

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corbin Fiber Products, LLC		08/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77707197	60° PLUS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott Kareff, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.1000		
NAME OF SUBMITTER:	Scott Kareff, Esq. (014951.1000)		
Signature:	/kc for sk/		

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**TRADEMARK
 REEL: 004044 FRAME: 0608**

Date:

08/14/2009

Total Attachments: 4

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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Corbin Fiber Products, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Joinder Agreement, dated August 5, 2009 (the "Joinder Agreement"), in favor of Wachovia Bank, National Association, a successor by merger to Congress Finance Corporation, as administrative agent for the lenders and Ableco Finance LLC, as the collateral agent for the lenders (in such capacity, together with its successors and assigns, if any, the "Grantee");

WHEREAS, pursuant to the Joinder Agreement, the Grantor has become a pledgor under the Trademark Security Agreement dated April 30, 1999 made by CTA Acoustics, Inc and Hercules Fiber II, LLC in favor of the Grantee (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Trademark Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Trademark Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 5, 2009.

CORBIN FIBER PRODUCTS, LLC

By: James J. Pike
Name: JAMES J. PIKE
Title: EXECUTIVE MANAGER

STATE OF KENTUCKY

ss.:

COUNTY OF LAUREL

On this 5th day of AUGUST, 2009 before me personally came JAMES PIKE, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the EXECUTIVE MGR of CORBIN FIBER PRODUCTS, a LLC, and that s/he executed the foregoing instrument in the firm name of CORBIN FIBER PRODUCTS, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Sherry Woogers
[NOTARY SEAL]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

DOC ID-10940708.2

TRADEMARK
REEL: 004044 FRAME: 0612

SCHEDULE A

TYPE	JURISDICTION	MARK	REGISTRATION/ APPLICATION DATE	REGISTRATION/ APPLICATION NO.
CORBIN FIBER PRODUCTS, LLC				
Registration Pending	USA	60° PLUS	4/6/2009	771707,197

TRADEMARK

RECORDED: 08/14/2009

REEL: 004044 FRAME: 0613