

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
Performance Fibers Operations, Inc.		05/08/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Performance Fibers Holdings Finance, Inc.		
Street Address:	5200 Town Center Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78172408	FORCE	
Serial Number:	78245481	FORCE POLYESTER FIBER FOR OCCUPANT RESTRAINTS WITH CONTROLLED ELONGATION	
Serial Number:	78468696	LOWIK	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	063264-0029		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

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Signature:	/Catherine R. Howell/
Date:	05/11/2009
Total Attachments: 5 source=performsec112009#page1.tif source=performsec112009#page2.tif source=performsec112009#page3.tif source=performsec112009#page4.tif source=performsec112009#page5.tif	

EXECUTION VERSION

**AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 8, 2009, is made by PERFORMANCE FIBERS OPERATIONS, INC., a Delaware corporation (the "Borrower"), in favor of PERFORMANCE FIBERS HOLDINGS FINANCE, INC., as lender ("Lender"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the parties hereto have executed that certain Amended and Restated Subordinated Secured Promissory Note, dated as of April 8, 2008, as amended and restated as of the Restatement Date (used herein as defined therein) (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note");

WHEREAS pursuant to the Note, the Lender has agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Note, the Borrower has executed and delivered a Security Agreement, dated as of April 8, 2008, as amended and restated as of the Restatement Date, in favor of the Lender (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all personal property, including the Trademarks (as defined below); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make loans and other financial accommodations to the Borrower pursuant to the Note, the Borrower agrees, for the benefit of the Lender as follows:

SECTION 1. Definitions. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

“Trademarks” shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in Schedule A (as such schedule may be amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

SECTION 2. Grant of Security Interest. The Borrower hereby reaffirms, pledges and grants a continuing security interest in, and a right of setoff against, and effective upon a demand for payment made by the Lender under the Note, assigns, transfers and conveys, and reaffirms its prior assignment of, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Lender to secure payment, performance and observance of the Obligations (as defined in the Security Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted and reaffirmed hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law, Entire Agreement, etc. **THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS**

OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS, THE SECURITY AGREEMENT AND THE NOTE CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Effect of Amendment and Restatement.

(a) This Agreement is not in any way intended to constitute a novation of the obligations and liabilities existing under the existing Note or the existing Agreement or evidence payment of all or any portion of such obligations and liabilities.

(b) The terms and conditions of this Agreement and the Lender's rights and remedies under this Agreement and the other Security Agreements shall apply to all of the obligations incurred under the Note.

(c) On and after the Restatement Date, (i) all references to the Note and this Agreement in the Note and the other Security Agreements shall be deemed to refer to the Note and this Agreement, in each case, as amended and restated hereby, (ii) all references to any section (or subsection) of the Note or this Agreement in any other Security Agreements shall be amended to become, *mutatis mutandis*, references to the corresponding provisions of this Agreement and (iii) except as the context otherwise provides, on or after date hereof, all references to this Agreement herein (including for purposes of indemnification and reimbursement of fees) shall be deemed to be references to the Note and this Agreement as amended and restated on the Restatement Date.

(d) This amendment and restatement is limited as written and is not a consent to any other amendment, restatement or waiver or other modification, whether or not similar and, except as expressly provided herein, in the Note or in any other Security Agreement, all terms and conditions of the Note and the Security Agreements remain in full force and effect unless otherwise specifically amended hereby, by the Note or by any other Security Agreement.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender hereunder and thereunder are subject to the provisions of the Intercreditor Agreement (such term as used herein is used as defined in the Note). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Agreement to a "second priority lien" or words of similar effect in describing the security interests created hereunder shall be understood to refer to such priority subject to the claims of the Senior Secured Parties (as defined in the Intercreditor Agreement).


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PERFORMANCE FIBERS OPERATIONS, INC.,
as Borrower

By: 
Name: Sandi Galac
Title: Vice President & Treasurer

PERFORMANCE FIBERS HOLDINGS FINANCE, INC.,
as Lender

By: 
Name: Sandi Galac
Title: Vice President & Treasurer

[Signature Page to Amended and Restated Grant of Security Interests in Trademark Rights]

SCHEDULE A

Trademark Registrations and Applications

Jurisdiction	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Deadline Date
European Community	LOWIK	Registered	003993177	23-Aug-2004	003993177	03-Apr-2006	23-Aug-2014 (Renewal)
United States of America	FORCE	Registered	78172408	09-Oct-2002	2805891	13-Jan-2004	13-Jan-2009 (Affidavit of Use)
United States of America	FORCE POLYESTER FIBER FOR OCCUPANT RESTRAINTS WITH CONTROLLED ELONGATION (Stylized)	Registered	78245481	05-May-2003	2921634	25-Jan-2005	25-Jan-2010 (Affidavit of Use)
United States of America	LOWIK	Registered	78468696	17-Aug-2004	3059642	14-Feb-2006	14-Feb-2011 (Affidavit of Use)

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