

12-30-1999

ET

Docket No.:



Y

USM1235-DIV -6

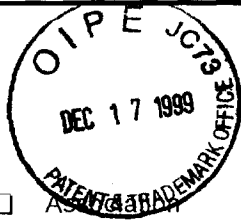
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To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Bankers Trust Limited
1 Appold Street, Broadgate,
London EC2A 2HE



- Individual(s)
 - General Partnership
 - Corporation-State
 - Other
 - Limited Partnership
- 12-17-99

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

2. Name and address of receiving party(ies):

Name: United Texon Limited

Internal Address: P.O. Box 88,

Street Address: 100 Ross Walk, Belgrave

City: Leicester LE4 5BX State: _____ ZIP: _____

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State England

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

3. Nature of conveyance:

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

Execution Date: 30 January 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

74800972

B. Trademark Registration No.(s)

1777014

Additional numbers attached? Yes No

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

Name: Owen J. Meegan

Internal Address: _____

Street Address: 24 North Street

City: Salem State: MA ZIP: 01970

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-2551

DO NOT USE THIS SPACE

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40.00 OP

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.

Owen J. Meegan

Name of Person Signing

Signature

13 Dec 1999

Date

Total number of pages including cover sheet, attachments, and document: 5

Conformed Copy

Dated 30 January 1998



UNITED TEXON LIMITED
(Borrower's Agent)

BANKERS TRUST COMPANY
(as Senior Agent)

INTERMEDIATE CAPITAL GROUP PLC
(as Mezzanine Agent)

GLOBAL DEED OF RELEASE

Ashurst Morris Crisp
Broadwalk House
5 Appold Street
London EC2A 2HA
Tel: 0171-638 1111
Fax: 0171-972 7990

AJW/695C00012/370121

THIS DEED is made on 30 January, 1998

BETWEEN

- (1) **USM TEXON LIMITED** (formerly United Machinery Group Limited and prior to that Ablekind Limited) (registered number 1969749) of PO Box 88, 100 Ross Walk, Belgrave, Leicester LE4 5BX as Borrowers' Agent (the "Borrowers' Agent");
- (2) **BANKERS TRUST COMPANY** of 1 Appold Street, Broadgate, London EC2A 2HE as security agent for the Banks (as defined in the Credit Agreement) (the "Senior Agent");
- (3) **INTERMEDIATE CAPITAL GROUP PLC** of 62-63 Threadneedle Street, London, EC2R 8HE as Co-ordinator and Agent for and on behalf of the Banks (as defined in the Mezzanine Loan Agreement) (the "Mezzanine Agent").

WHEREAS:

- (A) By a Credit Agreement (the "Credit Agreement") dated 30th March 1990 as amended and restated by Supplemental Agreements dated 6th January 1993, 11th November 1994, 31st March 1995, 21st November 1996, 20th February 1997 and 27 July 1997 the Banks agreed to make available to the Borrowers' Agent and various of its subsidiaries the Facilities as defined therein.
- (B) By a Mezzanine Loan Agreement (the "Mezzanine Loan Agreement" dated 30th March 1990 as amended and restated by Supplemental Agreements dated 6th January 1993, 11th November 1994, 31st March 1995, 21st November 1996 and 29 July 1997 the Banks agreed to make available to United Texon Limited the Loan as defined therein.
- (C) The Borrowers' Agent and other members of the Group have granted security over their assets to secure amounts outstanding under the Credit Agreement and the Mezzanine Loan Agreement.

NOW THIS DEED WITNESSETH as follows:

1. INTERPRETATION

- 1.1 Terms defined in the Credit Agreement and in the Mezzanine Loan Agreement shall have the same meanings in this Deed unless otherwise defined herein or the context otherwise requires.
- 1.2 In this Deed, "Group" shall mean United Texon Limited and its subsidiaries, together with USM Group Limited and its subsidiaries.

2. RELEASE

Each of the Senior Agent and the Mezzanine Agent hereby release and agree to release the Security Documents (as defined in the Credit Agreement) and hereby unconditionally and

- irrevocably releases and discharges each member of the Group from all claims and demands it may have against each member of the Group pursuant to the terms of the Security Documents (as defined in the Credit Agreement) and the Security Documents (as defined in the Mezzanine Loan Agreement).

3. RE-ASSIGNMENT

Each of the Senior Agent and the Mezzanine Agent hereby re-assigns and re-conveys to each member of the Group all assets and property of the relevant company which were assigned and/or conveyed to the Senior Agent and the Mezzanine Agent by way of security pursuant to the terms of any Security Document (as defined in the Credit Agreement and the Security Documents (as defined in the Mezzanine Loan Agreement).

4. FUTURE ASSURANCE

Each of the Senior Agent and the Mezzanine Agent agree to enter into such further documentation as may be reasonably required in accordance with the requirements of the laws of the jurisdictions of incorporation of the members of the Group to give effect to the release set out above.

5. COSTS

- (a) The Borrowers' Agent agrees to indemnify the Senior Agent and the Mezzanine Agent against all costs and expenses incurred by the Senior Agent and the Mezzanine Agent in connection with such releases including, without limitation, all legal, notarial and registration fees.
- (b) The Borrower's Agent undertakes to pay to the Senior Agent and the Mezzanine Agent on demand all legal fees (together with VAT or other similar tax thereon incurred by the Senior Agent or the Mezzanine Agent (whether incurred in the parties capacity as Senior Agent or Mezzanine Agent or otherwise and whether before or after the date of this Deed) in connection with the Financing Documents (as defined in the Credit Agreement) or the Financing Documents (as defined in the Mezzanine Loan Agreement) or any waiver or variation of the terms of any of them.

IN WITNESS whereof this Deed has been duly executed as a deed by the parties hereto on the date first before written.

Executed as a Deed by)
BANKERS TRUST COMPANY)
acting by:)

Authorised Signatory: Barry Jeffries

Executed as a Deed by)
INTERMEDIATE CAPITAL)
GROUP PLC)
acting by:)
its attorney)

Authorised Signatory: **Simon Morrell**

Executed as a Deed by)
USM YEXON LIMITED)
acting by:)

Director: **Neil Fleming**

Secretary: **David Gamble**