

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
Fiber Industries, Inc.		01/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-0001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1658996	F COMFORTREL
Registration Number:	1658997	F COMFORTREL THE CHOICE FOR COMFORT
Registration Number:	1600933	F COMFORTREL THE FIBER OF CHOICE
Registration Number:	1603819	F
Registration Number:	0702735	FORTREL
Registration Number:	1180254	FORTREL
Registration Number:	1674283	LUSTERSPUN
Registration Number:	2381776	FORTREL COLORMAX
Registration Number:	1674282	FORTREL PLUS
Registration Number:	1616793	MICROSPUN
Registration Number:	1733123	SPUNNAIRE

CORRESPONDENCE DATA

Fax Number: (214)969-4343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003933 FRAME: 0409

900126771

CH \$290.00 1658996

Phone: 2149692761
Email: kthiesse@akingump.com
Correspondent Name: Karen Thiesse
Address Line 1: 1700 Pacific Ave, Suite 4100
Address Line 4: Dallas, TEXAS 75201-4675

ATTORNEY DOCKET NUMBER:	685999-0001
NAME OF SUBMITTER:	Karen Thiesse
Signature:	/Karen Thiesse/
Date:	02/10/2009

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2009 (the "Trademark Security Agreement"), by FIBER INDUSTRIES, INC., a Delaware corporation ("Grantor"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation, in its capacity as trustee ("Trustee") and collateral agent (in such capacity, the "Collateral Agent") under the Indenture, dated the date hereof, by and among Wellman Holdings, Inc., a Delaware corporation (the "Company"), as issuer, the guarantors party thereto and Wilmington Trust Company, as Trustee and Collateral Agent (as such indenture may hereafter be amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), pursuant to which the Company has issued its 5.00% Convertible Third Lien Subordinated Notes due 2019 (the "Notes").

WITNESSETH:

WHEREAS, Grantor and the Collateral Agent are parties to the Indenture and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Security Agreement (as hereinafter defined) and this Trademark Security Agreement (all of the foregoing, together with the Indenture, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Note Documents");

WHEREAS, as a condition to the acceptance of the Notes by the Holders, Grantor has agreed to execute and deliver to the Collateral Agent, for the benefit of itself, the Trustee and the Holders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself, the Trustee and the Holders, this 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture or the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.**

Grantor hereby grants to Collateral Agent, on behalf of itself, Trustee and the Holders, a continuing security interest in and lien on all of Grantor's right, title and interest in, to and under

the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether by stated maturity, by acceleration, by prepayment or otherwise (including the payment of amount that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Note Obligations (as such term is defined in the Indenture) of Grantor:

(a) all right, title and interest in and to all of its Trademarks and all applications for registration, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office or in any similar office or agency in any other country or jurisdiction, including but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time;

(b) all rights of Grantor in all present and future agreements containing a license of Trademarks to Grantor (subject to the rights of the licensors therein) pertaining to the foregoing;

(c) all income, fees, royalties or other payments at any time due or payable with respect to the foregoing, including, without limitation, payments under all license at any time entered into in connection therewith;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license;

(f) all rights corresponding thereto throughout the world with respect to the foregoing; and

(g) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any of its Trademarks or Trademarks licensed under any Trademark license (to the extent that Grantor is permitted to bring such claim under the applicable Trademark license) or (ii) injury to the goodwill associated with any of its Trademarks or any Trademarks licensed under any Trademark license (to the extent that Grantor is permitted to bring such claim under the applicable Trademark license) and any licenses royalties, income, payments, claims, damages and proceeds of suit of any of the foregoing..

The foregoing grant of security interest shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity or result in the voiding of such Trademark application, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Collateral.

Trademark Collateral shall not include Excluded Property (as defined in the Indenture).

3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself, the Trustee and the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with any provision of the Security Agreement, the provisions of the Security Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under the Note Documents.

