

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elastic Corporation of America, Inc.		04/28/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GMAC Commercial Finance LLC
Street Address:	3000 Town Center
Internal Address:	Suite 280
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78235841	COLOR QUIK
Serial Number:	76320349	ELASTIC CORPORATION OF AMERICA A GLOBAL NARROW FABRIC MANUFACTURER
Registration Number:	1458423	QUIK/CORD
Registration Number:	2425313	ECA
Registration Number:	2622898	AEGIS
Registration Number:	215636	SNUGTEX

CORRESPONDENCE DATA

Fax Number: (704)378-4890  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704-378-4706  
 Email: hbarnes@hunton.com  
 Correspondent Name: Haywood A. Barnes, Esq.  
 Address Line 1: 101 S. Tryon Street  
 Address Line 2: Suite 3500

CH \$165.00 78235841

Address Line 4: Charlotte, NORTH CAROLINA 28280

NAME OF SUBMITTER: Ann Vandiver, Paralegal

Signature: /s/ Ann Vandiver, Paralegal

Date: 05/04/2005

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 28<sup>th</sup> day of April, 2005, by and between ELASTIC CORPORATION OF AMERICA, INC., a Delaware corporation, (the “Grantor”), and GMAC COMMERCIAL FINANCE LLC, a Delaware corporation (the “Secured Party”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan and Security Agreement, dated the date hereof, among the Grantor, the other borrower parties thereto and the Secured Party, as from time to time amended, modified, supplemented or restated (the “Loan Agreement”).

WHEREAS, the Grantor has, pursuant to the Loan Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral, including, without limitation, the Grantor’s Intellectual Property, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the “Trademarks”).

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

ELASTIC CORPORATION OF AMERICA, INC.,  
Grantor

By:   
Mitchell Setzer, Treasurer

Acknowledged and Agreed:

GMAC COMMERCIAL FINANCE LLC,  
Secured Party

By: \_\_\_\_\_  
Edward Hill, Senior Vice President


IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

ELASTIC CORPORATION OF AMERICA, INC.,  
Grantor

By: \_\_\_\_\_  
Mitchell Setzer, Treasurer

Acknowledged and Agreed:

GMAC COMMERCIAL FINANCE LLC,  
Secured Party

By:  \_\_\_\_\_  
Edward Hill, Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NORTH CAROLINA    )  
  )  
COUNTY OF Catawba        )        ss.

On this 28<sup>th</sup> day of April, 2005 before me personally appeared Mitchell Setzer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Elastic Corporation of America, Inc., who being by me duly sworn did depose and say that (s)he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

Kays M. Owenly  
Notary Public

My Commission Expires 5-10-2007

{seal}

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Applications (ECA)

<b>Trademark</b>	<b>Serial #</b>	<b>Filing Date</b>
COLOR QUIK	78/235841 Application No.	4/6/2004 Publication Date
ELASTIC CORPORATION OF AMERICA & Design	76/320349 Application No.	10/2/2001 Filing Date

Trademarks (ECA)

<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>
QUIK/CORD & Design	1,458,423	9/22/1987
ECA & Design	2,425,313	1/30/2001
AEGIS	2,622,898	9/24/2002
SNUGTEX (Stylized)	215,636	7/20/1926