

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
Consoltex Inc.		04/21/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Wells Fargo Financial Corporation Canada, as Collateral Agent
Street Address:	55 Standish Court, Suite 400
City:	Mississauga Ontario
State/Country:	CANADA
Postal Code:	L5R 4J4
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1582613	CONSOLTEX
Registration Number:	2716357	CONSOLTEX
Registration Number:	1665087	CONSOLTEX AU FIL DE LA QUALITE THE QUALITY IS WOVEN RIGHT IN
Registration Number:	2534174	
Serial Number:	78563129	CRYON
Registration Number:	1683003	DERMOFLEX
Serial Number:	76575136	DRYON
Serial Number:	78634335	EARTHWHILE
Serial Number:	76570195	EVERLASTING
Registration Number:	1447580	FUTURA
Registration Number:	2073003	HYDROFLEX
Serial Number:	78754712	MATERIAL SOLUTIONS BY DESIGN
Serial Number:	78568378	RELYON

OP \$515.00 1582613

Serial Number:	78563098	REZILLION
Serial Number:	78613279	S2 TECHNOLOGIES
Registration Number:	2982549	S3 TECHNOLOGIES
Serial Number:	78416883	SEATEX
Registration Number:	2932202	THE TECHNOLOGY IS WOVEN RIGHT IN
Registration Number:	1905678	TIDAL WAVE
Registration Number:	2545604	VOILE MAGIQUE

CORRESPONDENCE DATA

Fax Number: (312)863-7496
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637194
Email: sonya.szot@goldbergkohn.com
Correspondent Name: Sonya Szot
Address Line 1: 55 E. Monroe Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.117

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Sonya Szot

Signature: /Sonya Szot/

Date: 06/13/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of April, 2006, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FINANCIAL CORPORATION CANADA, in its capacity as collateral agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, Agent, the lenders party thereto as "Lenders" ("Lenders") and Consoltex Holdings Luxembourg S.à.R.L., the Lender Group is willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to Agent, for the benefit of Lender Group, that certain General Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, 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, 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 and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks, trademark registrations, trademark applications or any renewal or extension of the foregoing. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

CONSOLTEX INC., as Grantor

By: *Alex Di Palma*
Name: ALEX DI PALMA
Title: TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO FINANCIAL CORPORATION
CANADA, as Agent**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

CONSOLTEX INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO FINANCIAL CORPORATION
CANADA, as Agent**

By: _____
Name: NICK SCARFO
Title: VICE PRESIDENT

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trade-Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
CONSOLTEX & Design)	73,763,061	November 10, 1988	1,582,613	February 13, 1990	February 13, 2010
Consoltex (USA)	76,248,809	May 2, 2001	2,716,357	May 13, 2003	May 13, 2008
CONSOLTEX AU FIL DE LA QUALITE THE QUALITY IS WOVEN RIGHT IN	74,112,304	November 5, 1990	1,665,087	November 19, 1991	November 19, 2011
Consoltex logo	76,232,262	March 28, 2001	2,534,174	January 29, 2002	January 29, 2012
CRYON	78/563,129	February 8, 2005			
DERMOFLEX	74,153,442	April 2, 1991	1,683,003	April 14, 1992	April 14, 2012
DRYON	76/575,136	February 11, 2004			
EARTHWHILE	78/634,335	May 20, 2005			
EVERLASTING	76/570,195	January 15, 2004			
FUTURA	73,611,153	July 24, 1986	1,447,580	July 14, 1987	July 14, 2007
HYDROFLEX	74,636,182	February 21, 1995	2,073,003	June 24, 1997	June 24, 2007
MATERIAL SOLUTIONS BY DESIGN	78/754712	November 15, 2005			
RELYON	78/568,378	February 16, 2005			
REZILLION	78/563,098	February 8, 2005			
S2 TECHNOLOGIES	78/613,279	April 20, 2005			
S3 TECHNOLOGIES	76/379,975	March 7, 2002	2,982,549	August 9, 2005	August 9, 2015
SEATEX	78/416,883	May 11, 2004	--	--	--
THE TECHNOLOGY IS WOVEN RIGHT IN	76,167,915	November 17, 2000	2,932,202	March 15, 2005	March 15, 2015
TIDAL WAVE	74,470,272	December 16, 1993	1,905,678	July 18, 1995	July 18, 2005
VOILE MAGIQUE	75,601,994	December 7, 1998	2,545,604	March 12, 2002	March 12, 2012