

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
PGI Polymer, Inc.		01/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-0001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2366859	APEX
Serial Number:	85160990	APEX
Registration Number:	2420492	C CHICOPEE
Registration Number:	1174277	CHICOPEE
Registration Number:	1187714	CHIX
Registration Number:	1185839	CHIX
Registration Number:	2177919	CHUX
Registration Number:	1190758	DURALACE
Registration Number:	3388880	ENDURA
Registration Number:	1270820	FRESH GUY
Registration Number:	0609200	KEYBAK
Registration Number:	1355429	KIARA
Registration Number:	0564988	MASSLINN

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Registration Number:	0647808	MASSLINN
Registration Number:	2001728	MIRATEC
Registration Number:	1797050	QUIX
Registration Number:	0927771	RETICULON
Registration Number:	3035127	SOCLEAN
Registration Number:	3067681	SOSTRONG
Registration Number:	1369062	STRETCH'N DUST
Registration Number:	1249009	STRETCH 'N DUST
Registration Number:	1175550	

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3283
Email: david.adams@thomsonreuters.com
Correspondent Name: Maureen P Murphy, Legal Assistant
Address Line 1: 80 Pine St
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	02/08/2011

Total Attachments: 8

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Trademark Security Agreement, dated as of January 28, 2011, by and between PGI POLYMER, INC., a corporation formed under the laws of Delaware (the “Grantor”), in favor of WILMINGTON TRUST COMPANY, in its capacity as Collateral Agent pursuant to the Indenture and the Collateral Agency Agreement each dated as of the date hereof (in such capacity, the “Grantee”).

W I T N E S S E T H :

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that any United States Trademark, applications filed in the United States Patent and Trademark Office on the basis of any Grantor’s “intent-to-use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks 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. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

EXECUTION VERSION

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, as prepared by and at the cost of the Grantor, releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

PGI POLYMER, INC.

By: 
Name: Daniel L. Rikard
Title: Secretary

[TRADEMARK SECURITY AGREEMENT – PGI POLYMER, INC.]

TRADEMARK
REEL: 004470 FRAME: 0821

IN WITNESS WHEREOF, the 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.

Accepted and Agreed:

WILMINGTON TRUST COMPANY,
as Collateral Agent and Grantee

By: _____

Name:


Joshua C. Jones

Title:

Financial Services Officer

[TRADEMARK SECURITY AGREEMENT – PGI POLYMER, INC.]

TRADEMARK
REEL: 004470 FRAME: 0822

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

See attached.

Owner: RGF Polymer, Inc.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
APEX	0016/ United States of America	Registered 24 Int.	75/461,238 03-Apr-1998	2,366,859 11-Jul-2000
	<i>Goods:</i> 24 Int. nonwoven fabrics of synthetic polymers, such as polyolefins and polyesters, sold in roll form, for use in the manufacture of window treatments			
APEX	0016/1 United States of America	Pending 24 Int.	85/160,990 26-Oct-2010	
	<i>Goods:</i> 24 Int. Nonwoven fabrics for wiping products			
C CHICOPEE (Stylized)	0045/1 United States of America	Registered 21 Int.	75/564,804 05-Oct-1998	2,420,492 16-Jan-2001
	<i>Goods:</i> 21 Int. Cleaning cloths.			
C CHICOPEE (Stylized)	0045/2 United States of America	Registered 21 Int.	73/280,772 06-Oct-1980	1,174,277 20-Oct-1981
	<i>Goods:</i> 21 Int. Wiping Cloths			
C CHIX (Stylized)	0046/ United States of America	Registered 24 Int.	73/303,969 02-Apr-1981	1,187,714 26-Jan-1982
	<i>Goods:</i> 24 Int. Nonwoven wiping towel			
CHIX	0099/1 United States of America	Registered 21 Int.	73/303,794 02-Apr-1981	1,185,839 12-Jan-1982
	<i>Goods:</i> 21 Int. Nonwoven wiping cloths			
CHUX	0107/ United States of America	Registered 24 Int.	75/212,870 13-Dec-1996	2,177,919 04-Aug-1998
	<i>Goods:</i> 24 Int. Textiles and textile goods, not included in other classes; bed and table covers.			
DURALACE	0160/ United States of America	Registered 24 Int.	73/293,068 14-Jan-1981	1,190,758 23-Feb-1982
	<i>Goods:</i> 24 Int. Nonwoven fabric.			
ENDURA	0177/ United States of America	Registered 24 Int.	78/774,502 15-Dec-2005	3,388,880 26-Feb-2008
	<i>Goods:</i> 24 Int. Spunbond fabrics having microporous film laminated thereto, for use in the manufacture of protective covers for automobiles, outdoor furniture, and the like.			
FRESH GUY	0206/1 United States of America	Registered 24 Int.	73/405,623 10-Dec-1982	1,270,820 20-Mar-1984
	<i>Goods:</i> 24 Int. Household and personal non-woven fabric cleaning cloths, disposable towels and institutional food service towels.			
KEYBAK	0232/ United States of America	Registered 24 Int.	71/681,663 23-Feb-1955	0,609,200 19-Jul-1955
	<i>Goods:</i> 24 Int. Non-woven fabrics.			

