

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Rerecord to correct the nature of conveyance to Security Agreement previously recorded at Reel 2757, Frame 193

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Quality Products, Inc.		01/31/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	2 North Second Street
Internal Address:	Commercial Banking - 12th Floor
City:	Harrisburg
State/Country:	PENNSYLVANIA
Postal Code:	17101
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2559548	PER-FIT
Registration Number:	2678408	NU-FIT
Registration Number:	2520518	COMFORT SHAPE

CORRESPONDENCE DATA

Fax Number: (215)405-2921
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-977-2612
 Email: skullman@wolfblock.com
 Correspondent Name: Rebecca J. Feinberg
 Address Line 1: Wolf, Block, Schorr and Solis-Cohen LLP
 Address Line 2: 1650 Arch Street, 22nd Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 17101

NAME OF SUBMITTER:	Rebecca J. Feinberg
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OP \$90.00 2559548

Signature:	/rebecca j. feinberg/
Date:	01/24/2005
Total Attachments: 9 source=citizensfirst#page1.tif source=citizensfirst#page2.tif source=citizensfirst#page3.tif source=citizensfirst#page4.tif source=citizensfirst#page5.tif source=citizensfirst#page6.tif source=citizensfirst#page7.tif source=citizensfirst#page8.tif source=citizensfirst#page9.tif	



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 03, 2003

PTAS



102477031A

WOLF BLOCK SCHORR, ET AL.
CAROL A. RADER
1650 ARCH STREET
24TH FLOOR
PHILADELPHIA, PA 19103

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/05/2003

REEL/FRAME: 002757/0193
NUMBER OF PAGES: 13

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

FIRST QUALITY PRODUCTS, INC.

DOC DATE: 01/31/2003
CITIZENSHIP:
ENTITY: CORPORATION

ASSIGNEE:

CITIZENS BANK OF PENNSYLVANIA
2 NORTH SECOND STREET
COMMERCIAL BANKING-12TH FLOOR
HARRISBURG, PENNSYLVANIA 17101

CITIZENSHIP:
ENTITY: CORPORATION

APPLICATION NUMBER: 75786904

REGISTRATION NUMBER: 2559548

FILING DATE: 08/27/1999

ISSUE DATE: 04/09/2002

MARK: PER-FIT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

002757/0193 PAGE 2

APPLICATION NUMBER: 75495103
REGISTRATION NUMBER: 2678408

FILING DATE: 06/03/1998
ISSUE DATE: 01/21/2003

MARK: NU-FIT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75488066
REGISTRATION NUMBER: 2520518

FILING DATE: 05/14/1998
ISSUE DATE: 12/18/2001

MARK: COMFORT SHAPE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

06-18-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDED
RETRA



102477031

DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2.5.03
First Quality Products, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Citizens Bank of Pennsylvania
Internal Address: Commercial Banking - 12th Floor
Street Address: 2 North Second Street
City: Harrisburg State: PA Zip: 17101
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2559548;
2678408; and 2520518

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Carol A. Rader, Paralegal
Internal Address: Wolf, Block, Schorr and Solis-Cohen LLP
24th Floor
Street Address: 1650 Arch Street
City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Carol A. Rader
Name of Person Signing

Carol A. Rader
Signature

2/5/03
Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02-06-2003

2-6-03

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



102368215

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

First Quality Products, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Citizens Bank of Pennsylvania Internal Address: Commercial Banking - 12th Floor

Street Address: 2 North Second Street City: Harrisburg State: PA Zip: 17101

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/31/03

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

B Trademark Registration No.(s) 2559548; 2678408; and 2520518

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carol A. Rader, Paralegal

Internal Address: Wolf, Block, Schorr and

Solis-Cohen LLP

24th Floor

Street Address: 1650 Arch Street

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Carol A. Rader Name of Person Signing

Signature

2/5/03

Date

02/06/2003 DBYRNE 00000063 2559548

8521 8522

40.00 OP 50.00 OP

Number of pages including cover sheet, attachments, and document. Documents to be recorded with required cover sheet information. Commissioner of Patent & Trademarks, Box Assignment, Washington, D.C. 20231

**ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF COLLATERAL
ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ("**Amendment**") is made this 31st day of January, 2003 by and between **FIRST QUALITY PRODUCTS, INC.**, a New York corporation (the "**Assignor**"), and **CITIZENS BANK OF PENNSYLVANIA** (successor to Mellon Bank, N.A.), as Administrative Agent (the "**Assignee**").

BACKGROUND

A. As security for all present and future obligations and indebtedness of Assignor, First Quality Hygienic, Inc. ("**Hygienic**"), First Quality NonWovens, Inc. (formerly known as First Quality Fibers, Inc. and referred to herein as "**Nonwovens**"), First Quality International, Inc. and First Quality Enterprises, Inc. (collectively, "**Original Obligors**") pledged to Assignee for its benefit and the benefit of Lenders (as defined below), whether direct or contingent, including, without limitation, all obligations under that certain Loan and Security Agreement (the "**Loan Agreement**") dated December 18, 2000 by and among Original Obligors, Assignee, Wachovia Bank, National Association, as Documentation Agent ("**Documentation Agent**"), and the Lenders from time to time party thereto ("**Lenders**"), pursuant to which Lenders agreed to extend a revolving line of credit to Assignor, Hygienic and Nonwovens in the maximum principal amount of One Hundred Forty Million Dollars (\$140,000,000.00) (the "**Revolving Loans**"), Assignor executed and delivered to Assignee that certain Collateral Assignment of Patents, Trademarks, Licenses and Copyrights in favor of Assignee dated December 18, 2000 and recorded with the United States Patent and Trademark Office at Reel 2322, Frame 0631 on June 13, 2001 (as the same may be amended from time to time, being the "**Collateral Assignment**").

