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

Name: James T. Nikolai, Esq.  
NIKOLAI MERSEREAU & DIETZ, P.A.  
Address: 900 Second Avenue South, #820  
City: Minneapolis  
State: Minnesota Zip: 55402-3325

6. Number of applications and trademarks involved: 6

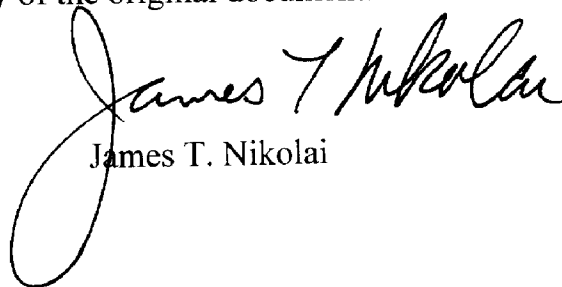
7. Total Fee (37 CFR 3.41): \$240.00 (\$40.00 x 6)  
X A check is enclosed.

8. The Commissioners is authorized to charge any fees or refund any overpayment under 37 CFR 1.16 and 1.17 which may be required by this paper to Deposit Account No. 08-1265.

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.

Name of Person Signing

Date: May 9, 2000



James T. Nikolai

Total number of pages including cover sheet, attachments and documents: 6

FEB-29-2000 12:45

P.03/10

## RELEASE OF TRADEMARKS

This Release of Trademarks (this "Release") made as of March 14, 2000 is made by and between Home Products International, Inc., a Delaware corporation ("Borrower") and The Chase Manhattan Bank, as Administrative Agent ("Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement dated as of September 8, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein but not defined shall have the meanings given them in the Credit Agreement.

### Recitals

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, as a condition to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Borrower and certain of its wholly-owned subsidiaries, were required to execute and deliver an Amended and Restated Guarantee and Collateral Agreement dated as of September 8, 1998 (the "Guarantee") to the Agent for the ratable benefit of the Lenders.

WHEREAS, Section 7.5 of the Credit Agreement allows the Borrower to make certain Dispositions.

WHEREAS, Borrower, through its subsidiary, Prestige Plastics, Inc., entered into that certain Asset Purchase Agreement to sell certain assets to Northland Aluminum Products, Inc. dated March 31, 1999 (the "Sale"), a Disposition permitted under the Credit Agreement.

WHEREAS, under Section 8.15(b) of the Guarantee, the Agent agreed to execute and deliver to any "Grantor" (as defined in the Guarantee) all releases reasonably necessary or desirable for the release of the Liens created hereby on Collateral disposed of pursuant to permitted Dispositions.

WHEREAS, the Collateral includes certain Trademarks, including without limitation, the Trademarks listed on Schedule A attached hereto, which were sold as part of the Sale, but on which the Lenders have Liens which were not released at the time of the Sale. Such Liens now must be released.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

### Agreement

1. Release. The Agent hereby fully releases and terminates its security interests in and Liens on:

- (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks listed on Schedule A attached hereto which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any

FEB-29-2000 12:46

P.04/10

other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

- (b) the goodwill of Borrower's business connected with or symbolized by the Trademarks;
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

2. Other Acts Necessary. Agent further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and Liens, including but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

THE CHASE MANHATTAN BANK, as  
Administrative Agent and as a Lender

By: 

Name:

Jonathan Towbell

Title:

Vice President

TRADEMARK

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P.05/10

**Schedule A**

SCHEDULE A  
 TRADEMARK LIST - ASSET SALE TO MORGENTHAU

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	STATUS	APP. DATE	REG. DATE	RENEWAL	CLAS	GOODS
Pressure Heat & Seive	U.S.A.	73/644/64	1368047	G	24JF1985	24JF1989	24JF2006	21	Quenema, Namely, Baking Dish
Hi-Heat	U.S.A.	73/464/038	1350914	G	22NO1983	18AP1988	18AP2005	21	Plastic Casseroles, Plastic plates, Plastic Dishes, and Plastic Cooking Shells
Hi-Heat & Design	U.S.A.	72/282/413	898990	G	15AU1986	21NO1987	21NO2007	21	Plastic Trays, Plastic Dishes, and Plastic Cups
Microware	U.S.A.	72/366/128	930820	G	01MR1971	01AU1972	01AU2002	21	Plastic Plates, Bowls, and Bowl Covers
Microware	U.S.A.	73/128/299	1135776	G	18MY1977	20MY1980	20MY2000	21	Plastic Quenema - Namely, Roasting Packer, Bacon Rack, Muffin Pans and Baking Rings
Microware	U.S.A.	73/137/040	1148955	G	17AU1977	20MY1981	20MY2001	21	Plastic Quenema - Namely, Baking Sheets
Hi-Heat	Canada	3157/01	169445	G	04SE1986	13JF1989	13JF1999	N/A	Plastic Trays, Plastic Dishes, Plastic Cups, and Aestrays
Hi-Heat	Canada	5094/64	269176	G	08JL1983	23MR1984	23MR1999	N/A	Plastic Casseroles, Plastic Plates, Plastic Dishes, and Plastic Shells
Microware	Canada	4102/87	231267	G	09MY1977	22DE1979	22DE2006	N/A	Plastic Quenema, Namely, Roasting Packer, Bacon Rack, Muffin Pans and Baking Rings