

MRD 6-15-99

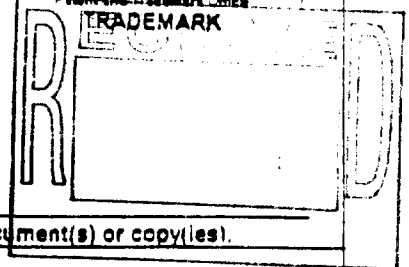
FORM PTO-1618A
Expires 06/30/99
JMB 0451-0027

06-18-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

OBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

06/17/1999 DNGUYEN 00000271 74010024

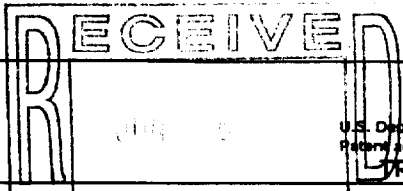
01 FC:48
02 FC:48

40.00 OP
250.00 OP

Please burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0881-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0451-0027, Patent and Trademark Assignment Process. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 001915 FRAME: 0885



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74/010,024"/>	<input type="text" value="74/010,163"/>	<input type="text"/>
<input type="text" value="74/056,308"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74/084,192"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,316,795"/>	<input type="text" value="1,439,872"/>	<input type="text" value="1,523,387"/>
<input type="text" value="1,262,894"/>	<input type="text" value="1,450,747"/>	<input type="text"/>
<input type="text" value="1,309,854"/>	<input type="text" value="1,480,788"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

DeAnne H. Ozaki

Name of Person Signing

DeAnne H. Ozaki

Signature

6/14/99

Date Signed

TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

This Trademark Security Agreement Termination and Release (this "Termination") is made as of this 8th day of June, 1999, by FIRST UNION NATIONAL BANK OF GEORGIA, a national banking association with a principal place of business at 55 Park Place, Atlanta, Georgia 30303 (the "Bank").

RECITALS

A. Pursuant to the Assignment for Security (Trademarks) dated December 19, 1991 (the "Security Agreement"), between the Bank and Paper-Pak Products, Inc. ("Paper-Pak"), Paper-Pak granted to the Bank a continuing security interest in all Trademark Collateral, as defined in the Security Agreement, including without limitation the trademarks, service marks, designs, logos, registrations and applications for registration listed in Exhibit A attached hereto, together with the goodwill symbolized thereby, and all rights and proceeds relating thereto.

B. The Bank desires to terminate the Security Agreement and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Bank does hereby covenant and agree as follows:

1. The Security Agreement, and the Bank's security interest in the Trademark Collateral (including without limitation the trademarks, service marks, designs, logos, registrations and applications for registration listed in Exhibit A attached hereto, together with the goodwill symbolized thereby, and all rights and proceeds relating thereto), are hereby terminated and released.

2. The Bank represents and warrants that it has the power and authority to execute this Termination.


3. The Bank represents and warrants that it has not assigned, transferred, restricted or otherwise encumbered its security interest in the Trademark Collateral. The Bank further represents and warrants that it has not recorded its security interest with respect to any trademark, service mark, logo, design, registration or application of Paper-Pak in any state or territory of any foreign country or any political subdivision thereof.

4. The Bank hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Termination. The Bank also hereby irrevocably appoints Paper-Pak as its agent and attorney-in-fact, whose power is expressly coupled with an interest, to act in the Bank's name and on the Bank's behalf to take any action necessary to effect the purposes of this Termination.

5. This Termination shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Bank has duly executed this Termination as of the day and year first above written.

FIRST UNION NATIONAL BANK OF GEORGIA,
a National Banking Association

By: 

Name: Richard B. Gudet

Title: Vice President

EXHIBIT A**Trademarks**

<u>Trademark</u>	<u>Serial/Registration Number</u>
SUPERSORB	1,316,795
STYLIZED "P" DESIGN	1,262,894
STASMOOTH	1,309,854
DRI-SHEET	1,439,872
ZAP	1,450,747
ZAPMAN DESIGN	1,480,788
TUFFSORB	1,523,387
FOREST FRIENDLY	74/010,024
PAPER-PAK	74/056,308
TISSUE-PAK	74/084,192
TREE-FRIENDLY	74/010,163