

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XERIUM TECHNOLOGIES, INC.		05/26/2011	CORPORATION:
HUYCK LICENSCO INC.		05/26/2011	CORPORATION:
STOWE WOODWARD LLC		05/26/2011	LIMITED LIABILITY COMPANY:
STOWE WOODWARD LICENSCO LLC		05/26/2011	LIMITED LIABILITY COMPANY:
WEAVEXX LLC		05/26/2011	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	CITICORP NORTH AMERICA, INC., AS COLLATERAL AGENT
Street Address:	388 Greenwich Street,
Internal Address:	34th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2477132	AQUA WELL
Registration Number:	0642560	BLACK DIAMOND
Registration Number:	1054875	COMPUT-A-COVER
Registration Number:	3299187	COVERFLEX
Registration Number:	3104609	
Registration Number:	3399882	EC1000
Registration Number:	2698740	ECLIPSE
Registration Number:	2565437	FLOMAXX

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 REEL: 004554 FRAME: 0009

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Registration Number:	3497074	FLYBOW
Registration Number:	3477267	GEMINI
Registration Number:	1213807	HUYCK
Registration Number:	1213808	HUYCK
Registration Number:	2598499	HUYPERPUNCH
Registration Number:	2443119	HUYTEXX
Registration Number:	0751635	MICROMATE
Registration Number:	0510918	MOUNT HOPE
Registration Number:	3326363	MSEC
Registration Number:	2526224	NIPPROFILER
Registration Number:	3403386	ONETRAC
Registration Number:	1456160	POLYLAST
Registration Number:	3248423	POLYTRAC
Registration Number:	0642545	PRESTOW
Registration Number:	1676568	PULPMaster
Registration Number:	3473078	QUANTUM
Registration Number:	3399881	R2
Registration Number:	3399879	REELTIGHT
Registration Number:	2600318	SEAMEXX
Registration Number:	2686915	SMART
Registration Number:	3118491	STABILIZER
Registration Number:	3399558	STARGATE
Registration Number:	3190182	STO-TRAC
Registration Number:	0789000	STOWE-WOODWARD
Registration Number:	2441916	SUPERSIZE XL
Registration Number:	3238252	TITAN
Registration Number:	1309063	ULTRACOIL
Registration Number:	3568440	ULTRELEASE
Registration Number:	2961976	WEAVEXX
Registration Number:	3399880	WIRESAVER
Registration Number:	2896000	XERIUM
Registration Number:	2517805	XL2000
Registration Number:	1138222	AIRLIFT
Registration Number:	2493155	BLUE MAXX
Registration Number:	2441915	STOMATE

77865893

EDC

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-375-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o of Weil et al

Address Line 1: 767 Fifth Ave

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

35899.0500/KWATSON/REL/VR

NAME OF SUBMITTER:

Vindra Richter

Signature:

/vindra richter/

Date:

06/03/2011

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Applications and Trademark Licenses)

WHEREAS, (i) Weavexx, LLC, a Delaware limited liability company (“**Weavexx**”), (ii) Huyck Licensco Inc., a Delaware corporation (“**Huyck**”), (iii) Stowe Woodward LLC, a Delaware limited liability company (“**Stowe**”), (iv) Stowe Woodward Licensco LLC (“**SW Licensco**”), a Delaware limited liability company, and (v) Xerium Technologies, Inc., a Delaware corporation (“**Xerium**”; and together with Weavexx, Huyck, Stowe and SW Licensco, each, a “**Lien Grantor**”) each located at 8537 Six Forks Road, Suite 300, Raleigh, North Carolina 27615, and such Lien Grantors, as applicable, own, or in the case of licenses, are parties to, the Trademark Collateral (as defined below);

WHEREAS, Xerium, Xerium Technologies Limited (“**Euro Borrower**,” and together with Xerium, the “**Borrowers**”), certain subsidiaries of the Borrowers parties thereto, as Guarantors, the Banks from time to time parties thereto, Citibank, N.A., as Administrative Agent (together with its permitted successors, in such capacity, the “**Administrative Agent**”), and Citicorp North America, Inc., as Collateral Agent (together with its permitted successors, in such capacity, the “**Collateral Agent**”), among others, are parties to that certain Credit and Guaranty Agreement, dated as of May 26, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; defined terms used herein but not otherwise defined shall have the meaning ascribed in the Credit Agreement), whereby the Banks have agreed to provide for revolving credit and term loan facilities on the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement dated as of May 26, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Lien Grantors and the other parties named therein as Grantors and Citicorp North America, Inc., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Credit Documents (including this Trademark Security Agreement), each Lien Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in and to the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), to secure the Secured Obligations, a continuing security interest in and to all of such Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by each Lien Grantor, including, without limitation, each Trademark referred to in Schedule 1 hereto;

(ii) each Trademark License (as defined in the Security Agreement) to which each Lien Grantor is a party; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by each Lien Grantor against third parties for past, present or future infringement of any Trademark owned by each Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto).

