

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2155-278

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wellman, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) May 4, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank Trust Company Americas, as agent

Internal Address: _____

Street Address: 60 Wall St.

City: New York

State: New York

Country: US Zip: 10005

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winsten.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:

Signature

11/16/06
Date

Laura Konrath
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$140.00 232428 78814687

Continuation Item 1

Fiber Industries, Inc. a Delaware Corporation

Continuation
Items

WELLMAN, INC. TRADEMARKS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial #</u>	<u>Registration #</u>	<u>Date of Registration</u>	<u>Renewal Date</u>
"Logo" - W with Ds around it					
Ecospun					
Eco-spun					
Eco Spun					
Fillwell	DEAD				
Fillwell II	DEAD				
Fortrel Select					
Microspun	1/25/90	74022339	1616793	10/9/90	
Wellamid	12/14/65	72234574	0814764	9/13/66	
Wellon	3/22/65	72214688	0810897	7/12/66	
Wellstrand	3/18/66	72241361	0819686	12/6/66	

WELLMAN, INC. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial #</u>	<u>Registration #</u>	<u>Date of Registration</u>	<u>Renewal Date</u>
3D HI-VOID	2/14/06	78814687			
Fortitude					

GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WELLMAN, INC., a Delaware corporation, and Fiber Industries, Inc., a Delaware corporation, each with principal offices at 1041 521 Corporate Center Drive, Fort Mill, South Carolina, (the "Grantors"), hereby grant to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the full and prompt performance and payment of all the Obligations of the Grantors, as such term is defined in the Amended and Restated Credit Agreement among the Grantors, the other borrowers party thereto, the other lenders party thereto and the Grantee, dated as of May 4, 2006 (as amended, restated, supplemented or otherwise modified from time to time). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Grant to the Grantors.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement between the Grantors, the other assignors party thereto and the Grantee, dated as of February 10, 2004, as amended (the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 4th day of May, 2006.

WELLMAN, INC.,
as Grantor

By: Keith R. Phillips
Name: Keith R. Phillips
Title: Chief Financial Officer

FIBER INDUSTRIES, INC.,
as Grantor

By: Keith R. Phillips
Name: Keith R. Phillips
Title: Vice President

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Grantee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 4th day of May, 2006.

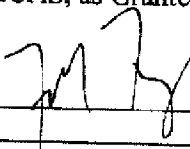
WELLMAN, INC.,
as Grantor

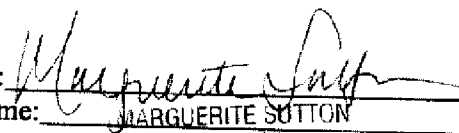
By: _____
Name: _____
Title: _____

FIBER INDUSTRIES, INC.,
as Grantor

By: _____
Name: _____
Title: _____

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Grantee

By:  _____
Name: FRANK FAZIO
Title: Director

By:  _____
Name: MARGUERITE SUTTON
Title: DIRECTOR

STATE OF NJ)

) ss.:

COUNTY OF monmouth)

On this 4th day of May, 2006 before me personally came Keith R. Phillips, who being duly sworn, did depose and say that he is Chief Financial Officer of Wellman, Inc. and a Vice President of Fiber Industries, Inc., that he is authorized to execute the foregoing Grant of Security Interest on behalf of each said corporation and that he did so by authority of the Board of Directors of each said Corporation.

Amy S. White

Notary Public

AMY S. WHITE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/9/2011

STATE OF Illinois)

) ss.:

COUNTY OF Franklin)

On this 16th day of July, 2006, before me personally came Franklin who, being by me duly sworn, did state as follows: that s/he is Franklin of Deutsche Bank Trust Company Americas that s/he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that s/he did so by authority of the Board of Directors of said corporation.

Elizabeth A. Colby

Notary Public



Schedule A

U.S. Trademark Registration

Registered Mark

Registration No.

