

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:	WELLS FARGO FOOTHILL, INC., as Administrative Agent		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2805891	FORCE	
Registration Number:	2921634	FORCE POLYESTER FIBER FOR OCCUPANT RESTRAINTS WITH CONTROLLED ELONGATION	
Registration Number:	3059642	LOWIK	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.176		

OP \$90.00 2805891

900134230

TRADEMARK
REEL: 003988 FRAME: 0758

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/18/2009
Total Attachments: 7 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of May, 2009, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Performance Fibers, Inc., a Delaware corporation ("Performance Fibers"), DSE Holding Corp., a Delaware corporation ("DSE"), Performance Fibers Scottsboro, Inc., a Delaware corporation ("PF Scottsboro"), Performance Fibers Winfield, Inc., a Delaware corporation ("PF Winfield"), Performance Fibers Operations, Inc., a Delaware corporation ("PF Operations" and, collectively with Performance Fibers, DSE, PF Scottsboro and PF Winfield, each a "Borrower" and collectively the "Borrowers"), Performance Fibers Holdings, Inc., a Delaware corporation ("PF Holdings"), INA Fibers Holding Corp., a Delaware corporation ("INA") (PF Holdings and INA sign solely for purposes of Sections 5 and 6 thereof), the lenders party thereto as "Lenders" ("Lenders"), and Wells Fargo Foothill, Inc., as a lender and as arranger and administrative agent for the Lenders, the Lender Group is willing to continue to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and INA shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Supplement No. 2 to Security Agreement of even date herewith, which joins Grantor and INA to that certain Security Agreement dated as of October 5, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") among the Grantors party thereto and Administrative Agent;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lender Group and the Bank Product Provider, 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 Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, 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 (other than Excluded Property)(collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property 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 Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, the Administrative Agent shall, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

6. 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.

PERFORMANCE FIBERS OPERATIONS, INC.

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

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO FOOTHILL, INC., as
Administrative 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.

PERFORMANCE FIBERS OPERATIONS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO FOOTHILL, INC., as
Administrative Agent**

By:  _____
Name: GARY FORLENZA
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached.

Schedule I to Trademark Security Agreement

Performance Fibers Operations, Inc. – US and European Community Trademarks

Jurisdiction	Trademark	Status	App. No.	Granting Date	Reg. No.	Reg. Date	Next Expiring 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)