Notwithstanding the foregoing, the Trademark Collateral shall not include and no Grantor shall be deemed to have granted a security interest in any applications to register Trademarks in the U.S. Patent and Trademark Office based on a Lien Grantor's "intent to use" such Trademark unless and until a Statement of Use or Amendment to Allege Use is filed therein, at which point such Trademark application shall be considered automatically included in the Trademark Collateral.

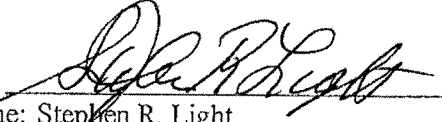
Each Lien Grantor hereby irrevocably appoints the Grantee as its true and lawful attorney, with full power of substitution, in the name of each Lien Grantor, the Grantee, the Secured Parties or otherwise, for the use and benefit of the Secured Parties, but at the Borrowers' expense, to the extent permitted by law to exercise, upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement and the Security Agreement, all or any of the powers with respect to all or any of the Trademark Collateral as set forth in the Credit Documents, including without limitation, the remedies set forth in Section 7 of the Security Agreement.

Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ of May, 2011.

XERIUM TECHNOLOGIES, INC.

By: 
Name: Stephen R. Light
Title: President and Chief Executive Officer

**HUYCK LICENSCO INC.
STOWE WOODWARD LLC
STOWE WOODWARD LICENSCO LLC
WEAVEXX, LLC**


By: _____
Name: Theodore D. Orban
Title: Secretary and Treasurer

IN WITNESS WHEREOF, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ of May, 2011.

XERIUM TECHNOLOGIES, INC.

By: _____
Name: Stephen R. Light
Title: President and Chief Executive Officer

**HUYCK LICENSCO INC.
STOWE WOODWARD LLC
STOWE WOODWARD LICENSCO LLC
WEAVEXX, LLC**

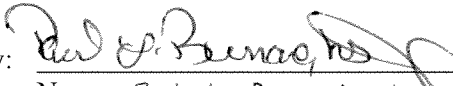
By:  _____
Name: Theodore D. Orban
Title: Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 004554 FRAME: 0015**

Acknowledged:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 
Name: Paul L. Burroughs Jr.
Title: Vice President

Paul L. Burroughs, Jr.
Managing Director
Global Industrials Group
388 Greenwich Street
New York, NY 10013
212-816-5053

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004554 FRAME: 0016

Schedule 1

Trademark Collateral

See attached.

Schedule 1
Trademark Security Agreement

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Owner/ Registrant
US	AQUA WELL	Registered	75692781	28-APR-1999	2477132	14-AUG-2001	Stowe Woodward LLC
US	BLACK DIAMOND	Renewed	72012988	27-JUL-1956	0642560	12-MAR-1957	Stowe Woodward Licensco, Inc.
US	COMPUT-A-COVER	Renewed	73086464	07-MAY-1976	1054875	21-DEC-1976	Stowe Woodward Licensco, Inc.
US	COVERFLEX	Registered	78660699	29-JUN-2005	3299187	25-SEP-2007	Stowe Woodward LLC
US	Design Only	Registered	78207746	28-JAN-2003	3104609	13-JUN-2006	Xerium Technologies, Inc.
US	EC1000	Registered	78832484	08-MAR-2006	3399882	18-MAR-2008	Stowe Woodward LLC
US	ECLIPSE	Registered	78045394	29-JAN-2001	2698740	18-MAR-2003	Stowe Woodward LLC

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Owner/ Registrant
US	EDC	Pending	77865893	05-NOV-2009			Weavexx, LLC
US	FLOMAXX	Registered	78078450	09-AUG-2001	2565437	30-APR-2002	Weavexx, LLC
US	FLYBOW	Registered	78690640	11-AUG-2005	3497074	02-SEP-2008	Stowe Woodward LLC
US	GEMINI	Registered	77054366	30-NOV-2006	3477267	29-JUL-2008	Stowe Woodward LLC
US	HUYCK	Renewed	73285225	10-NOV-1980	1213807	26-OCT-1982	Huyck Licensco, Inc..
US	HUYCK	Renewed	73286326	17-NOV-1980	1213808	26-OCT-1982	Huyck Licensco, Inc.
US	HUYPERPUNCH	Registered	75756096	20-JUL-1999	2598499	23-JUL-2002	Weavexx, LLC
US	HUYTEXX	Renewed	75551203	11-SEP-1998	2443119	10-APR-2001	Weavexx, LLC