4. INTERCREDITOR AGREEMENT.

Each of the Company and each Guarantor agrees, and each Holder, whether or not such Holder is a signatory thereto or hereto, by accepting or acquiring a Note or the rights or benefits thereunder agrees, to be, and that such Person is, bound by the terms of the Intercreditor Agreement, including the payment and lien subordination provisions contained therein and authorizes the Trustee and the Collateral Agent to give effect to such terms. Notwithstanding anything herein to the contrary, each Holder and the Collateral Agent acknowledges that the Lien and security interest granted to the Collateral Agent pursuant hereto and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. For the avoidance of doubt, any obligation hereunder of any Grantor to deliver Trademark Collateral or proceeds thereof to the Collateral Agent or any other Person, shall be satisfied by delivery of such Trademark Collateral or proceeds thereof to the Person and in the manner required under the Intercreditor Agreement. In the event of a conflict or any inconsistency between the terms of the Intercreditor Agreement on the one hand and this Trademark Security Agreement on the other hand, the terms of the Intercreditor Agreement shall prevail. In the event of a conflict or any inconsistency between the terms of the Indenture on the one hand and this Trademark Security Agreement on the other hand, the terms of the Indenture shall prevail.

5. GOVERNING LAW.

The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

6. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

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

FIBER INDUSTRIES, INC.

By: Keith R Phillips
Name: KEITH R PHILLIPS
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY
as Collateral Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 29 day of JANUARY, 2009, before me personally appeared KEITH R. PHILLIPS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fiber Industries, Inc., who being by me duly sworn did depose and say that 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 he acknowledged said instrument to be the free act and deed of said corporation.

Julian A. Williams
Notary Public

JULIAN A. WILLIAMS
Notary Public, State of New York
No. 01W16193377
Qualified in Queens County
Commission Expires Sept. 15, 2012

[Signature Page to Third Lien Trademark Security Agreement]

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

FIBER INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY
as Collateral Agent

By: Michael G. Oiler, Jr.
Name: Michael G. Oiler, Jr.
Title: Assistant Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this ____ day of _____, 2009, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fiber Industries, Inc., who being by me duly sworn did depose and say that 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 he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Signature Page to Third Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. TRADEMARKS (with Application/Registration numbers, as applicable)

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
F COMFORTREL	U.S. Federal	Registered	1658996	10/1/1991	Fiber Industries, Inc.
F COMFORTREL THE CHOICE FOR COMFORT	U.S. Federal	Registered	1658997	10/1/1991	Fiber Industries, Inc.
F COMFORTREL THE FIBER OF CHOICE	U.S. Federal	Registered	1600933	6/12/1990	Fiber Industries, Inc.
F Design	U.S. Federal	Registered	1603819	6/26/1990	Fiber Industries, Inc.
FORTREL	U.S. Federal	Registered	0702735	8/16/1960	Fiber Industries, Inc.
FORTREL	U.S. Federal	Registered	1180254	12/1/1981	Fiber Industries, Inc.
FORTREL COLORMAX	U.S. Federal	Registered	2381776	8/29/2000	Fiber Industries, Inc.
FORTREL PLUS	U.S. Federal	Registered	1674282	2/4/1992	Fiber Industries, Inc.
LUSTERSPUN	U.S. Federal	Registered	1674283	2/4/1992	Fiber Industries, Inc.
MICROSPUN	U.S. Federal	Registered	1616793	10/9/1990	Fiber Industries, Inc.
SPUNNAIRE	U.S. Federal	Registered	1733123	11/17/1992	Fiber Industries, Inc.

FOREIGN TRADEMARKS (with Application/Registration numbers, as applicable)

