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11-08-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings **000**



To the Honorable Commissioner of

101194254

attached original documents or copy thereof.

1. Name of conveying party(ies):

BankBoston, N.A., as Collateral Agent

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Association

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: October 29, 1999

2. Name and address of receiving party(ies)

Name: ADS Properties Corp.

Internal Address: _____

Street Address: 42 Stafford Street

City: Lawrence State: MA ZIP: 01841

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



11-03-1999

U.S. Patent & TMO/TM Mail RptDt. #26

B. Trademark Registration No.(s)

1,241,219

1,256,938

Additional numbers attached? Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn
Legal Assistant

Street Address: 2049 Century Park East

Suite 2100

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41) 715.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(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.

Christine Wilson
Sara Hoehn

Name of Person Signing

Sara J. Hoehn

Signature

Nov. 1, 1999

Date

Total number of pages including cover sheet, attachments, and document: 28

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Exhibit A

Trademarks and Trademark Registrations

Registrations
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
POLARPILE	1,241,219	June 7, 1983
POLAR SKI	1,256,938	November 8, 1983
POLARFLEECE	1,297,628	September 25, 1984
POLARPLUS	1,440,011	May 19, 1987
POLARTWEED	1,455,383	September 1, 1987
POLARPRO	1,460,960	October 13, 1987
POLARPLUSH	1,461,958	October 20, 1987
POLARWASH	1,489,403	May 24, 1988
POLARCAP	1,489,404	May 24, 1988
POLARSYSTEM	1,585,741	March 6, 1990
POLARTUFF	1,605,633	July 10, 1990
POLARQUEST	1,686,482	May 12, 1992
POLARTEC & DESIGN	1,687,907	May 19, 1992
POLARWEAR	1,765,938	April 20, 1993
POLARSERIES	1,811,563	December 14, 1993
POLARSTAT	1,814,458	December 28, 1993
POLARTEK	1,853,680	September 13, 1994
POLARTEC	1,865,829	December 6, 1994
POLARTEC & DESIGN - THE CLIMATE CONTROL FABRIC	1,869,644	December 27, 1994

POWERSTRETCH	1,937,228	November 21, 1995
BIPOLAR TECHNOLOGY	2,019,688	November 26, 1996
BITECHNOLOGY	2,052,852	April 15, 1997
MALDEN MILLS GENUINE ARTICLE POLARFLEECE	2,063,455	May 20, 1997
POLARFLEECE (Upholstery)	2,043,717	March 11, 1997
POLARSTRETCH	2,011,018	October 22, 1996
POLARTEC (Upholstery)	2,055,241	April 22, 1997
POLARTEC & design	2,056,033	April 22, 1997
POLARTEC PRO	2,046,104	March 18, 1997

Trademark
or
Service Mark

Pending Applications
United States Patent and Trademark Office
Serial No. Filing Date

None

None

None

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

ADS PROPERTIES CORP.

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 21, 1999, by BankBoston, N.A. (f/k/a "The First National Bank of Boston"), a national banking association with its executive offices at 100 Federal Street, Boston, Massachusetts 02110, as Collateral Agent (in such capacity the "Collateral Agent") for itself and the other Banks (as such term is defined in the Security Agreement as defined herein) pursuant to an Amended and Restated Security Agreement, dated as of August 14, 1998 (as amended and in effect from time to time, the "Security Agreement") between ADS Properties Corp. (the "Company"), the Collateral Agent for (a) itself and the Banks, (b) the Agent (as such term is defined in the Security Agreement), (c) those banks which have issued standby letters of credit listed and described on Schedule 1 to the Security Agreement for the account of Malden Mills Industries, Inc. (the "Borrower"), and (d) the purchasers (the "Note Purchasers") which are parties to that certain Amended and Restated Note Purchase Agreement, dated as of September 1, 1994, as amended, among the Borrower and the Note Purchasers.

WHEREAS, the Company and the Collateral Agent entered into (a) the Security Agreement, (b) a Trademark Collateral Security and Pledge Agreement dated as of August 30, 1996 (the "Original Trademark Agreement"), which Original Trademark Agreement was recorded with the United States Patent and Trademark Office on or about September 9, 1996 at Reel 1502, Frame 0034, and (c) a Supplemental Trademark Collateral Security and Pledge Agreement, dated as of August 14, 1998 (the "Supplemental Trademark Agreement," and together with the Original Trademark Agreement, the "Trademark Agreements"), which Supplemental Trademark Agreement was recorded with the United States Patent and Trademark Office on or about August 18, 1998 at Reel 1771, Frame 0667, each for the purpose of securing certain obligations of the Company to the Banks;

WHEREAS, pursuant to the Security Agreement and the Trademark Agreements, the Company granted the Collateral Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in the Trademark Agreements), including without limitation the trademarks identified on Exhibit A attached hereto, and pledged and mortgaged, (but did not transfer title to) the Pledged Trademarks to the Collateral Agent; and

WHEREAS, the Company has entered into certain financing arrangements with another lender and a portion of the loans extended pursuant

thereto have been used to repay in full the Company's Obligations (as such term is defined in the Security Agreement); and the Collateral Agent has agreed to terminate and release its security interest and its right, title and interest in the Pledged Trademarks as herein provided upon repayment by the Company;

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Security Agreement and the Trademark Agreements:


The Collateral Agent hereby terminates and releases its security interest and first priority lien on the Pledged Trademarks, including without limitation the Pledged Trademarks identified on Exhibit A attached hereto, and the Collateral Agent hereby assigns and transfers to the Company, without recourse, the Collateral Agent's entire right, title and interest in and to the Pledged Trademarks, including without limitation the Pledged Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

This Termination and Release of Security Interest in Trademarks may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Termination and Release of Security Interest in Trademarks has been executed as of the day and year first written above.

BANKBOSTON, N.A.,
as Collateral Agent

By: 
Title: _____

Accepted:

ADS PROPERTIES CORP.

By: _____
Title: _____

IN WITNESS WHEREOF, this Termination and Release of Security Interest in Trademarks has been executed as of the day and year first written above.

**BANKBOSTON, N.A.,
as Collateral Agent**

By: _____
Title: _____

Accepted:

ADS PROPERTIES CORP.

By: Michael S. Reave
Title: Treasurer

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or
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Serial No. Filing Date

None

None

None

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