

MRD  
8-12-98

08-14-1998



100793858

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

1. Name of conveying party: Banque Indosuez, as Collateral Agent 1211 Avenue of the Americas 7th Floor New York, New York 10036	<i>MRD</i> <i>8-12-98</i>	2. Name and address of receiving party: Calmar, Inc. 333 South Turnbull Canyon Road City of Industry, CA 91745
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3. Nature of conveyance:  
Termination of Trademark Security Interests

Execution date: July 22, 1998

4. Application numbers and trademark numbers:	
A. Trademark Application Nos.	B. Trademark Registration Nos.
74/559196	955669      1873304
	654335      1870572
	1638442      1218891
	1642097      1755360
	1594278

ASSIGNMENT  
98 AUG 19 1 50 PM  
RECEIVED

5. Name and address of party to whom correspondence concerning document should be mailed: Tomoko Vanderploeg Riordan & McKinzie 300 South Grand Avenue, 29th Floor Los Angeles, CA 90071	6. Total number of applications and registrations involved: 10	7. Total fee: \$265.00 (Enclosed)	8. Deposit Account Number: N/A
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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.

<i>Tomoko Vanderploeg</i>	<i>[Signature]</i>	<i>8/11/98</i>
Name of Person Signing	Signature	Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

MHODMA.LADOC5;246800;1

08/12/1998 JSHABAZZ 00000098 74559196

01 FC:481	40.00 OP
02 FC:482	225.00 OP



**CRÉDIT AGRICOLE INDOSUEZ**

*Indosuez Capital*

July 22, 1998

Calmar Inc.  
333 South Turnbull Canyon Road  
City of Industry, CA 91745

Ladies and Gentlemen:

We understand that Calmar Inc. ("Company") anticipates repaying in full all outstanding Obligations (terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement referred to below) under that certain Credit Agreement dated as of August 18, 1995, by and among Company, Lenders, Goldman Sachs Credit Partners L.P., as Syndication Agent, and Crédit Agricole Indosuez, as Administrative Agent, Documentation Agent and Collateral Agent (as successor to Mellon Bank, N.A.) (as amended, supplemented or otherwise modified to the date hereof, the "Credit Agreement") with funds provided by *Companie de Saint Gobain* in connection with the acquisition of the Company.

In connection therewith, Administrative Agent (on behalf of Lenders) and Company, hereby acknowledge and agree that, effective upon our receipt of (i) an original or facsimile transmission of this letter, duly countersigned by Company and Administrative Agent, (ii) the amount set forth on Schedule A annexed hereto in immediately available funds in the account and no later than the time and on the date set forth on such Schedule (the "Pay-Off Amount"), (iii) the amount set forth on Schedule A annexed hereto for outstanding legal fees in immediately available funds in the account and no later than the time and on the date set forth on such Schedule, and (iv) those original Letters of Credit described in Schedule B annexed hereto for cancellation:

(a) all of Company's outstanding debts, liabilities and obligations to Lenders under the Loan Documents shall be satisfied in full and all Persons obligated therefore, whether by guaranty or otherwise, shall hereby be released from all liability therefor and that Company, and all other Loan Parties shall be hereby released and discharged from any and all obligations, covenants and agreements under the Loan Documents; provided that Company shall continue to be obligated to Lenders and Administrative Agent with respect to any indemnification and other obligations owed to the Lenders and Administrative Agent under the Loan Documents which expressly survive the termination thereof;

(b) the Revolving Loan Commitments under the Credit Agreement shall terminate and be of no further force or effect, each Lender shall be released from any and all obligations, covenants and agreements under the Loan Documents;

and no Lender shall have any further obligations to make any Loans or issue or participate in any Letters of Credit;

(c) all liens, security interests and any other similar interests, all of any kind, nature, or description, whenever and however arising, which Administrative Agent may then have in any of the assets and property, real or personal, tangible or intangible, of Company or any of their respective Subsidiaries granted in favor of Administrative Agent for the benefit of Lenders, including Liens created by, arising under, or granted to Administrative Agent for the benefit of Lenders pursuant to the Collateral Account Agreement, the Company Pledge Agreement, the Company Security Agreement, the Company Trademark Security Agreement, the Company Patent Security Agreement, the Mortgages and any other Collateral Documents, shall terminate and be satisfied and released;

(d) all Collateral pledged under the Collateral Documents in the possession of Administrative Agent shall be delivered directly into the possession of Company; and

(e) we will deliver to you or to such person as you shall request such Uniform Commercial Code termination statements, releases of mortgages and other release documents as you shall have reasonably requested on or prior to the date hereof to give effect to such release.