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
FORTREL	Argentina	Registered	1991261	9/14/2004	Fiber Industries, Inc.
FORTREL	Argentina	Registered	1971115	2/20/2004	Fiber Industries, Inc.
FORTREL	Argentina	Registered	1644890	9/17/1997	Fiber Industries, Inc.
FORTREL	Australia	Registered	A159038	3/23/1960	Fiber Industries, Inc.
FORTREL	Australia	Registered	A159039	3/23/1960	Fiber Industries, Inc.
FORTREL	Australia	Registered	A159040	3/23/1960	Fiber Industries, Inc.
FORTREL	Australia	Registered	A159037	3/23/1960	Fiber Industries, Inc.
FORTREL	Austria	Registered	43525	5/31/1960	Fiber Industries, Inc.
FORTREL	Bangladesh	Registered	13839	10/24/1977	Fiber Industries, Inc.
FORTREL	Bangladesh	Registered	13838	10/24/1977	Fiber Industries, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
FORTREL	Bangladesh	Registered	13837	10/24/1977	Fiber Industries, Inc.
FORTREL	Bangladesh	Registered	13836	10/24/1977	Fiber Industries, Inc.
FORTREL	Benelux	Registered	82912	12/9/1990	Fiber Industries, Inc.
FORTREL	Bolivia	Registered	60497-A	7/3/2002	Fiber Industries, Inc.
FORTREL	Bolivia	Registered	60496-A	7/3/2002	Fiber Industries, Inc.
FORTREL	Brazil	Registered	006152627	11/10/1960	Fiber Industries, Inc.
FORTREL	Brazil	Registered	006152635	11/10/1960	Fiber Industries, Inc.
FORTREL	Brazil	Registered	006152619	11/10/1960	Fiber Industries, Inc.
FORTREL	Canada	Registered	TMA120877	1/20/1961	Fiber Industries, Inc.
FORTREL ECOSPUN THE RENEWABLE RESOURCE	Canada	Registered	TMA484700	10/28/1997	Fiber Industries, Inc.
FORTREL SELECT	Canada	Registered	TMA264375	11/20/1981	Fiber Industries, Inc.
FORTREL	Chile	Registered	616.283	1/9/2002	Fiber Industries, Inc.
FORTREL	China, P.R.	Registered	170721	1/30/1983	Fiber Industries, Inc.
FORTREL	Colombia	Registered	178450	9/28/1993	Fiber Industries, Inc.
FORTREL	Colombia	Registered	177128	9/28/1993	Fiber Industries, Inc.
FORTREL	Congo	Registered	280/C	4/15/1960	Fiber Industries, Inc.
FORTREL	Costa Rica	Registered	23.017	7/6/2000	Fiber Industries, Inc.
FORTREL	Costa Rica	Registered	23.018	7/5/2000	Fiber Industries, Inc.
FORTREL	Costa Rica	Registered	23.019	7/5/2000	Fiber Industries, Inc.
FORTREL	Costa Rica	Registered	23.020	4/26/2000	Fiber Industries, Inc.
FORTREL	Cuba	Registered	107,214	1/18/1964	Fiber Industries, Inc.
FORTREL	Denmark	Registered	VR 02826/1960	12/3/1960	Fiber Industries, Inc.
FORTREL	Denmark	Registered	VR 02304/1971	8/27/1971	Fiber Industries, Inc.
FORTREL	Dominican Republic	Registered	11,268	4/25/1960	Fiber Industries, Inc.
FORTREL	Dominican Republic	Registered	11,269	4/25/1960	Fiber Industries, Inc.
FORTREL	Ecuador	Registered	3449	12/12/2003	Fiber Industries, Inc.
FORTREL	Ecuador	Registered	3455	12/12/2003	Fiber Industries, Inc.
FORTREL	Ecuador	Registered	3448	12/12/2003	Fiber Industries, Inc.
FORTREL	Egypt	Registered	37042	4/1/1960	Fiber Industries, Inc.
FORTREL	Egypt	Registered	37043	4/1/1960	Fiber Industries, Inc.
FORTREL	Egypt	Registered	37044	4/1/1960	Fiber Industries, Inc.
FORTREL	Egypt	Registered	37041	4/1/1960	Fiber Industries, Inc.
FORTREL	El Salvador	Registered	7962	6/26/1961	Fiber Industries, Inc.
FORTREL	El Salvador	Registered	7963	6/26/1961	Fiber Industries, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
