

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Invista North America S.A.R.L.		04/17/2006	Foreign Corporation:

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252-2558
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	78799864	COMFOREL
Serial Number:	78799868	COMFOREL
Serial Number:	78799831	COMFOREL
Serial Number:	78799837	COMFOREL
Serial Number:	78976639	INVISTA
Serial Number:	78792951	LYCRA
Serial Number:	78976706	LYCRA
Serial Number:	78816469	PERFORMANCE PLUS
Serial Number:	78811801	BRILLIANCE

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-783-2700  
 Email: carey.lening@federalresearch.com

CH \$240.00 78799864

Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Carey Lening  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	356552
NAME OF SUBMITTER:	Carey Lening
Signature:	/cnl/
Date:	04/21/2006

**Total Attachments: 9**  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1. Name of conveying party(ies):  
INVISTA NORTH AMERICA S.À.R.L.

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

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

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: April 17, 2006

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, N.A.

Internal

Address: \_\_\_\_\_

Street Address: P.O. Box 2558

City: Houston State: TX Zip: 77252-2558

- Individual(s) citizenship \_\_\_\_\_  
 Association National 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

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

A. Trademark Application No.(s)

Please See Attached.

B. Trademark Registration No.(s)

None.

Additional number(s) attached  Yes  No

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

Name: Carey Lening

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

9

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

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

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

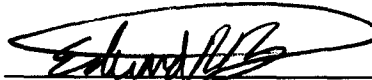
DO NOT USE THIS SPACE

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.

Edward Briganti

Name of Person Signing



Signature

April 18, 2006

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

Trademark Applications

Trademark	Country	Class	Goods/Services	Serial Number	Priority Date
BRILLIANCE	US	22	Man-made fibers and filaments for generalized use in the industrial arts	78/976706	10/FEB/2006
COMFOREL	US	24	Bath linen; bed linen; bed sheets, mattress pads; pillow cases; towels.	78799864	26/JAN/2006
COMFOREL	US	27	Carpets, rugs, mats and matting, linoleum and other materials for covering existing floors.	78799868	26/JAN/2006
COMFOREL	US	20	Mattress toppers, mattresses.	78799831	26/JAN/2006
COMFOREL	US	22	Synthetic fibers; textile fibers.	78799837	26/JAN/2006
INVISTA LOGO	US	24	Textile goods, namely, fabric mattress covers, bed blankets, quilts, pillow cases, bed sheets, and towels.	78/976639	08/FEB/2006
LYCRA WAVE LOGO	US	02	Paints	78792951	17/JAN/2006
LYCRA WAVE LOGO	US	03	Nail polish, nail polish remover, and nail care preparations.	78/976706	17/JAN/2006
PERFORMANCE PLUS	US	22	Synthetic polyester, nylon and textile fibers	78816469	16/FEB/2006

**U.S. COPYRIGHT, PATENT AND TRADEMARK**

**SECURITY AGREEMENT**

COPYRIGHT, PATENT and TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2006 (together with all amendments, if any, from time to time hereto, this "Copyright, Patent and Trademark Security Agreement"), between INVISTA North America S.à r.l. (formerly known as Arteva North America S.à r.l.) (the "IP Grantor"), and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), in its capacity as Administrative Agent ("Administrative Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2004, as amended and restated as of September 30, 2004, as amended and restated as of January 17, 2006 among INVISTA B.V. (formerly known as KoSa B.V.), INVISTA S.à r.l. (formerly known as Arteva Specialities S.à r.l.), INVISTA (Canada) Company (formerly known as KoSa Canada Company), KoSa UK Limited and Arteva Global Holdings B.V., the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans and issue Letters of Credit to or for the benefit of, the Borrowers;

WHEREAS, in order to induce the Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, the IP Grantor has agreed to grant a continuing security interest in the IP Collateral to secure the Obligations, pursuant to the Guarantee and Collateral Agreement dated as of April 30, 2004 (such agreement as amended, restated, supplemented, reaffirmed or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement, the IP Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Copyright, Patent and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IP Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Credit Agreement or the Collateral Agreement.

2. Grant Of Security Interest In Copyright, Patent and Trademark Collateral. The IP Grantor hereby grants to the Administrative Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of the IP Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright, Patent and Trademark Collateral"):

- (a) all Copyrights set forth on Schedule I hereto;
- (b) all Patents set forth on Schedule II hereto;
- (c) all Trademarks set forth on Schedule III hereto;
- (d) all renewals of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Copyright, Patent and Trademark; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by the IP Grantor against third parties for past, present or future (i) infringement or dilution of any Copyright, Patent or Trademark or (ii) injury to the goodwill associated with any Copyright, Patent or Trademark.


3. Security Agreement. The security interests granted pursuant to this Copyright, Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. The IP Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyright, Patent and Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is any conflict between this Copyright, Patent and Trademark Security Agreement and the provisions of the Collateral Agreement, the provisions of the Collateral Agreement shall prevail.

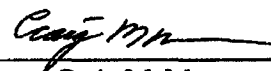
4. Counterparts. This Copyright, Patent and Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the IP Grantor has caused this Copyright, Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INVISTA North America S.à r.l.,

by   
Name: Jay L. Voncannon  
Title: Manager

by   
Name: Craig M. Munson  
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent,

by \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the IP Grantor has caused this Copyright, Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INVISTA North America S.à r.l.,

by \_\_\_\_\_  
Name: Jay L. Voncannon  
Title: Manager

by \_\_\_\_\_  
Name: Craig M. Munson  
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent,

by Stacey L. Himes  
Name: **STACEY L. HAIMES**  
Title: **VICE PRESIDENT**



Copyrights

NONE

Schedule II to  
Copyright, Patent  
and Trademark  
Security Agreement

Patent Applications

60/750853	18-Jan-06	RD8720
11/351967	10-Feb-06	LP5855
11/364912	1-Mar-06	SS3210
60/783462	17-Mar-06	PI1790

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