

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DURAFIBER TECHNOLOGIES (DFT) INC.		12/21/2015	CORPORATION: DELAWARE
DURAFIBER TECHNOLOGIES (DFT) OPERATIONS, LLC		12/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
DSE HOLDING CORP.		12/21/2015	CORPORATION: DELAWARE
DURAFIBER TECHNOLOGIES (DFT) SCOTTSBORO, INC.		12/21/2015	CORPORATION: DELAWARE
DURAFIBER TECHNOLOGIES WINFIELD, INC.		12/21/2015	CORPORATION: DELAWARE
DFT DURAFIBER TECHNOLOGIES HOLDINGS, INC.		12/21/2015	CORPORATION: DELAWARE
DURAFIBER TECHNOLOGIES (DFT) GROUP, INC.		12/21/2015	CORPORATION: DELAWARE
INA FIBERS HOLDINGS, LLC		12/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
DURAFIBER TECHNOLOGIES (DFT) ENTERPRISES, INC.		12/21/2015	CORPORATION: DELAWARE
DURAFIBER TECHNOLOGIES (DFT) HOLDINGS II, LLC		12/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS AGENT		
Street Address:	450 SOUTH ORANGE AVENUE, FLOOR 10		
Internal Address:	MAIL CODE FL4-9504		
City:	ORLANDO		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	Banking Institution: UNITED STATES		
PROPERTY NUMBERS Total: 3			
TRADEMARK			

CH \$90.00 3059642

Property Type	Number	Word Mark
Registration Number:	3059642	LOWIK
Registration Number:	2919780	SEAGARD
Serial Number:	86554778	DFT DURAFIBER TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 6785532693

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

Phone: 678-553-2692

Email: haysj@gtlaw.com

Correspondent Name: Jennifer Hays

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 103274.024800

NAME OF SUBMITTER: Jennifer Hays

SIGNATURE: /jennifer hays/

DATE SIGNED: 12/22/2015

Total Attachments: 8

source=05. Trademark Security Agreement#page1.tif

source=05. Trademark Security Agreement#page2.tif

source=05. Trademark Security Agreement#page3.tif

source=05. Trademark Security Agreement#page4.tif

source=05. Trademark Security Agreement#page5.tif

source=05. Trademark Security Agreement#page6.tif

source=05. Trademark Security Agreement#page7.tif

source=05. Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is entered into as of December 21, 2015, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Administrative Agent") under the Credit Agreement referred to below.

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among DURAFIBER TECHNOLOGIES (DFT), INC., a Delaware corporation ("DFT"), DURAFIBER TECHNOLOGIES (DFT) OPERATIONS, LLC., a Delaware limited liability company ("DFT Operations"; DFT and DFT Operations are collectively the "Borrowers"), DFT DURAFIBER TECHNOLOGIES HOLDINGS, INC., a Delaware corporation (in its capacity as a guarantor, "Holdings"), DSE HOLDING CORP., a Delaware corporation ("DSE"), DURAFIBER TECHNOLOGIES (DFT) SCOTTSBORO, INC., a Delaware corporation ("Scottsboro"), DURAFIBER TECHNOLOGIES (DFT) WINFIELD, INC., a Delaware corporation ("Winfield"), DURAFIBER TECHNOLOGIES (DFT) ENTERPRISES, INC., a Delaware corporation ("Enterprises"), DURAFIBER TECHNOLOGIES (DFT) GROUP, INC., a Delaware corporation ("Group"), INA FIBERS HOLDING, LLC, a Delaware limited liability company ("INA") and DURAFIBER TECHNOLOGIES (DFT) HOLDINGS II, LLC, a Delaware limited liability company ("Holdings II"), (Holdings, DSE, Scottsboro, Winfield, Enterprises, Group, INA and Holdings II are collectively the "Guarantors"), the lenders party thereto (the "Lenders"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Administrative Agent that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Each Grantor does hereby grant to Administrative Agent a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

d) all products and proceeds of any of the foregoing.

3. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 8.14 thereof.

4. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Trademark Collateral, and shall benefit Administrative Agent and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this


Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

[Signature Pages Follow]

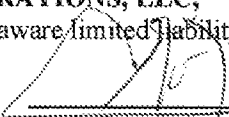
IN WITNESS WHEREOF, Grantors and Administrative Agent have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

GRANTORS:

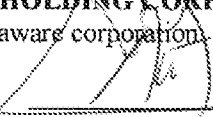
DURAFIBER TECHNOLOGIES (DFT), INC.,
a Delaware corporation

By: 
Name: Erwin Bette
Title: Chief Financial Officer

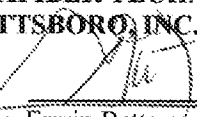
**DURAFIBER TECHNOLOGIES (DFT)
OPERATIONS, LLC,**
a Delaware limited liability company

By: 
Name: Erwin Bette
Title: Chief Financial Officer


DSE HOLDING CORP.,
a Delaware corporation

By: 
Name: Erwin Bette
Title: Chief Financial Officer

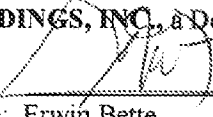
**DURAFIBER TECHNOLOGIES (DFT)
SCOTTSBORO, INC.,** a Delaware corporation

By: 
Name: Erwin Bette
Title: Chief Financial Officer

**DURAFIBER TECHNOLOGIES (DFT)
WINFIELD, INC.,** a Delaware corporation

By: 
Name: Erwin Bette
Title: Chief Financial Officer


**DFT DURAFIBER TECHNOLOGIES
HOLDINGS, INC.,** a Delaware corporation

By: 
Name: Erwin Bette
Title: Chief Financial Officer

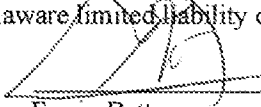
[DURAFIBER TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005695 FRAME: 0196


**DURAFIBER TECHNOLOGIES (DFT)
GROUP, INC.**, a Delaware corporation

By: 
Name: Erwin Bette
Title: Chief Financial Officer

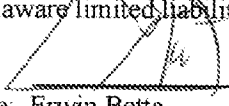
INA FIBERS HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Erwin Bette
Title: Chief Financial Officer

**DURAFIBER TECHNOLOGIES (DFT)
ENTERPRISES, INC.**, a Delaware corporation

By: 
Name: Erwin Bette
Title: Chief Financial Officer

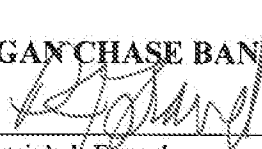
**DURAFIBER TECHNOLOGIES (DFT)
HOLDINGS, LLC,**
a Delaware limited liability company

By: 
Name: Erwin Bette
Title: Chief Financial Officer

[DURAFIBER TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Patrick J. Fravel

Title: Authorized Officer

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Name of Grantor	Trademark	Registration Number
DuraFiber Technologies (DFT) Operations, LLC	LOWIK	US – Reg. No. 3,059,642
DuraFiber Technologies (DFT), Inc.	SEAGARD	US – Reg. No. 2,919,780
DuraFiber Technologies (DFT), Inc.	SEAGARD	Malaysia – Reg. No. 04013997
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Malaysia – Reg. No. 04013996
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Singapore – Reg. No. T0414622E
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Singapore – Reg. No. T0414623C
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Thailand – Reg. No. 565568
DuraFiber Technologies (DFT), Inc. (f/k/a Performance Fibers, Inc.)	SEAGARD	Thailand – Reg. No. 565567
DuraFiber Technologies (DFT), Inc. (Performance Fibers, Inc.)	DFT DURAFIBER TECHNOLOGIES	CTM – No. 13894639
DuraFiber Technologies (DFT), Inc. (Performance Fibers, Inc.)	DFT DURAFIBER TECHNOLOGIES	Germany –No. 3020150336955
DuraFiber Technologies (DFT), Inc. (Performance Fibers, Inc.)	SEAGARD	CTM – No. 4001731

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
DuraFiber Technologies (DFT), Inc.	DFT DURAFIBER TECHNOLOGIES	March 5, 2015	US – App. No. 86/554,778
DuraFiber Technologies (DFT), Inc. (Performance Fibers, Inc.)	DFT DURAFIBER TECHNOLOGIES		France – App. No. 154175758

Schedule 1 to Trademark Security Agreement

ATL 20935365v6