

06-08-1998

1 SHEET

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To the Honorable Commissioner of Patents and Trademarks

100729224

attached original documents or copy thereof.

1. Name of conveying party(ies):

BANK BOSTON N.A.  
(f/k/a THE FIRST NATIONAL BANK OF BOSTON)

- Individual(s)
- General Partnership
- Corporation-State
- Other NATIONAL BANK
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/17/98

2. Name and address of receiving party(ies)

Name: SAMUEL CABOT, INCORPORATED

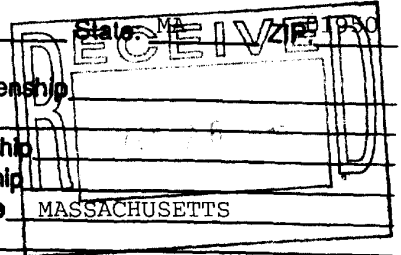
Internal Address: \_\_\_\_\_

Street Address: 100 HALE STREET

City: NEWBURYPORT

State: MA

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State MASSACHUSETTS
- Other



If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

224,166

244,937

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert M. O'Connell, Jr.

Internal Address: Sullivan & Worcester LLP

06/05/1998 JSHMBDZZ 00000153 224166

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Street Address: One Post Office Square

City: Boston State: MA ZIP: 02108

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert M. O'Connell, Jr.

Name of Person Signing

Signature

5/22/98

Date

Total number of pages including cover sheet, attachments, and document: 4

All documents to be recorded with required cover sheet information on MARK

Assistant Commissioner for Trademarks  
Box Assignments TEL: 1736 FRAME: 0305

VA 22102-3525

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks made as of this 17<sup>th</sup> day of April, 1998, by and from BANKBOSTON, N.A. (formerly named THE FIRST NATIONAL BANK OF BOSTON), a national bank having a principal place of business at 100 Federal Street, Boston, Massachusetts (the "Secured Party"), to SAMUEL CABOT INCORPORATED, a Massachusetts corporation having a principal place of business at 100 Hale Street, Newburyport, Massachusetts (the "Debtor").

WHEREAS, pursuant to a Trademark Collateral Assignment, dated as of February 1, 1994 and amended as of August 16, 1996 (the "Assignment"), the Debtor assigned to the Secured Party all of its right, title and interest in and to the trademarks and trademark registrations (the "Trademarks") listed on Exhibit A hereto; and


WHEREAS, the Secured Party now wishes to assign back to the Debtor all right, title and interest in and to the Trademarks, and for assignment back to be reflected in such governmental records wherein the Assignment has been recorded or reflected;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party does hereby assign back to the Debtor all right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and symbolized thereby. Any right, title and interest of the Secured Party in and to the Trademarks shall hereby cease and become void. The Debtor may record this Assignment of Trademarks with such governmental

agencies as it may deem necessary or appropriate, and the Secured Party shall at Debtor's request execute any further documents or instruments as may be reasonably necessary to fully effectuate and record the assignment thereof pursuant to this instrument. This Assignment of Trademarks shall be governed in all respects by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the Secured Party each caused this instrument to be duly executed under seal by an officer thereunto duly authorized as of the date first written hereinabove.

BANKBOSTON, N.A.

By:   
Name: JEFFREY R. WESTLING  
Title: DIRECTOR

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 17, 1998

Then personally appeared before me the above-named Jeffrey R. Westling who acknowledged the foregoing instrument to be his free act and deed.

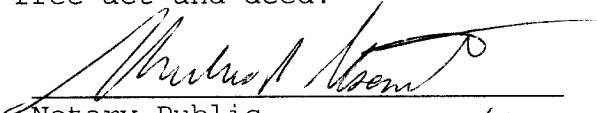
  
Notary Public  
My Commission Expires: 9/14/03

EXHIBIT A

Trademarks - United States

Cabot's U.S. Reg. No. 224,166. Reg. Date 2/22/27.

Cabot's U.S. Reg. No. 224,937. Reg. Date 3/8/27.

Trademarks - Canada

Cabot's Can. Reg. No. 008,577 Reg. Date 5/18/37.

Trademarks - Australia

Cabot's Aus. Reg. No. B213,057 Reg. Date 8/30/67.

Cabot's Aus. Reg. No. A281,378 Reg. Date 9/3/74.