

**EXHIBIT A**

**LICENSE ASSIGNMENT ACKNOWLEDGMENT AGREEMENT**

THIS LICENSE ASSIGNMENT ACKNOWLEDGMENT AGREEMENT ("Acknowledgment Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009, by and among Propex, Inc., a Delaware corporation, with offices at 6025 Lee Highway, Suite 245, Chattanooga, TN 37421 ("Assignor"), [Xerxes Operating Company, LLC ("XOC"), a Delaware limited liability company with offices at c/o Wayzata Investment Partners, 701 East Lake Street, Suite 300, Wayzata MN 55391, Xerxes Foreign Holding Corp. ("XFHC"), a Delaware corporation with offices at c/o Wayzata Investment Partners, 701 East Lake Street, Suite 300, Wayzata MN 55391 (XOC and XFHC collectively referred to as the "Assignee")], and SAP America, Inc., a Delaware corporation with offices at 3999 West Chester Pike, Newtown Square, PA 19073 ("Licensor" or "SAP"). Wayzata Investment Partners LLC ("Wayzata"), a Delaware limited liability company with offices at 701 East Lake Street, Suite 300, Wayzata MN 55391, the manager of XOC, is executing this Acknowledgment Agreement only with respect to its representations and warranties set forth in paragraph 3 hereto.

WHEREAS, Licensor and a predecessor of Assignor, Synthetic Industries, Inc. ("Synthetic"), as licensee, have previously entered into that certain Software End-User License Agreement effective November 20, 1998, and all appendices, amendments, and exhibits thereto (the "License Agreement"), a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes, in which Licensor granted to Assignor a license to use certain software and related proprietary information as more particularly described in the License Agreement (all of which for purposes of this Acknowledgment Agreement shall be referred to as the "Software");

WHEREAS, on or about June 23, 2007, Synthetic assigned the License Agreement to Assignor after having obtained the Licensor's consent;

WHEREAS, Assignor filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code on January 18, 2008, in the United States Bankruptcy Court for the Eastern District of Tennessee – Southern Division (the "Court");

WHEREAS, on or about February 17, 2009, Assignor filed a Motion Pursuant to Bankruptcy Code Sections 363 and 365 and Bankruptcy Rules 6004 and 6006 and Subject Thereto (A) For the Sale Free and Clear of Liens, Claims, Encumbrances and Interests of Substantially all of the Debtors' Assets to the Highest Bidder and (B) for the Assumption and Assignment of Designated Contracts (the "Sale Motion");

WHEREAS, Assignor filed a cure notice (the "Cure Notice") in identifying the executory contracts it intended to assume and assign in connection with the Sale Motion, and which Cure Notice identified the License Agreement as an executory contract to be assumed and assigned to the successful bidder;

WHEREAS, on March 18, 2009 Licensor filed a limited objection to the Sale Motion and the assumption and assignment of the License Agreement in connection therewith, and Licensor subsequently withdrew said limited objection on \_\_\_\_\_;

WHEREAS, the cure amount for the License Agreement is [\$15,558.78] (the "Cure Amount");

WHEREAS, on or about March 27, 2009, the Court entered an order (the "Sale Order"), a copy of which is attached hereto (without exhibits) as Exhibit B, approving the sale of substantially all of the assets of the Assignor to the Assignee.

WHEREAS, on \_\_\_\_\_, 2009, the Court entered an order (the "Supplemental Sale Order"), a copy of which is attached hereto as Exhibit C approving the assumption and assignment of certain executory contracts, including, but not limited to, the License Agreement from Assignor to Assignee in connection with the Sale Order; and

WHEREAS, the parties intend for this Acknowledgment Agreement to memorialize the assignment of the License Agreement from Assignor to Assignee, in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee, and Licensor, intending to be legally bound, hereby agree as follows, and Wayzata, intending to be legally bound with respect to paragraph 3 of this Acknowledgment Agreement hereby agrees as follows:

1. Assignor hereby assigns to Assignee all of Assignor's rights to and under the License Agreement (collectively, the "Assigned Rights"). Assignee hereby accepts such assignment. Assignee also agrees to perform and assume all the applicable terms, conditions, and obligations of the License Agreement. Except for the Assigned Rights, Assignee shall not acquire any ownership rights, title or license to the Software, as defined in the License Agreement, or any intellectual property rights associated therewith. Licensor or its licensors shall at all times remain the owner of the Software and all intellectual property associated therewith, except as otherwise expressly set forth in the License Agreement.
2. Assignee's right to Use the Software is subject to the License Agreement and the definition of Use contained therein.
3. Assignor, Assignee and Wayzata hereby represent and warrant that neither Assignee nor Wayzata is a competitor of Licensor or its affiliates.
4. This Acknowledgment Agreement and the representations, warranties and covenants herein contained shall inure to the benefit of Assignee, its successors and assigns as permitted by the License Agreement, and shall survive the execution and delivery hereof.

5. This Acknowledgment Agreement and all of the rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the Commonwealth of Pennsylvania, provided, however, that the Court shall retain exclusive jurisdiction over any action, claim, or dispute whatsoever brought or otherwise asserted against the Assignor arising out of the Sale Order or this Acknowledgment Agreement.
6. This Acknowledgement Agreement may be executed in two or more counterparts and shall be effective when one or more of such counterparts has been executed and delivered by all parties hereto (although it is not necessary that any single counterpart be executed by all parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument). This Agreement may be executed by facsimile or digital (*i.e.*, PDF) signature and such signature will constitute an original for all purposes.
7. Licensor hereby executes this Acknowledgment Agreement in the space provided below, for the purpose of evidencing its consent hereto provided; however, that Licensor's consent is expressly contingent upon Assignor's and Assignee's compliance with the provisions of this Acknowledgment Agreement, and the payment of the Cure Amount to SAP.

IN WITNESS WHEREOF Assignor, Assignee, Wayzata and Licensor have executed this Acknowledgement Agreement by and through their respective duly authorized officers as of the date first above written.

Assignor:

Propex, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee:

[Xerxes Operating Company, LLC]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

]Xerxes Foreign Holding Corp.]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Only as to the representations and warranties by Wayzata Investment Partners LLC in paragraph 3 of this Acknowledgment Agreement:

Wayzata Investment Partners LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Licensor:

SAP America, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_