Owner: PGI Polymer, Inc.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
KIARA	0238/ United States of America	Registered 24 Int.	73/498,380 07-Sep-1984	1,355,429 20-Aug-1985
	<i>Goods:</i> 24 Int. Non-woven fabric sold in the picce.			
MASSLINN	0260/2 United States of America	Registered 24 Int.	71/615,371 19-Jun-1951	0,564,988 07-Oct-1952
	<i>Goods:</i> 24 Int. Non-woven textile fabrics of cotton, rayon, and/or synthetic fibers, table napkins, table cloths and towels.			
MASSLINN	0260/ United States of America	Registered 21 Int.	72/013,419 06-Aug-1956	0,647,808 02-Jul-1957
	<i>Goods:</i> 21 Int. Dust mops and dust cloths.			
MIRATEC	0292/ United States of America	Registered 24 Int.	74/364,771 05-Mar-1993	2,001,728 17-Sep-1996
	<i>Goods:</i> 24 Int. Nonwoven fabric featuring high texture and a sharp definition of the fabric for use in the manufacture of products traditionally made of woven materials for use in apparel intended for health and safety applications, excluding bathing suits, leotards and dance wear.			
QUIX	0368/ United States of America	Registered 24 Int.	74/236,940 13-Jan-1992	1,797,050 05-Oct-1993
	<i>Goods:</i> 24 Int. cleaning cloths and towels			
RETICULON	0372/1 United States of America	Registered 21 Int.	72/390,471 21-May-1971	0,927,771 25-Jan-1972
	<i>Goods:</i> 21 Int. Wipes for industrial, cleaning, polishing, and dusting use.			
SoClean	0390/ United States of America	Registered 24 Int.	78/497,564 11-Oct-2004	3,035,127 27-Dec-2005
	<i>Goods:</i> 24 Int. Disposable and limited use, nonwoven products in the nature of cleaning cloths and pre-press wipes for the graphic arts and printing industry			
SoStrong	0395/ United States of America	Registered 21 Int.	78/497,580 11-Oct-2004	3,067,681 14-Mar-2006
	<i>Goods:</i> 21 Int. Disposable and limited use, nonwoven products in the nature of cleaning cloths for the graphic arts and printing industry			
STRETCH'N DUST	0404/2 United States of America	Registered 21 Int.	73/537,192 13-May-1985	1,369,062 05-Nov-1985
	<i>Goods:</i> 21 Int. Nonwoven cleaning cloths.			
STRETCH'N DUST (Stylized)	0404/1 United States of America	Registered 21 Int.	73/275,713 26-Aug-1980	1,249,009 23-Aug-1983
	<i>Goods:</i> 21 Int. Nonwoven cleaning cloths.			

Owner: RGI Polymer, Inc.

Trademark	Case Number/Subense Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
WAVY LINES (Stylized)	0463/ United States of America	Registered 24 Int.	72/427,931 21-Jun-1972	1,175,550 27-Oct-1981
	<i>Goods:</i> 24 Int. Non-woven textile fabrics of cotton, rayon and/or synthetic fibers or combinations thereof suitable for conversion into and used as towels, sheets, coverings, cleaning and washing cloths, and generally as a disposable alternate for woven textile goods.			