

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		06/29/2010	societe anonyme: FRANCE

RECEIVING PARTY DATA

Name:	Universal Fibers, Inc.
Street Address:	14401 Industrial Park Road
City:	Bristol
State/Country:	VIRGINIA
Postal Code:	24202
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1522671	CAPIMA
Registration Number:	1495853	CAPLANA
Registration Number:	1469839	CAPTIVA
Registration Number:	1532082	PATINA
Registration Number:	2429200	PHOENIX
Registration Number:	2992757	PRISMA
Serial Number:	78369637	REFLECTION
Registration Number:	3068979	REVOLVE
Registration Number:	3199592	SILKWORKS
Registration Number:	2517021	U
Registration Number:	2392789	ULTIMATE FIBER
Registration Number:	2401389	UNIVERSAL COLOR
Registration Number:	1800812	UNY SILQUE NYLON 6.6 MICRODENIER POY

CORRESPONDENCE DATA

900165856

**TRADEMARK
 REEL: 004234 FRAME: 0206**

CH \$340.00 1522671

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
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Address Line 2: Attn: S. Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/0043
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	06/29/2010

Total Attachments: 8
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 29th day of June, 2010, by BNP PARIBAS, as Administrative Agent for the Lenders ("Assignor"), in favor of UNIVERSAL FIBERS, INC., a Virginia corporation, located at 14401 Industrial Park Road, Bristol, Virginia 24202, and PREMIERE FIBERS, INC., a Delaware corporation, located at 14401 Industrial Park Road, Bristol, Virginia 24202, (each individually, "Assignee", and collectively "Assignees").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Grant of Trademark Security Interest or Security Agreement, as applicable.

WHEREAS, Universal Fiber Systems, LLC ("Company") entered into a Credit Agreement, dated as of October 26, 2007 (said Credit Agreement, as it may heretofore have been further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Assignor pursuant to which Lenders made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time have entered, into one or more swap agreements (collectively, the "Lender Swap Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "Swap Counterparties"); and

WHEREAS, Assignees executed and delivered that certain Subsidiary Guaranty dated as of October 26, 2007 (said Subsidiary Guaranty, as it may heretofore have been further amended, restated, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Assignor for the benefit of Lenders and any Swap Counterparties, pursuant to which Assignees guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 26, 2007 (said Security Agreement, as it may heretofore have been further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Company, Assignor and the other grantors named therein, Assignees created in favor of Assignor a security interest in, and Assignor became a secured creditor with respect to, the Trademark Collateral;

WHEREAS, the Grant of Trademark Security Interest was recorded with the United States Patent and Trademark Office on October 30, 2007, at Reel 3650/Frame 0592;

WHEREAS, pursuant to the Security Agreement and the Grant of Trademark Security Interest, each Assignee granted to Assignor a security interest in all of Assignee's right, title and interest in and to the following, in each case whether then or thereafter existing or in which each Assignee then had or thereafter acquired an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Assignee, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (collectively, the "Trademark Rights"), and all goodwill of such Assignee's business symbolized by the Trademarks, Trademark Registrations and Trademark Rights and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (whether or not Assignor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary contained in clauses (i) and (ii) above, the security interest created by this Grant of Trademark Security Interest shall not extend to intent-to-use Trademark applications unless and until evidence of the use of such Trademark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a).

WHEREAS, the Assignor and Assignee desire that Assignor terminate and release its security interest in all of Assignees' right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby releases and discharges its security interest in all of Assignees' right, title and interest in and to the Trademark Collateral, including but not limited to the Trademarks listed on Schedule A annexed hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral to Assignees.

Assignor hereby authorizes Assignees or Assignees' authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST
IN TRADEMARKS to be duly executed and delivered by its officer thereunto duly authorized as
of the 21 day of July, 2010.

ASSIGNOR:

BNP PARIBAS, as Administrative Agent for the
Lenders

By: 

Name: Sean Davenport

Title: Managing Director

By: 

Name: Matthew Wyatt

Title: Director

Release of Security Interest in Trademarks

TRADEMARK
REEL: 004234 FRAME: 0211

**SCHEDULE A TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

See attached.

SCHEDULE A

CAPIMA

Registration Number: 1522671
Registration Date: 1/31/89
Renewal Date: 1/31/09
Record Owner: Premiere Fibers, Inc.

CAPLANA

Registration Number: 1495853
Registration Date: 7/12/88
Renewal Date: 7/12/08
Record Owner: Premiere Fibers, Inc.

CAPTIVA (CANADA)

Registration Number: 148835
Registration Date: 1/13/67
Renewal Date: 1/13/12
Record Owner: Premiere Fibers, Inc.

CAPTIVA (Stylized)

Registration Number: 1469839
Registration Date: 12/22/87
Renewal Date: 12/22/07
Record Owner: Premiere Fibers, Inc.

PATINA

Registration Number: 1532082
Registration Date: 3/28/89
Renewal Date: 3/28/09
Record Owner: Premiere Fibers, Inc.

PHOENIX

Registration Number: 2429200
Registration Date: 2/20/01
Renewal Date: 2/20/11
Record Owner: Universal Fibers, Inc.

PRISMA

Registration Number: 2992757
Registration Date: 9/6/05
Renewal Date: 9/6/15
Record Owner: Universal Fibers, Inc.

REFLECTION

Filing Date: 2/18/04
Application Number: 78/369637
Status: Notice of Allowance received
Record Owner: Universal Fibers, Inc

REVOLVE

Registration Number: 3068979
Registration Date: 3/14/06
Renewal Date: 3/14/16
Record Owner: Universal Fibers, Inc

SILKWORKS

Registration Number: 3199592
Registration Date: 1/16/07
Renewal Date: 1/16/17
Record Owner: Universal Fibers, Inc

"U" (Stylized)

Registration Number: 2517021
Registration Date: 12/11/01
Renewal Date: 12/11/11
Record Owner: Universal Fibers, Inc
(To Be Abandoned)

ULTIMATE FIBER

Registration Number: 2392789
Registration Date: 10/10/00
Renewal Date: 10/10/10
Record Owner: Universal Fibers, Inc

UNIVERSAL COLOR

Registration Number: 2401389
Registration Date: 11/7/00
Renewal Date: 11/7/10
Record Owner: Universal Fibers, Inc

UNY SILQUE NYLON 6.6 MICRODENIER POY

Registration Number: 1800812
Application Date: 10/26/1993
Record Owner: Premiere Fibers, Inc.
(To Be Abandoned)

Licensed Trademark:

HYDROFIL (Licensed from Honeywell)

Registration Number: 1408578

Registration Date: 9/9/86

Renewal Date: 9/9/16