

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

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3053846	ALL DAY, EVERY DAY
Registration Number:	3137168	AQUAPEX
Registration Number:	3105304	BOXER
Registration Number:	1256427	
Registration Number:	3023426	DURAPEX
Registration Number:	3163865	MEDISOFT
Registration Number:	2097486	PGI
Registration Number:	3635048	PGI
Registration Number:	2051227	POLYBREATHE
Registration Number:	2089913	POLYSAFE
Registration Number:	2884766	SILKYTOUCH
Registration Number:	3498569	SPINLACE
Registration Number:	3673408	TUFF SHIELD
Registration Number:	3285271	ULTRALOFT

OP \$390.00 3053846

Registration Number:

3284658

ULTRAPLY

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 Street

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:

02/16/2011

Total Attachments: 7

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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 POLYMER GROUP, INC., a corporation formed under the laws of Delaware (the “Grantor”), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement 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 Credit Agreement, 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 Lenders 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.

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 releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

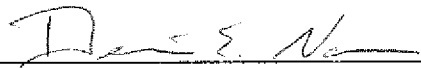
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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,

POLYMER GROUP, INC.

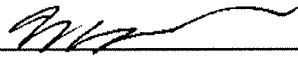
By: 
Name: Dennis E. Norman
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Polymer Group, Inc.)]

TRADEMARK
REEL: 004479 FRAME: 0651

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent and Grantee

By:  _____

Name:

Title: MICHAEL SMOLOW
Vice President

[Signature Page to Trademark Security Agreement (Polymer Group, Inc.)]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

See attached.

Owner: Polymer Group, Inc.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ALL DAY, EVERY DAY	0012/1 United States of America	Registered 24 Int.	78/489,762 27-Sep-2004	3,053,846 31-Jan-2006
	<i>Goods:</i> 24 Int. Bed blankets; blankets for outdoor use; blankets for use to protect automobile, trucks, or boats being serviced; blankets for use to protect furniture being shipped, moved, or stored; blankets for use by airline passengers; blankets for warming purposes for use by emergency rescue workers; blankets for use in hospitals or nursing homes; blankets for use in barber shops, beauty shops, and pet-grooming salons; blankets for use in hotels, motels, and housing shelters; and towels, in			
AQUAPEX	0020/ United States of America	Registered 24 Int.	78/593,414 23-Mar-2005	3,137,168 29-Aug-2006
	<i>Goods:</i> 24 Int. Nonwoven fabric for use in filters for pools and spas			
BOXER	0036/3 United States of America	Registered 03 Int.	78/976,994 07-Feb-2005	3,105,304 13-Jun-2006
	<i>Goods:</i> 03 Int. Wipes impregnated with chemicals or compounds for household use			
CHICOPEE Cross Hatch Design	0133/ United States of America	Registered 42 Int.	72/427,934 21-Jun-1972	1,256,427 01-Nov-1983
	<i>Goods:</i> 42 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			
DURAPEX	0166/ United States of America	Registered 00 Int.	78/474,195 26-Aug-2004	3,023,426 06-Dec-2005
	<i>Goods:</i> 00 Int. Nonwoven filter media			
MEDISOFT	0275/1 United States of America	Registered 24 Int.	78/567,803 15-Feb-2005	3,163,865 24-Oct-2006
	<i>Goods:</i> 24 Int. Spunbond fabrics for medical applications; spunbond fabrics for surgical gowns			
PGI	0326/ United States of America	Registered 21 Int., 24 Int.	75/161,970 06-Sep-1996	2,097,486 16-Sep-1997
	<i>Goods:</i> 21 Int. Cloths for wiping, polishing and dusting 24 Int. Nonwoven fabrics and cloths of synthetic polymers, such as polyolefins and polyesters, sold in sheet and roll form			
PGI [Stylized]	0327/ United States of America	Registered 21 Int.	77/609,754 07-Nov-2008	3,635,048 09-Jun-2009
	<i>Goods:</i> 21 Int. Cleaning cloths and wiping cloths.			
POLY BREATHE	0348/ United States of America	Registered 24 Int.	74/591,239 27-Oct-1994	2,051,227 08-Apr-1997
	<i>Goods:</i> 24 Int. Non-woven composite fabric made from polyolefins			
POLYSAFE	0361/ United States of America	Registered 24 Int.	75/035,137 19-Aug-1997	2,089,913 19-Aug-1997
	<i>Goods:</i> 24 Int. Textiles and textile goods, not included in other classes; bed and table covers.			

Owner: Polymer Group, Inc

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
SILKYTOUCH	0387/ United States of America	Registered 24 Int.	76/396,546 18-Apr-2002	2,884,766 14-Sep-2004
	<i>Goods:</i> 24 Int. Nonwoven fabrics and nonwoven laminate fabric constructs for use in disposable and semi-disposable applications by commercial customers; namely in the manufacture of disposable diapers, incontinence products and disposable feminine hygiene products			
SPINLACE	0398/2 United States of America	Registered 24 Int.	77/386,404 01-Feb-2008	3,498,569 09-Sep-2008
	<i>Goods:</i> 24 Int. Non-woven fabric containing synthetic fibers sold in bulk and roll form for use in the manufacture of products for a wide variety of industrial, medical and hygienic, and commercial applications.			
TUFF SHIELD	0454/ United States of America	Registered 24 Int.	77/053,748 30-Nov-2006	3,673,408 25-Aug-2009
	<i>Goods:</i> 24 Int. Cotton and cotton blend fabrics for use in the manufacture of flame resistant clothing			
ULTRALOFT	0456/1 United States of America	Registered 24 Int.	77/057891 06-Dec-2006	3,285,271 28-Aug-2007
	<i>Goods:</i> 24 Int. Nonwoven fabrics for use in the manufacture of filtration products			
ULTRAPLY	0457/ United States of America	Registered 24 Int.	77/038,803 07-Nov-2006	3284658 28-Aug-2007
	<i>Goods:</i> 24 Int. Nonwoven fabrics for use in the manufacture of filtration products			