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10-22-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #47

To the Honorable Commissioner of P.

100879340

Attached origin.

1. Name of conveying party(ies):

BHF Bank AG

- Individual(s)
- General Partnership
- Corporation-State United Kingdom
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 13, 1998

2. Name and address of receiving party(ies)

Name: USM Group Holdings Limited

Internal Address: _____

Street Address: 100 Ross Walk, Belgrave

City: Leicester State: U.K. ZIP: LE4 5BX

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State United Kingdom
- 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)

75/235,241

B. Trademark Registration No.(s)

(See attached)

Additional numbers attached? Yes No

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

Name: J. Michael Cleary

Internal Address: Cleary, Komen & Lewis LLP

Street Address: 600 Pennsylvania Avenue, S.E.
Suite 200

City: Washington State: DC ZIP: 20003

6. Total number of applications and registrations involved: _____

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

11/16/1998 DNGUYEN 00000175 75235241

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 400.00 DP

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.

J. Michael Cleary

Name of Person Signing

J Michael Cleary
Signature

October 21, 1998

Date

Total number of pages including cover sheet, attachments, and document: 7

ATTACHMENT TO RECORDATION COVER SHEET

4b. Trademark Registration No.(s)

2,017,443

662,610

1,752,553

699,945

958,334

1,276,130

522,749

724,761

1,153,156

1,102,130

403,732

995,732

1,839,352

1,514,586


1,649,865

1,777,014

DESIGNATION OF DOMESTIC REPRESENTATIVE

The law firm of Cleary, Komen & Lewis, LLP (attention: J. Michael Cleary, Esq.) whose postal address is 600 Pennsylvania Avenue, S.E., Suite 200, Washington, D.C. 20003-4316 is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

USM GROUP HOLDINGS LIMITED

By: 

B. D. STRUDWICKE.

Printed Name

COMPANY SECRETARY.

Corporate Position

Date: 22 OCTOBER 1998

Dated 13 October 1998

BHF BANK AG

- and -

USM GROUP HOLDINGS LIMITED

DEED OF RELEASE

ASHURST MORRIS CRISP
London

REH/789263.01

THIS DEED OF RELEASE is made on 13 October 1998

BETWEEN:-

- (1) **BHF BANK AG** (the "**Bank**"); and
- (2) **USM GROUP HOLDINGS LIMITED** (No: 3473337) whose registered office is situate at 100 Ross Walk, Belgrave, Leicester, LE4 5BX (the "**Company**").

WHEREAS:-

- (A) By a Debenture dated 30th January 1998 the Company charged all its assets and undertaking to the Bank for the payment and discharge of all monies, obligations and liabilities thereby covenanted to be paid (the "**Liabilities**").
- (B) The Bank has agreed to release the trade marks set out in the Schedule hereto (the "**Trade Marks**") from the charges contained in the Debenture on the terms set out in this Deed on the grounds that the Trade Marks are not the property of the Company.

NOW THIS DEED WITNESSES as follows:-

1. **Release of Assets**

The Bank hereby releases the Trade Marks free and discharged from the charges created by the Debenture and all claims and demands thereunder.

2. **Continuing Security**

Nothing in this Deed shall prejudice or affect the security of the Bank under the Debenture in respect of the remaining property and assets charged therein or the rights of the Bank thereunder.

IN WITNESS whereof this Deed has been executed the day and year first before written.

SCHEDULE

<u>Mark</u>	<u>Number</u>
Hypersorb	2017443
Impreline	75/235241
PLIRIB	662610
Tufflex	1752553
Arista	699945
Qualifex	958334
Stichtex	1276130
Texon	522749
Texon	724761
Texorist	1153156
Vikofome	1102130
Vita-Tempered	403732
Aquiline	995732
Ecosole	1839352
Formosert	1514586
Unifast	1649865
Unifast	1777014
Unifast	74/07389

Executed as deed by
BHF BANK AG
acting by *IAN BAGGOTT*
and *PETER FIRTH*

)
) *P. Firth*
)
) *Peter Firth*
)

Authorised Signatory

Authorised Signatory