B. Original Obligors, Assignee, Documentation Agent and Lenders previously entered into that certain First Amendment and Modification to Loan and Security Agreement dated May 16, 2002 (the "**First Amendment**").

C. Pursuant to that certain Second Amendment and Modification to Loan and Security Agreement of even date herewith (the "**Second Amendment**"), Assignee, Documentation Agent, Lenders, Original Obligors and First Quality Tissue, LLC ("**Tissue**", and collectively with the Original Obligors, "**Obligors**"), inter alia, (i) acknowledged and agreed that Tissue shall be a joint and several co-borrower under the Loan Agreement, and (ii) increased the maximum amount of the Revolving Loans from One Hundred Forty Million Dollars (\$140,000,000.00) to Two Hundred Five Million Dollars (\$205,000,000.00).

D. In connection with the Second Amendment, Assignee and Assignor have agreed (i) that Assignor shall grant to Assignee as additional security for all present and future obligations of Obligors to Lenders and/or Assignee, a security interest in and lien against the additional trademarks listed on Exhibit "A" attached hereto and made a part hereof (collectively, the "**Additional Trademarks**") and (ii) that Assignor shall amend and confirm the terms of the Collateral Assignment to, inter alia, specifically secure, without limitation, the Obligors' obligations under the Loan Agreement, as amended by the First Amendment and the Second Amendment.

E. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Collateral Assignment and, if not so provided, in the Loan Agreement.

BLU:133317.3/MEL047-153300

**TRADEMARK
REEL: 003014 FRAME: 0451**

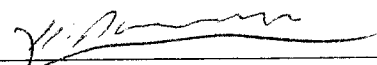
NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Additional Collateral.** **Exhibit "B"** of the Collateral Assignment is hereby amended to include the Additional Trademarks.
2. **Loan Agreement.** Assignor and Assignee agree that the definition of "Loan Agreement" contained in the Background **Paragraph A** of the Collateral Assignment specifically includes, without limitation, the First Amendment and the Second Amendment and all references in the Collateral Assignment to the Loan Documents shall expressly include, without limitation, the First Amendment and the Second Amendment.
3. **Bank Indebtedness.** Assignor and Assignee agree that the definition of "Bank Indebtedness" contained in **Section 1** of the Collateral Assignment specifically includes, without limitation, all "Bank Indebtedness" as such term is defined in the Loan Agreement, as amended by the First Amendment and the Second Amendment, including, without limitation, (i) all present and future obligations of Tissue to Lenders and/or Assignee, and (ii) the Revolving Loans as increased by the Second Amendment.
4. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Collateral Assignment, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Obligor to Assignee and/or Lenders, including, without limitation, all obligations under and in connection with the First Amendment and the Second Amendment.
5. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Assignor and shall inure to the benefit of the successors and assigns of Assignee and Lenders.
6. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.
7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
8. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

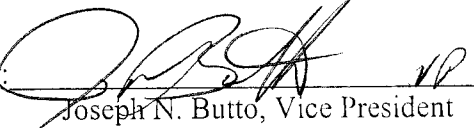
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FIRST QUALITY PRODUCTS, INC.

By: 
Kambiz Damaghi, Executive Vice President

CITIZENS BANK OF PENNSYLVANIA,
as Administrative Agent

By: 
Joseph N. Butto, Vice President

STATE OF NEW YORK

:

: ss

COUNTY OF NASSAU

:

On this, the 31st day of January, 2003, before me, a Notary Public, personally appeared Kambiz Damaghi who acknowledged himself to be the Executive Vice President of First Quality Products, Inc., a New York corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christopher Mark Dabrowski

Notary Public

My commission expires:

CHRISTOPHER MARK DABROWSKI
NOTARY PUBLIC, State of New York
No. 01DA6061264
Qualified in New York County
Commission Expires July 16, 2003

STATE OF NEW YORK

:

: ss

COUNTY OF NASSAU

:

On this, the 31st day of January, 2003, before me, a Notary Public, personally appeared Joseph N. Butto who acknowledged himself to be a Vice President of Citizens Bank of Pennsylvania, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christopher Mark Dabrowski

Notary Public

My commission expires:

CHRISTOPHER MARK DABROWSKI
NOTARY PUBLIC, State of New York
No. 01DA6061264
Qualified in New York County
Commission Expires July 16, 2003

EXHIBIT "A"

ADDITIONAL TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Per-fit	2559548	04/09/02
Nu-Fit	2678408	01/21/03
Comfort Share	2520518	12/18/01

BLU:133317.3/MEL047-153300

RECORDED: 01/24/2005

**TRADEMARK
REEL: 003014 FRAME: 0455**