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Owner/ Registrant
US	MICROMATE	Renewed	72153908	25-SEP-1962	0751635	25-JUN-1963	Stowe Woodward Licensco, Inc.
US	MOUNT HOPE	Renewed	71539892	01-NOV-1947	0510918	14-JUN-1949	Stowe Woodward Licensco Inc. :
US	MSEC	Registered	78660708	29-JUN-2005	3326363	30-OCT-2007	Stowe Woodward Company LLC
US	NIPROFILER	Registered Suppl. Register	75692783	28-APR-1999	2526224	01-JAN-2002	Stowe Woodward LLC
US	ONETRAC	Registered	78847190	27-MAR-2006	3403386	25-MAR-2008	Stowe Woodward LLC
US	POLYLAST	Renewed	73641614	28-JAN-1987	1456160	08-SEP-1987	Stowe Woodward Licensco, Inc.
US	POLYTRAC	Registered	78660705	29-JUN-2005	3248423	29-MAY-2007	Stowe Woodward Company LLC
US	PRESTOW	Renewed	72011631	05-JUL-1956	0642545	12-MAR-1957	Stowe Woodward Licensco, Inc.

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Owner/ Registrant
US	PULPMASTER	Renewed	74132296	22-JAN-1991	1676568	25-FEB-1992	Huyck Licensco, Inc.
US	QUANTUM	Registered	77113677	22-FEB-2007	3473078	22-JUL-2008	Stowe Woodward LLC
US	R2	Registered	78832477	08-MAR-2006	3399881	18-MAR-2008	Stowe Woodward LLC
US	REELTIGHT	Registered	78832465	08-MAR-2006	3399879	18-MAR-2008	Stowe Woodward LLC
US	SEAMEXX	Registered	76119305	30-AUG-2000	2600318	30-JUL-2002	Weavexx, LLC
US	SMART	Registered	75740751	30-JUN-1999	2686915	11-FEB-2003	Stowe Woodward LLC
US	STABILIZER	Registered Supplemental Register	78488411	23-SEP-2004	3118491	18-JUL-2006	Stowe Woodward, LLC
US	STARGATE	Registered	78660695	29-JUN-2005	3399558	18-MAR-2008	Stowe Woodward Company LLC

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Owner/ Registrant
US	STO-TRAC	Registered	78692735	15-AUG-2005	3190182	26-DEC-2006	Stowe Woodward LLC
US	STOWE-WOODWARD	Renewed	72185451	27-JAN-1964	0789000	04-MAY-1965	Stowe Woodward Licensco, Inc.
US	SUPERSIZE XL	Registered	75692789	28-APR-1999	2441916	10-APR-2001	Stowe Woodward LLC
US	TITAN	Registered	78660704	29-JUN-2005	3238252	01-MAY-2007	Stowe Woodward Company LLC
US	ULTRACOIL	Renewed	73417753	18-MAR-1983	1309063	11-DEC-1984	Huyck Licensco, Inc.
US	ULTRELEASE	Registered	77330100	15-NOV-2007	3568440	27-JAN-2009	Stowe Woodward, LLC
US	WEAVEXX	Registered	78227852	20-MAR-2003	2961976	14-JUN-2005	Weavexx, LLC
US	WIRESAVER	Registered	78832475	08-MAR-2006	3399880	18-MAR-2008	Stowe Woodward LLC

Country	Trademark	Status	Application No.	Application Date	Registration No.	Registration Date	Owner/ Registrant
US	XERIUM	Registered Section 44(D)	76006321	21-MAR-2000	2896000	19-OCT-2004	Xerium Technologies, Inc.
US	XL2000	Registered	75504822	18-JUN-1998	2517805	11-DEC-2001	Stowe Woodward LLC

US	AIRLIFT	Renewed	73193319	15-NOV-1978	1138222	29-JUL-1980	STOWE WOODWARD LICENSCO, INC.
US	BLUE MAXX	Registered	75656879	09-MAR-1999	2493155	25-SEP-2001	Weavexx LLC
US	STOMATE	Registered	75692750	28-APR-1999	2441915	10-APR-2001	Stowe Woodward LLC .