

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6748755

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
BNP PARIBAS		06/03/2021
RECEIVING PARTY DATA		
Name:	ALTER DOMUS (US) LLC	
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	8017662	
Patent Number:	6861480	
Patent Number:	6589466	
Patent Number:	6680018	
Patent Number:	6117550	
Patent Number:	6420044	
Patent Number:	6635346	
Patent Number:	7115224	
Patent Number:	6780941	
Patent Number:	6582816	
Patent Number:	6638614	
Patent Number:	6495079	
CORRESPONDENCE DATA		
Fax Number:	(212)806-6006	
<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:	212-806-5400	
Email:	mvillarin@stroock.com, jmann@stroock.com	
Correspondent Name:	STROOCK & STROOCK & LAVAN LLP	
Address Line 1:	180 MAIDEN LANE	
Address Line 4:	NEW YORK, NEW YORK 10038	

PATENT

ATTORNEY DOCKET NUMBER:	002838/0026
NAME OF SUBMITTER:	JEFFREY MANN
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	06/07/2021
Total Attachments: 7 source=Alter Domus (US) LLC - Assignment of Patent Security Agreements (UFI)#page1.tif source=Alter Domus (US) LLC - Assignment of Patent Security Agreements (UFI)#page2.tif source=Alter Domus (US) LLC - Assignment of Patent Security Agreements (UFI)#page3.tif source=Alter Domus (US) LLC - Assignment of Patent Security Agreements (UFI)#page4.tif source=Alter Domus (US) LLC - Assignment of Patent Security Agreements (UFI)#page5.tif source=Alter Domus (US) LLC - Assignment of Patent Security Agreements (UFI)#page6.tif source=Alter Domus (US) LLC - Assignment of Patent Security Agreements (UFI)#page7.tif	

ASSIGNMENT OF PATENT SECURITY AGREEMENT

THIS ASSIGNMENT OF PATENT SECURITY AGREEMENT (this “Assignment”) is made and entered into as of June 3, 2021 by BNP PARIBAS, as the original Administrative Agent and original Collateral Agent (in such capacity, “Assignor”) under the Credit Agreement (as defined below), in favor of ALTER DOMUS (US) LLC, a Delaware limited liability company, as the successor administrative agent and successor collateral agent (in such capacity, “Assignee”). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, reference is hereby made to that certain First Lien Credit Agreement, dated as of October 2, 2015, as amended (the “Credit Agreement”) by that certain First Amendment to First Lien Credit Agreement, dated as of October 19, 2016, by that certain Second Amendment to First Lien Credit Agreement, dated as of May 23, 2017, by that certain Third Amendment to First Lien Credit Agreement, dated as of March 20, 2019, by that certain Limited Waiver and Fourth Amendment to First Lien Credit Agreement, dated as of July 13, 2020, by that certain Waiver and Fifth Amendment to First Lien Credit Agreement, dated as of October 2, 2020, by that certain Sixth Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of May 4, 2021 (the “Sixth Amendment”), and as may be further amended, restated, supplemented, restructured, refinanced, or otherwise modified from time to time, among the Borrower, each Lenders party thereto from time to time, the Guarantors, and Assignee;

WHEREAS, in accordance with the Credit Agreement, UNIVERSAL FIBERS, INC. (“Grantor”), granted to Assignor for the benefit of the Secured Parties a security interest in, all right, title or interest in, to or under any and all of the Patent Collateral (as defined below) pursuant to that certain Grant of Security Interest in Patents, dated October 2, 2015, by Grantor in favor of Assignor, recorded at the United States Patent and Trademark Office at Reel/Frame 036717/0280 (the “Patent Security Agreement”);

WHEREAS, pursuant to the Sixth Amendment, Assignor has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, and Assignee has assumed and succeeded to all of the rights, powers, duties and obligations of Assignor as Administrative Agent and Collateral Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Credit Agreement and the Patent Security Agreement, including, without limitation, all of Assignor’s security interest in, all right, title or interest in, to or under any and all of the Patent Collateral.

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

1. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee, for the ratable benefit of the Lenders and the Secured Parties, all of Assignor's security interest in, all right, title or interest in, to or under any and all of the following assets and properties owned by the Grantor as of the execution of the Patent Security Agreement or at any time acquired thereafter by the Grantor, or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country or group of countries, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to the Grantor's use of any patents, (c) all inventions and improvements described and claimed therein, (d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof, (f) all rights corresponding thereto throughout the world and (g) rights to sue for past, present or future infringements thereof.

