

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Nonwovens Corp.		08/08/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC Bank USA		
Street Address:	425 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	0645230	DYNAMO	
Registration Number:	0139710	FAB	
Registration Number:	4309156	FAB	
Registration Number:	0736986	FINAL TOUCH	
Registration Number:	1582173	FINAL TOUCH	
Registration Number:	4441481	FRESH EXPRESSIONS	
Registration Number:	1072080	FRESH START	
Registration Number:	4441503	PROPAX	
Registration Number:	2505418	RAIN FOREST	
Registration Number:	2887472	SPRING MAGIC	
Registration Number:	4960495	SUN SHOWER FRESH	
Registration Number:	3177848	SUNRISE FRESH	
Registration Number:	3985297	TAHITIAN SUMMER SPLASH	
Registration Number:	3985298	TOQUE DE VERANO TAHITIANO	
Registration Number:	2646593	WATERFALL FRESH	
CORRESPONDENCE DATA			
Fax Number:	2129728798		
<i>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.</i>			

CH \$390.00 0645230

Phone: 212-973-8122
Email: trademarks@schnader.com
Correspondent Name: W. Drew Kastner
Address Line 1: 1600 Market Street, Suite 3600
Address Line 2: Schnader Harrison Segal & Lewis LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: Kimberly Bittinger

SIGNATURE: /Kimberly Bittinger/

DATE SIGNED: 08/12/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 8, 2016, is made by U.S. NONWOVENS CORP., a New York corporation ("Grantor"), in favor of HSBC BANK USA, NATIONAL ASSOCIATION ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 29, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and between Grantor, and Lender, the Lender has agreed to make loans and other extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Lender has required, as a condition, among others, to the making of any such extensions of credit, that Grantor grant to Lender a security interest in all of the Trademark Collateral (as such term is defined below) and execute and deliver this Agreement to Lender;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to make its extensions of credit to Grantor under the Loan Agreement, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used above and elsewhere in this Trademark Security Agreement but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement. For purposes of this Agreement, the following terms have the following meanings:

"Trademark License Rights" means any and all past, present or future rights and interests of the Grantor pursuant to the licensing agreements described on Schedule 1 hereto in favor of the Grantor, or to which the Grantor is a party, pertaining to any trademark owned or used by third parties in the past, present or future, together with the goodwill of the business associated therewith and including the right (but not the obligation) in the name of the Grantor to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

"Trademarks" means all of the trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or services identifiers, used or associated with or appurtenant to the products, services and business of the Grantor, together with the goodwill of the business associated therewith, that are set forth on Schedule 1 hereto.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment, performance and observance

when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark License Rights identified in Schedule 1 hereto providing for the grant by or to such Grantor of any right under any such Trademark or intellectual property license;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business symbolized by each such Trademark or Trademark License Right; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing Trademark Collateral, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof and any revenue due from the Trademark License Rights. Notwithstanding the foregoing, in no event shall Trademarks include any application for registration of a Trademark filed with the United States Patent and Trademark Office (the "USPTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the USPTO.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral and the Trademark License Rights made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantor acknowledges and agrees that Lender has the right to record this Agreement with the USPTO with respect to the Trademark Collateral identified in Schedule 1.

Section 4. Grantor Remains Responsible. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains fully and completely responsible for the prosecution, maintenance, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark License Rights subject to a security interest hereunder, subject to the terms and conditions of the Loan Agreement. If there is a conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

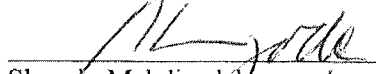
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

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D/P

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.

U.S. NONWOVENS CORP., a New York corporation, as Grantor


By: 
Name: Sheryn Mehdizadeh
Title: CEO 8/8/16

Trademark Security Agreement

52

ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

**HSBC BANK USA, NATIONAL
ASSOCIATION, as Lender**

By: 
Name: Cristina Givelechian
Title: Senior Vice President
CG

Trademark Security Agreement

**TRADEMARK
REEL: 005855 FRAME: 0955**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Dynamo	645,230	May 7, 1957
Fab	139,710	February 15, 1921
Fab	4,309,156	March 26, 2013
Final Touch	736,986	September 4, 1962
Final Touch	1,582,173	February 13, 1990
Fresh Expressions	4,441,481	November 26, 2013
Fresh Start	1,072,080	August 30, 1977
ProPax	4,441,503	November 26, 2013
Rain Forest	2,505,418	November 6, 2001
Spring Magic	2,887,472	September 21, 2004
Sun Shower Fresh	4,960,495	May 17, 2016
Sunrise Fresh	3,177,848	November 28, 2006
Tahitian Summer Splash	3,985,297	June 28, 2011
Toque De Verano Tahitiano	3,985,298	June 28, 2011
Waterfall Fresh	2,646,593	November 5, 2002

2. TRADEMARK LICENSE RIGHTS

License Agreement, dated August 24, 2005, between Grantor as assignee of Phoenix Brands Canada Laundry LLC and Colgate-Palmolive Company and Colgate-Palmolive Canada Inc. for the Ajax mark