FORTREL	El Salvador	Registered	7964	6/16/1961	Fiber Industries, Inc.
FORTREL	Finland	Registered	37780	1/30/1962	Fiber Industries, Inc.
FORTREL	France	Registered	1466405	5/16/1988	Fiber Industries, Inc.
FORTREL	France	Registered	1299000	2/12/1960	Fiber Industries, Inc.
FORTREL	Germany	Registered	762914	4/9/1960	Fiber Industries, Inc.
FORTREL	Greece	Registered	25431	3/29/1960	Fiber Industries, Inc.
FORTREL	Greece	Registered	25432	3/29/1960	Fiber Industries, Inc.
FORTREL	Greece	Registered	25433	3/29/1960	Fiber Industries, Inc.
FORTREL	Greece	Registered	25434	3/29/1960	Fiber Industries, Inc.
FORTREL	Guatemala	Registered	13445	4/12/1962	Fiber Industries, Inc.
FORTREL	Guatemala	Registered	13446	4/12/1962	Fiber Industries, Inc.
FORTREL	Guatemala	Registered	13447	4/12/1962	Fiber Industries, Inc.
FORTREL	Guatemala	Registered	13448	4/12/1962	Fiber Industries, Inc.
FORTREL	Guyana	Registered	4683A	3/23/1960	Fiber Industries, Inc.
FORTREL	Haiti	Registered	78 Reg 125	2/6/1991	Fiber Industries, Inc.
FORTREL	Honduras	Registered	28.578	8/11/1980	Fiber Industries, Inc.
FORTREL	Honduras	Registered	28.576	8/11/1980	Fiber Industries, Inc.
FORTREL	Honduras	Registered	28.577	8/11/1980	Fiber Industries, Inc.
FORTREL	Honduras	Registered	10.107	10/1/1980	Fiber Industries, Inc.
FORTREL	Hong Kong	Registered	723/1960	3/28/1960	Fiber Industries, Inc.
FORTREL	Hong Kong	Registered	724/1960	3/28/1960	Fiber Industries, Inc.
FORTREL	Hong Kong	Registered	725/1960	3/28/1960	Fiber Industries, Inc.
FORTREL	Hong Kong	Registered	726/1960	3/28/1960	Fiber Industries, Inc.
FORTREL ECOSPUN THE RENEWABLE RESOURCE	Hong Kong	Registered	B10049/1997	9/29/1994	Fiber Industries, Inc.
FORTREL	India	Registered	195170	3/24/1960	Fiber Industries, Inc.
FORTREL	India	Registered	195171	3/24/1960	Fiber Industries, Inc.
FORTREL	India	Registered	195172	3/24/1960	Fiber Industries, Inc.
FORTREL	India	Registered	195173	3/24/1960	Fiber Industries, Inc.
FORTREL	Indonesia	Registered	496891	1/10/2002	Fiber Industries, Inc.
FORTREL	Iran	Registered	20397	10/17/2000	Fiber Industries, Inc.
FORTREL	Ireland	Registered	62178	3/28/1988	Fiber Industries, Inc.
FORTREL	Ireland	Registered	62179	3/28/1988	Fiber Industries, Inc.
FORTREL	Ireland	Registered	62180	3/28/1988	Fiber Industries, Inc.
FORTREL	Ireland	Registered	62181	3/28/1988	Fiber Industries, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
FORTREL ECOSPUN THE RENEWABLE RESOURCE	Ireland	Registered	163857	9/16/1994	Fiber Industries, Inc.
FORTREL	Israel	Registered	18,552	3/22/1960	Fiber Industries, Inc.
FORTREL	Israel	Registered	18,553	3/22/1960	Fiber Industries, Inc.
FORTREL	Israel	Registered	18,554	3/22/1960	Fiber Industries, Inc.
FORTREL	Israel	Registered	18,555	3/22/1960	Fiber Industries, Inc.
FORTREL	Italy	Registered	898635 Former Reg. No. 386188	6/24/2003	Fiber Industries, Inc.
COMFORTREL	Japan	Registered	4601405	9/6/2002	Fiber Industries, Inc.
COMFORTREL PLUS	Japan	Registered	4601406	9/6/2002	Fiber Industries, Inc.
COMFORTREL XP	Japan	Registered	4696641	8/1/2003	Fiber Industries, Inc.
FORTREL	Japan	Registered	2571169	8/31/1993	Fiber Industries, Inc.
