



To the Honorable commissioner of Patents and Trad

101006725

uments or copy thereof.

1. Name of conveying party(ies):

First Union National Bank, successor by merger to
CoreStates, Bank, N.A. and Philadelphia National Bank

- Individual (s)
- General Partnership
- Corporation - State
- Other
- Association
- Change of Name

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

2. Name and address of receiving party(ies)

Name: Wood-Mode, Incorporated

Internal Address: _____

Street Address: One Second St.

City: Kreamer State: PA Zip: 17833

3. Nature of conveyance:

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

Execution Date: October 29, 1998

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

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

(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,524,521	1,147,190	968,913
966,048	646,505	635,925

Additional Numbers Attached? Yes No

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

Name: Lynn A. Huebner, Legal Assistant

Internal Address: Wolf Block Schorr & Solis-Cohen LLP

Street Address: 350 Sentry Pkwy., Bldg, 640

City: Blue Bell State: PA Zip: 19422

556. Total number of registrations and registrations involved:.....

6

7. Total fee (37 CFR §3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Lynn A. Huebner
Name of Person Signing

Lynn A. Huebner
Signature

4/1/99
Date

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

3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

RE MRD

4-2-99

11-09-1998



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11/5/98

To the Honorable commissioner of Patents and Trademarks, please forward the attached original documents or copy thereof.

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City: Blue Bell State: PA Zip: 19422

04/08/1999 DNGUYEN 00000179 1524521

556. Total number of registrations and registrations involved:.....

6

7. Total fee (37 CFR §3.41).....\$ 150.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:482

25.00 OP

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.

Lynn A. Huebner

Name of Person Signing

[Signature]

Signature

11/2/98

Date

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

3

11/06/1998 DNGUYEN 00000372 1524521

01 FC:481

40.00 OP

02 FC:482

100.00 OP

03 FC:630

10.00 OP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Adjustment date: 04/08/1999
11/06/1998 DNGUYEN 00000372 1524521
-10.00 OP

TERMINATION OF MEMORANDUM OF SECURITY AGREEMENT

THIS TERMINATION OF MEMORANDUM OF SECURITY AGREEMENT (the "Termination Agreement") is made as of this 29th day of October, 1998, by **FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A., successor in interest to Philadelphia National Bank** (the "Assignee") for the benefit of **WOOD-MODE, INCORPORATED** (the "Assignor").

BACKGROUND

A. Assignor entered into that certain Memorandum of Security Agreement dated March 19, 1992 (the "Agreement") with the Assignee, which Agreement was recorded in the Office of the United States Department of Commerce on the 13th day of May, 1992 on Reel 866, Frame 28; and

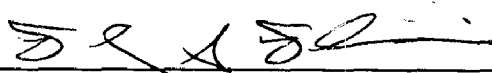
B. Pursuant to the Agreement, Assignor assigned and granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the obligations, as defined in the Agreement.

NOW, THEREFORE, Assignee and Assignor, intending to be legally bound hereby, and in consideration of the foregoing Background, agree as follows:

1. **Payment of All Obligations.** Assignee hereby represents and warrants that all of the Obligations of the Assignor to Assignee and Lenders (as defined in the Agreement) have been satisfied in full; and
2. **Termination of Assignment for Security.** Assignee hereby agrees to terminate the Agreement and the liens, security interests and other rights and interests acquired or to be acquired pursuant thereto. This Termination Agreement shall be recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignee, intending to be legally bound hereby, has executed the foregoing Termination Agreement as of the day and year first above written.

FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A.

By: 
Paul S. Phillips, Sr. Vice President

RECORDED
20 OCT 29 1998
COMMERCIAL BRANCH

COMMONWEALTH OF PENNSYLVANIA

:

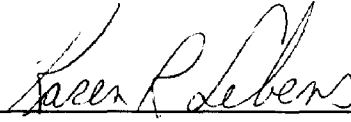
: SS.

COUNTY OF MONTGOMERY

:

On this, the 29th day of October, 1998, before me, a Notary Public, personally appeared Paul S. Phillips, who acknowledged himself to be a Senior Vice President of **FIRST UNION NATIONAL BANK**, successor by merger to CoreStates Bank, N.A., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My commission expires:

Notarial Seal
Karen R. Lebens, Notary Public
Whitemarsh Twp., Montgomery County
My Commission Expires Mar. 9, 2002
Member, Pennsylvania Association of Notaries