunto duly authorized as of the ____ day of _____, 2018.

[SEAL]

SHAWMUT LLC

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.,

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, as _____ of Shawmut LLC, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of Shawmut LLC.

Notary Public

My commission expires:

SCHEDULE 1

SHAWMUT LLC

TRADEMARKS

Contributed by Glen Raven

Country	Trademark	Reg. Date.	Reg. No.	Status
US	Sunbrite Trademark	9-Apr-02	2559029	Trademarked
US	Sunbrite Trademark	30-Jun-98	2170346	Trademarked

EXHIBIT 2

NOTICE OF SECURITY INTEREST

(IN U.S. PATENTS)

WHEREAS, SHAWMUT LLC, a Delaware limited liability company (herein referred to as "Assignor"), owns the letters patent and/or applications for letters patent of the United States, more particularly described on Schedule 1 annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor is obligated to CITIZENS BANK, N.A. (herein referred to as "Assignee") pursuant to that certain Fourth Amended and Restated Loan Agreement dated the date hereof (as amended, the "Credit Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated the date hereof (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of all Obligations (as defined in the Credit Agreement), including, without limitation, any and all obligations and liabilities of the Assignor to the Assignee under the Credit Agreement and to the Assignee under the Notes (as defined in the Credit Agreement), now or hereafter owing by the Assignor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the

Collateral to secure the prompt payment, performance and observance of the Obligations now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in, and mortgage on, the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as is fully set forth herein.

Assignee's address is 28 State Street, Boston, MA 02109.

[Signature on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be
duly executed by its officer hereunto duly authorized as of the ____ day of _____, 2018.

[SEAL]

SHAWMUT LLC

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.,

On this ____ day of _____, 2018, before me, the undersigned notary public,
personally appeared _____, as _____ of Shawmut LLC, and proved
to me through satisfactory evidence of identification, which was _____, to
be the person whose name is signed on the preceding or attached document, and acknowledged
to me that he signed it voluntarily for its stated purpose as the free act and deed of Shawmut
LLC.

Notary Public
My commission expires:

SCHEDULE 1

SHAWMUT LLC

PATENTS

Patent Number

Description

Patent/Application #	Country	Title	Filing Date	Expiration Date	Status
6,531,419	US	Multi-layer protective fabrics	1-Jul-99	1-Jul-19	Patented
6,869,900	US	Multi-layer protective fabrics	3-Dec-02	1-Jul-19	Patented
2376270	CA	Multi-layer protective fabrics	28-Jun-00	1-Jul-19	Patented
239038	MX	Multi-layer protective fabrics	28-Jun-00	28-Jun-20	Patented
6,895,811	US	Detection of small holes in laminates	14-Dec-01	14-Dec-21	Patented
2413765	CA	Detection of small holes in laminates	10-Dec-02	10-Dec-22	Patented
242744	MX	Detection of small holes in laminates	13-Dec-02	13-Dec-22	Patented
7,553,779	US	Protective laminates	7-Dec-04	21-Dec-24	Patented
8,216,660	US	Halogen and plasticizer free permeable laminate	4-May-05	3-Oct-29	Patented
303020	MX	Halogen and plasticizer free permeable laminate	1-May-06	1-May-26	Patented

Contributed by Glen Raven:

Patent/Application #	Country	Title	Filing Date	Expiration Date	Status
9,636,637	US	Permeate Carrier Fabric for Membrane Filters	1-Nov-13	1-Nov-33	Patented
PCT /US2013/068871/Korean Patent No. 10-1647909	[US/K OREA]	Permeate Carrier Fabric for Membrane Filters	7-Nov-13	7-Nov-33	Patented

EXHIBIT 3

NOTICE OF SECURITY INTEREST

(IN U.S. COPYRIGHTS)

WHEREAS, SHAWMUT LLC, a Delaware limited liability company (herein referred to as "Assignor"), has adopted, used and is using the copyrights listed on the annexed Schedule 1, which copyrights are registered in the United States Copyright Office, or are applications pending in the United States Copyright Office (the "Copyrights");

WHEREAS, Assignor is obligated to CITIZENS BANK, N.A. (herein referred to as "Assignee") pursuant to that certain Fourth Amended and Restated Loan Agreement dated the date hereof (as amended, the "Credit Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated the date hereof (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights (the "Collateral"), to secure the prompt payment, performance and observance of all Obligations (as defined in the Credit Agreement), including, without limitation, any and all obligations and liabilities of the Assignor to the Assignee under the Credit Agreement to the Assignee under the Notes (as defined in the Credit Agreement), now or hereafter owing by the Assignor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations now or

hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in, and mortgage on, the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 28 State Street, Boston, MA 02109.

[Signature on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be
duly executed by its officer hereunto duly authorized as of the ____ day of _____, 2018.

[SEAL]

SHAWMUT LLC

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.,

On this ____ day of _____, 2018, before me, the undersigned notary public,
personally appeared _____, as _____ of Shawmut LLC, and proved
to me through satisfactory evidence of identification, which was _____, to
be the person whose name is signed on the preceding or attached document, and acknowledged
to me that he signed it voluntarily for its stated purpose as the free act and deed of Shawmut
LLC.

Notary Public
My commission expires:

SCHEDULE 1

SHAWMUT LLC

COPYRIGHTS

Owner

Registration No.

Effective Date
of Registration

None