FORTREL	Japan	Registered	2524793	4/28/1993	Fiber Industries, Inc.
FORTREL	Japan	Registered	2554026	7/30/1993	Fiber Industries, Inc.
FORTREL	Japan	Registered	2522057	3/31/1993	Fiber Industries, Inc.
FORTREL	Japan	Registered	5038392	4/6/2007	Fiber Industries, Inc.
FORTREL	Jordan	Registered	5192	3/2/1960	Fiber Industries, Inc.
FORTREL	Jordan	Registered	5193	3/2/1960	Fiber Industries, Inc.
FORTREL	Lebanon	Registered	102506	6/7/2005	Fiber Industries, Inc.
FORTREL	Libya	Registered	2174	4/27/1980	Fiber Industries, Inc.
FORTREL	Libya	Registered	2220	6/9/1960	Fiber Industries, Inc.
FORTREL	Macao	Registered	2463-M	1/25/1988	Fiber Industries, Inc.
FORTREL	Malawi	Registered	599/60	3/24/1960	Fiber Industries, Inc.
FORTREL	Malaya	Registered	M/33,265	4/12/1960	Fiber Industries, Inc.
COMFORTREL	Malaysia	Pending	02013948	11/9/2002	Fiber Industries, Inc.
FORTREL	Malaysia	Registered	02013949	6/14/2007	Fiber Industries, Inc.
FORTREL	Mexico	Registered	354740	5/27/1988	Fiber Industries, Inc.
FORTREL	Morocco	Registered	72817	3/20/2000	Fiber Industries, Inc.
FORTREL	New Zealand	Registered	65832	3/22/1960	Fiber Industries, Inc.
FORTREL	New Zealand	Registered	65833	3/22/1960	Fiber Industries, Inc.
FORTREL	New Zealand	Registered	65834	3/22/1960	Fiber Industries, Inc.
FORTREL	New Zealand	Registered	65835	3/22/1960	Fiber Industries, Inc.
FORTREL ECOSPUN THE RENEWABLE RESOURCE	New Zealand	Registered	241037	9/16/1994	Fiber Industries, Inc.
FORTREL	Nicaragua	Registered	10.572	9/3/1960	Fiber Industries, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
FORTREL	Nicaragua	Registered	10.573	9/3/1960	Fiber Industries, Inc.
FORTREL	Nicaragua	Registered	10.574	9/3/1960	Fiber Industries, Inc.
FORTREL	Nicaragua	Registered	10.575	9/3/1960	Fiber Industries, Inc.
FORTREL	Nigeria	Registered	43311/83	1/28/1983	Fiber Industries, Inc.
FORTREL	Nigeria	Registered	43312/83	1/28/1983	Fiber Industries, Inc.
FORTREL	Norway	Registered	55571	3/28/1960	Fiber Industries, Inc.
FORTREL	Pakistan	Registered	32,520	4/6/1960	Fiber Industries, Inc.
FORTREL	Pakistan	Registered	32,519	4/6/1960	Fiber Industries, Inc.
FORTREL	Pakistan	Registered	32,521	4/6/1960	Fiber Industries, Inc.
FORTREL	Pakistan	Registered	32,518	4/6/1960	Fiber Industries, Inc.
FORTREL	Panama	Registered	8038	12/6/1963	Fiber Industries, Inc.
FORTREL	Paraguay	Registered	227.915	4/15/2000	Fiber Industries, Inc.
FORTREL	Paraguay	Registered	227.917	4/15/2000	Fiber Industries, Inc.
FORTREL	Paraguay	Registered	227.918	4/15/2000	Fiber Industries, Inc.
FORTREL	Paraguay	Registered	227.916	4/15/2000	Fiber Industries, Inc.
FORTREL	Peru	Registered	33039	9/17/1980	Fiber Industries, Inc.
FORTREL	Peru	Registered	92911	8/26/1991	Fiber Industries, Inc.
FORTREL	Peru	Registered	93159	9/11/1991	Fiber Industries, Inc.
FORTREL	Portugal	Registered	165.266	4/18/1961	Fiber Industries, Inc.
FORTREL	Saudi Arabia	Registered	87/10	8/23/1981	Fiber Industries, Inc.
FORTREL	Singapore	Registered	T74/60757D	5/7/1974	Fiber Industries, Inc.
FORTREL	Singapore	Registered	T74/61240C	6/20/1974	Fiber Industries, Inc.
FORTREL	Singapore	Registered	T74/61241A	6/20/1974	Fiber Industries, Inc.
FORTREL	Singapore	Registered	T74/60758B	5/7/1974	Fiber Industries, Inc.
