

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
Duro Textiles, LLC		08/25/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	32 Avenue of the Americas
Internal Address:	17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3810595	782
Registration Number:	1889456	DURO
Registration Number:	3799373	DURO
Registration Number:	2789468	DUROSHIELD
Registration Number:	3739209	MARTRU
Registration Number:	3895203	REVEAL

CORRESPONDENCE DATA

Fax Number: (404)581-8330
 Phone: 4045818052
 Email: rcampbell@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Richard U. Campbell
 Address Line 1: 1420 Peachtree St. NE

900202429

**TRADEMARK
 REEL: 004625 FRAME: 0542**

CH \$165.00 3810595

Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	223194-615025
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	09/19/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated Aug 25, 2011, is made by Duro Textiles, LLC, a Delaware limited liability company (the "Grantor") in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Grantor has entered into a Credit Agreement dated as of October 18, 2002 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with PPAS, as Agent, and the lenders party thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, Grantor shall have executed that certain Security Agreement dated as of October 18, 2002 (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

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

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Schedule I hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(c) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any Action with respect to this Agreement may be brought

in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 3. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Agreement and agrees that any Action will be tried before a court and not before a jury.

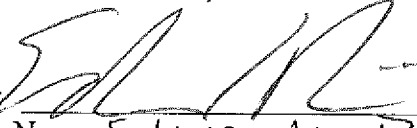
Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

DURO TEXTILES, LLC

By: 
Name: Edward W. Ricci, Jr.
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

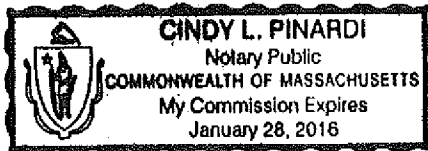
ACKNOWLEDGMENT OF GRANTOR

STATE OF MA)
COUNTY OF Bristol) ss.

On this 25 day of August, 2011 before me personally appeared C. Pinaridi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DURO TEXTILES, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Cindy L. Pinaridi
Notary Public

Cindy L. Pinaridi 1/28/16
8/25/11



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

A. REGISTERED TRADEMARKS

TITLE	REGISTRATION NO.	JURISDICTION	STATUS/INFO
782	3810595	US	Registered 6/29/10
DURO	1889456	US	Registered 4/11/95
	3799373	US	Registered 6/8/10
DUROSHIELD	2789468	US	Registered 12/2/03
MARTRU	3739209	US	Registered 1/19/10
REVEAL	3895203	US	Registered 12/21/10

B. TRADEMARK APPLICATIONS

TITLE	APPLICATION NO.	JURISDICTION	STATUS/INFO
DURO	1457137	CANADA	Application Date 10/28/09