

03/15/00

04-14-2000

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BankBoston, N.A.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: JTP Industries, Inc.

Internal Address: Arbor Lake Centre
1751 Lake Cook Road,
Street Address: Suite 550

City: Deerfield State: IL ZIP: 60015

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

See attached.

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: H. John Rizvi

Internal Address: Fish & Neave

04/13/2000 ISM08077 00000711 061075 75491743

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

Street Address: 1251 Avenue of the Americas

City: New York State: NY ZIP: 10020-1104

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-1075

(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.

H. John Rizvi
Name of Person Signing

Signature

3/15/00

Date

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

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

REEL: 002052 FRAME: 0312

A. Trademark Application No.(s)

75/491,743

75/491,742

75/749,204

75/826,618

75/818,243

B. Trademark Registration No.(s)

1,913,895

1,934,581

1,908,213

1,880,155

1,916,872

1,870,340

1,130,254

985,821

1,838,231

2,174,307

1,199,432

876,386

BANKBOSTON, N.A.
100 Federal Street
Boston, Massachusetts 02110

January 18, 2000

JTP Industries, Inc.
Arbor Lake Centre
Suite 550
1751 Lake Cook Road
Deerfield, Illinois 60015

Re: Payout Arrangements

Ladies and Gentlemen:

We refer to the Revolving Credit Agreement, dated as of July 25, 1997 (as amended and in effect from time to time, the "Credit Agreement"), by and among JTP Industries, Inc. (the "Borrower"), certain Subsidiaries of the Borrower, BankBoston, N.A., a national banking association, as agent (the "Agent"), and BankBoston, N.A. and the other banking institutions which are parties to the Credit Agreement. All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

The Borrower has advised the Agent that it intends to repay all amounts due under the Credit Agreement, except for the Letters of Credit identified on Schedule A to the letter agreement dated as of January 18, 2000 between BankBoston, N.A. and the Borrower and attached hereto as Exhibit A, and has requested that the Agent provide the Borrower with appropriate pay-off figures for the principal, interest and other amounts owing by the Borrower to the Banks under the Credit Agreement. The pay-off figures for the Borrower as of January 18, 2000 (the "Computation Date") under the Credit Agreement are as follows (collectively, together with any additional interest accruing, or legal fees and expenses incurred, after the Computation Date, the "Pay-Off Amount"):

Principal:	\$105,100,000.00
Interest:	\$499,225.00
Commitment Fee:	\$4,426.34
Letter of Credit Fees	\$2,595.71
Legal Fees and Expenses:	\$22,298.22

From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount of the Revolving Credit Loans at the rates set forth in the Credit Agreement. The Borrower further agrees to pay any and all legal fees and expenses incurred by counsel to the Agent in connection with this letter and the termination of the Credit Agreement and the other Loan Documents, including those amounts which are billed after the Computation Date. Upon request of the Borrower, the Agent shall

provide the Borrower with a revised figure for the amount of interest to be paid as part of the Pay-Off Amount plus any additional legal fees and expenses incurred since the Computation Date and to be paid as part of the Pay-Off Amount.

The Agent, on behalf of the Banks, acknowledges and agrees that, upon the Agent's receipt of payment in full in cash of the Pay-Off Amount, including any additional interest accruing after the Computation Date, on or prior to 2:00 p.m. (Boston time) on the date of payment (the time of the Agent's receipt of such payment being hereinafter referred to as the "Pay-Off Date"), (i) all indebtedness and obligations of the Borrower to the Agent and the Banks under or in respect of the Credit Agreement and the other Loan Documents shall be deemed to be and shall be paid and discharged in full and (ii) the Agent and the Banks hereby release, terminate and discharge, at the expense of the Borrower, all security interests and liens which the Borrower or its Subsidiaries may have granted to the Agent, on behalf of the Banks, for the benefit of the Banks pursuant to the Credit Agreement and the Security Documents; *provided, however*, that nothing contained herein shall be deemed to terminate or otherwise impair those expense reimbursement, indemnification or other provisions of the Credit Agreement and the other Loan Documents which by their express terms survive the repayment of the Loans.

Following the Pay-Off Date, the Agent, on behalf of the Banks will deliver the following to the Borrower at the Borrower's sole cost and expense:

- (a) the Revolving Credit Notes made to the order of each Bank marked "terminated and paid in full";
- (b) UCC-3 termination statements duly executed by the Agent and in form suitable for filing in those jurisdictions listed on Schedule 1 attached hereto;
- (c) the certificates for the shares of stock pledged pursuant to the Stock Pledge Agreements, as amended, together with all stock powers delivered to or held by the Agent in connection therewith;
- (d) instruments of termination, release and reassignment of security interest duly executed by the Agent and in a form suitable for recording with the United States Patent and Trademark Office with respect to the Trademark Assignments and Patent Assignments; and
- (e) the Guarantees of Holdings and the Subsidiaries made in favor of the Agent, for the benefit of the Banks.

The Agent, on behalf of the Banks, further agrees to deliver to the Borrower, after the Pay-Off Date, at the Borrower's sole cost and expense, such other releases or termination statements as the Borrower may reasonably request in connection with the Agent's and the Banks' above-described release of the liens and security interests granted to the Agent for the benefit of the Banks.

This letter shall be governed by the laws of the Commonwealth of Massachusetts (without reference to conflict of laws).

Very truly yours,

BANKBOSTON, N.A., as Agent

By: Peter Vanderhorst
Name: Peter Vanderhorst
Title: Vice President

JTP INDUSTRIES, INC.

By: _____
Name:
Title:

This letter shall be governed by the laws of the Commonwealth of Massachusetts (without reference to conflict of laws).

Very truly yours,

BANKBOSTON, N.A., as Agent

By: _____

Name:
Title:

JTP INDUSTRIES, INC.

By: _____

Name: Thomas Spralberg
Title: Vice President

BUSDOCS:814189.2