FORTREL	South Africa	Registered	60/1123/1	3/22/1960	Fiber Industries, Inc.
FORTREL	South Africa	Registered	60/1123/2	3/22/1960	Fiber Industries, Inc.
FORTREL	South Africa	Registered	60/1121	3/22/1960	Fiber Industries, Inc.
FORTREL	South Africa	Registered	60/1122	3/22/1960	Fiber Industries, Inc.
FORTREL	South Korea	Registered	4765	4/21/1960	Fiber Industries, Inc.
FORTREL	South Korea	Registered	4766	4/21/1960	Fiber Industries, Inc.
FORTREL	South Korea	Registered	4767	4/21/1960	Fiber Industries, Inc.
FORTREL	South Korea	Registered	4768	4/21/1960	Fiber Industries, Inc.
FORTREL	Spain	Registered	363134M	6/26/1964	Fiber Industries, Inc.
FORTREL	Spain	Registered	363133M	7/8/1960	Fiber Industries, Inc.
FORTREL	Sri Lanka	Registered	35942	5/27/1988	Fiber Industries, Inc.
FORTREL	Sri Lanka	Registered	35941	5/27/1984	Fiber Industries, Inc.
FORTREL	Sri Lanka	Registered	35943	5/27/1988	Fiber Industries, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
FORTREL	Sri Lanka	Registered	35944	5/27/1984	Fiber Industries, Inc.
FORTREL	Sweden	Registered	90634	10/28/1960	Fiber Industries, Inc.
FORTREL	Switzerland	Registered	P 304720	4/6/1960	Fiber Industries, Inc.
FORTREL	Taiwan	Registered	531549	9/16/1991	Fiber Industries, Inc.
FORTREL	Taiwan	Registered	531561	9/16/1991	Fiber Industries, Inc.
FORTREL ECOSPUN THE RENEWABLE RESOURCE	Taiwan	Registered	707487	9/29/1994	Fiber Industries, Inc.
FORTREL	Thailand	Registered	Kor114404	3/30/1960	Fiber Industries, Inc.
FORTREL	Thailand	Registered	Kor116742	3/30/1960	Fiber Industries, Inc.
FORTREL	Thailand	Registered	Kor115801	3/29/2000	Fiber Industries, Inc.
FORTREL	Thailand	Registered	Kor115798	3/29/2000	Fiber Industries, Inc.
FORTREL	Tunisia	Registered	EE.90.0277	3/24/1960	Fiber Industries, Inc.
FORTREL	Turkey	Registered	86598	7/5/1960	Fiber Industries, Inc.
COMFORTREL	United Arab Emirates	Registered	41762	8/13/2003	Fiber Industries, Inc.
FORTREL	United Arab Emirates	Registered	41763	8/13/2003	Fiber Industries, Inc.
FORTREL	United Kingdom	Registered	803683	3/25/1981	Fiber Industries, Inc.
FORTREL ECOSPUN THE RENEWABLE RESOURCE	United Kingdom	Registered	B1585346	3/8/1996	Fiber Industries, Inc.
FORTREL	Uruguay	Registered	246.863	10/16/1961	Fiber Industries, Inc.
FORTREL	Venezuela	Registered	F040330	9/13/1961	Fiber Industries, Inc.
FORTREL	Venezuela	Registered	F040257	9/4/1961	Fiber Industries, Inc.
FORTREL	Venezuela	Registered	F040335	9/13/1961	Fiber Industries, Inc.
FORTREL	Zambia	Registered	599/60	3/24/1960	Fiber Industries, Inc.
FORTREL	Zimbabwe	Registered	599/60	3/24/1960	Fiber Industries, Inc.

**EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT**

Power of Attorney

[see attached]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29 day of JANUARY, 2009 before me personally came KEITH R. PHILLIPS, to me known, who being duly sworn, did depose and say, that he is the V.P. of Fiber Industries, Inc., the Delaware corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

JULIANA A. WILLIAMS
Notary Public, State of New York
No. 01W16193377
Qualified in Queens County
Commission Expires Sept. 15, 2012

[Signature Page to Third Lien Power of Attorney - Trademark]