Registration Date

(see attached)

WELLMAN, INC. TRADEMARKS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial #</u>	<u>Registration #</u>	<u>Date of Registration</u>	<u>Renewal Date</u>
"Logo" - W with Ds around it					
Ecospun					
Eco-spun					
Eco Spun					
Fillwell	DEAD				
Fillwell II	DEAD				
Fortrel Select					
Microspun	1/25/90	74022339	1616793	10/9/90	
Wellamid	12/14/65	72234574	0814764	9/13/66	
Wellon	3/22/65	72214688	0810897	7/12/66	
Wellstrand	3/18/66	72241361	0819686	12/6/66	

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WELLMAN, INC. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial #</u>	<u>Registration #</u>	<u>Date of Registration</u>	<u>Renewal Date</u>
3D HI-VOID	2/14/06	78814687			
Fortitude					

5

CHI:1717740.2

TRADEMARK
REEL: 003432 FRAME: 0667

Schedule B

All patents are encumbered with security interests.

Patent Number

Date Issued

Title

(see attached)

WELLMAN, INC. PATENTS

File #	Casecode	Country	Title	Serial #	Filing Date	Pub. Date of Number	Patent #	Issue Date	Expiration Date	Owner	Matter
3200.022E	PATAPP	US	Methods for Introducing Additives into Polyethylene Terephthalate	10/962,167	10/08/04	2005017017 5	n/a	n/a	n/a	Nichols	PPI Technology (CIP)
3200.041A	PATAPP	US	Methods of Making Titanium-Catalyzed Polyester Resins	10/850,269	5/20/04	2005026146 2	n/a	n/a	n/a	Nichols	Methods/TI-Catalyzed Polyester
3200.054	PATAPP	US	Methods of Making Imide-Modified Polyester Resins	11/046,481	1/28/05	2005017132 6	n/a	n/a	n/a	Edwards	Polyester Imide Resins
3200.060	PATAPP	US	Slow-Crystallizing Polyester Resins	10/850,918	5/21/04	2004023606 6	n/a	n/a	n/a	Moore	Slow-Crystallizing Polyester
3200.060A	PATAPP	US	Polyester Preforms Useful for Enhanced Heat-Set Bottles	10/996,789	11/24/04	2005015308 6	n/a	n/a	n/a	Moore	Polyester Preforms
3200.060C-P	PATAPP	US	Polyester Resins for High Strength Articles	60/739,796	11/23/05	n/a	n/a	n/a	n/a	n/a	High-Strength PET CSD Resin
3200.060D-P	PATAPP	US	Melt-Phase Polycondensation of Titanium-Catalyzed PET	60/738,867	11/22/05	n/a	n/a	n/a	n/a	n/a	Melt-Phase Titanium PET Resins

CHI:1717062.2

3200.068P	PATAPP	US	Resins Alumina- Enhanced Polyester Resins & Methods For Making The Same	60/736,706	11/15/05	n/a	n/a	n/a	n/a	n/a	n/a	Alumina- Modified COF Resins
3200.073	PATAPP	US	Low-Density Foamed Polymer Articles	11/564,242	2/28/06	n/a	n/a	n/a	n/a	n/a	n/a	Low-Density Foamed Polymer/CLP
3200.073P2	PATAPP	US	Low-Density Foamed Polymers	60/724,061	10/05/05	n/a	n/a	n/a	n/a	n/a	n/a	Low-Density Foamed Polymers
3200.076P	PATAPP	US	Polyalkylene Terephthalate Resins for High-Strength Articles	60/739,645	11/23/05	n/a	n/a	n/a	n/a	n/a	n/a	High-Strength Resin
3200.078P	PATAPP	US	Polyester Resins for High- Efficiency Injection Molding	60/739,498	11/23/05	n/a	n/a	n/a	n/a	n/a	n/a	High-Efficiency- Molding Resins

8 9 10 11 12

CH:1717682.2