2. Acknowledgment of Grantor. The security interest assigned to Assignee as the successor Administrative Agent and successor Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Credit Agreement and the other Loan Documents, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, all right, title or interest in, to or under any and all of the Patent Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, all right, title or interest in, to or under any and all of the Patent Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CONFLICT OF LAWS PROVISIONS THEREUNDER.

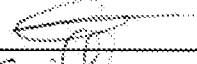
4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

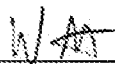
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

BNP PARIBAS, as the original Administrative Agent and original Collateral Agent

By: 
Name: Guillaume Chretien
Title: VP

By: 
Name: Will Martin
Title: Vice President

Error!

[Signature Page to Assignment of Patent Security Agreement]

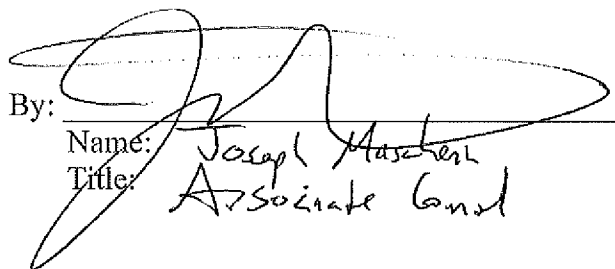
PATENT
REEL: 056509 FRAME: 0937

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

ALTER DOMUS (US) LLC, as the successor
Administrative Agent and successor Collateral Agent

By: 
Name: Joseph Mascher
Title: Associate Counsel

ACCEPTED AND AGREED

as of the date above first written:

UNIVERSAL FIBERS, INC., as a Grantor

By: 

Name: Marcus Ammen

Title: Chief Executive Officer

[Signature Page to Assignment of Patent Security Agreement]

PATENT
REEL: 056509 FRAME: 0939

Schedule A

Patents

Title	App. No.	Patent No.	Filing Date	Issue Date	Legal Owner
METHOD OF SEPARATION AND CLEANING OF POST CONSUMER CARPET FACE YARN FROM CARPET BACKING YARN PRODUCT PRODUCED THEREFROM	12155117	8017662	5/29/2008	9/13/2011	UNIVERSAL FIBERS INC.
YARN-FORMING COMPOSITION OF POLYAMIDE AND SULFONATED ACID DYE DISABLER	10771355	6861480	2/5/2004	3/1/2005	UNIVERSAL FIBERS INC.
YARN BY EXTRUDING POLYAMIDE FIBERS AND SULFONATED POLYESTER CONCENTRATE	09945820	6589466	9/5/2001	7/8/2003	UNIVERSAL FIBERS INC.
MELT EXTRUSION SPINNING POLYAMIDE FIBERS WITH SULFONATED REAGENT AND THERMOPLASTIC CARRIER	10134904	6680018	4/30/2002	1/20/2004	UNIVERSAL FIBERS INC.
ACID DYE STAIN-RESISTANT FIBER- OPENING POLYAMIDE COMPOSITION AND MASTERBATCH CONCENTRATE CONTAINING REAGENT AND CARRIER	08955619	6117550	10/22/1997	9/12/2000	UNIVERSAL FIBERS INC.
STAIN-RESISTANT POLYAMIDE COMPOSITION AND FIBERS AND METHOD OF PRODUCTION THEREOF	09547795	6420044	4/12/2000	7/16/2002	UNIVERSAL FIBERS INC.
STAIN-RESISTANT POLYAMIDE COMPOSITION AND FIBERS AND METHOD OF PRODUCTION THEREOF	10100033	6635346	3/19/2002	10/21/2003	UNIVERSAL FIBERS INC.
PROCESS FOR MAKING ACID DYE	10647515	7115224	8/26/2003	10/3/2006	UNIVERSAL FIBERS INC.

STAIN- RESISTANT FIBERS					
PROCESS FOR PREPARING POLYMERIC FIBERS BASED ON BLENDS OF AT LEAST TWO POLYMERS	09849240	6780941	5/7/2001	8/24/2004	UNIVERSAL FIBERS INC.
TEXTILE EFFECT YARNS AND METHOD FOR PRODUCING SAME	09927342	6582816	8/13/2001	6/24/2003	UNIVERSAL FIBERS INC.
APPARENT SPACE-DYED YARNS AND METHOD FOR PRODUCING SAME	10095442	6638614	03/13/2002	10/28/2003	UNIVERSAL FIBERS INC.
MULTICOMPONENT YARNS	N/A	N/A	N/A	N/A	UNIVERSAL FIBERS INC.
PROCESS TO PREPARE POLYMERIC FIBERS WITH IMPROVED	09604990	6495079	6/28/2000	12/17/2002	UNIVERSAL FIBERS INC.