After our receipt of items set forth in the second paragraph of this letter, (a) if we come into possession of any property or asset of Company or any of its Subsidiaries or of any proceeds thereof on account of the obligations evidenced by the Credit Agreement and the Loan Documents, then, except as set forth below, we shall, in the form received, immediately deliver such property or asset and proceeds to Company or as Company shall direct, provided that we shall be permitted to deduct any out-of-pocket costs and expenses in connection therewith, and (b) we shall execute and deliver to you, at your expense, such additional Uniform Commercial Code termination statements, releases of mortgages and other release documents as you may reasonably request to effect a complete release of all Collateral.

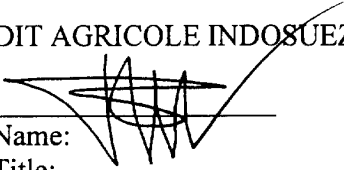
Company acknowledges and agrees (i) that our rights are reserved in and to checks or similar instruments, if any, for the payment of money heretofore received by us and applied to the payment of Company's obligations to us in order to determine the Pay-Off Amount (such checks and instruments, if any, being "Unpaid Instruments"), and in and to any money due or to become due by reason of such checks or similar instruments, if any, and the proceeds thereof, and all of our claims thereon, (ii) that we may not yet have received full and final credit for all Unpaid Instruments. Company shall reimburse us for, and pay to us, within two business days after our demand therefor, the amount (plus

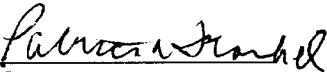
interest or other bank charges) of any Unpaid Instruments which may hereafter be dishonored or returned unpaid to us for any reason whatsoever.

By its execution hereof below, Company has indicated its consent to all of the foregoing. This letter shall be governed by, and shall be construed and enforced in accordance with the internal laws of the State of New York, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

Very truly yours,

CREDIT AGRICOLE INDOSUEZ, as Administrative Agent

By:   
Name:  
Title:

By:   
Name:  
Title:

Accepted and Agreed:

CALMAR INC.

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

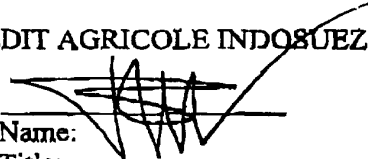
CRÉDIT AGRICOLE INDOSUEZ  
*Indosuez Capital*

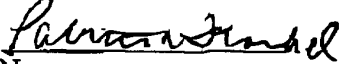
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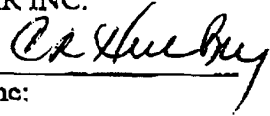
Very truly yours,

CREDIT AGRICOLE INDOSUEZ, as Administrative Agent

By:   
Name:  
Title:

By:   
Name:  
Title:

Accepted and Agreed:

CALMAR INC.  
By:   
Name:  
Title:

**SCHEDULE A**

Pay-Off Amount, Legal Fees, Accounts, Date and Time

Citibank – New York  
ABA No. 021-000-89  
Account No.: 36142537  
For credit to: Crédit Agricole Indosuez  
Chicago Branch – CAI – CAP  
Ref: Calmar, Inc.

Funds in the amount of \$115,352,890.77 must be received no later than 5:00 p.m. on July 22, 1998.

Bank of America NT & SA  
525 South Flower Street  
Los Angeles, California 90071  
ABA No.: 121-000-358  
Account No.: 14593-51908  
Account Name: O'Melveny & Myers LLP  
Message: 317790004/Hanrahan

Funds for legal fees in the amount of \$20,947.42 must be received no later than 5:00 p.m. on July 24, 1998.

CRÉDIT AGRICOLE INDOSUEZ  
*Indosuez Capital*

**SCHEDULE B**  
**LETTERS OF CREDIT TO BE CANCELLED**

Standby Letter of Credit SB 1309 in favor of AT&T Credit Corp.

Standby Letter of Credit SB 1310 in favor of Self Insurance Plans