

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Bank of Nova Scotia, The, as Administrative Agent

Execution Date
Month Day Year
06302000

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Anaheim Manufacturing Company

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4240 East La Palma Avenue

Address (line 2) P.O. Box 4146

Address (line 3) Anaheim

California

92807

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

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

Public 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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

700002958

TRADEMARK
REEL: 002151 FRAME: 0370

FORM PTO-1618B
Expires 05/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2185720"/>	<input type="text" value="1833658"/>	<input type="text" value="1827216"/>
<input type="text" value="2326776"/>	<input type="text" value="748699"/>	<input type="text" value="831746"/>
<input type="text" value="595854"/>	<input type="text" value="1691355"/>	<input type="text" value="2185718"/>

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.

Diane Vo-Verde

Diane Vo-Verde

November 20, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Enter Additional Conveying Party

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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 the Assignment.)

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)

<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>
<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>
<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>
<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>
<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>
<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>
<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>

Registration Number(s)

1540142	444709	1872082
1145647	2183845	2098631
1352475	2185719	747169
1905325	2332569	1841285
641668	1204309	2168030
1442763	1895905	
<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>	<input style="width:100px;" type="text"/>

FULL RELEASE AGREEMENT

Full Release Agreement (the "Release"), dated as of June 30, 2000 among Anaheim Manufacturing Company, a Delaware corporation ("Anaheim"), Freedom Plastics, LLC, an Illinois limited liability company ("Freedom"), and The Bank of Nova Scotia, as Administrative Agent under the Credit Agreement (as defined below) (the "Agent").

WHEREAS, Western Industries, Inc., Western Industries Holding Corporation, certain financial institutions from time to time parties thereto (collectively, the "Lenders"), Merrill Lynch Capital Corporation, as Syndication Agent and Co-Lead Arranger and Co-Book Manager, Bankers Trust Company, as Co-Arranger and Documentation Agent, and The Bank of Nova Scotia, as Administrative Agent, Lead Arranger and Book Manager, are parties to the Credit Agreement, dated as of June 23, 1999 (as amended by that certain First Amendment and Waiver, dated as of June 29, 2000 (the "First Amendment"), and as further amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the "Credit Agreement"), (capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement).

WHEREAS, pursuant to the First Amendment the Lenders authorized the Agent to release Anaheim and Freedom from all Loan Documents to which each of them was a party and to release all rights and interests granted pursuant thereto solely with respect to Freedom and Anaheim and to release the security interests granted by Anaheim and Freedom pursuant to the Loan Documents.

NOW THEREFORE, in consideration of the foregoing and the terms of this Release:

1. Anaheim and Freedom are hereby expressly released and discharged from all of their obligations under each of the Loan Documents and any filings pertaining thereto and neither Anaheim nor Freedom shall be deemed to be a party thereto.

2. The Agent hereby agrees, concurrently with the execution hereof, to deliver to Anaheim and Freedom any Collateral (as defined in the Subsidiary Pledge and Security Agreement) originally granted to the Agent by Freedom and/or Anaheim and currently in the possession of the Agent.

:54pm From-SKADDEN ARPS SLATE MEAGHER & FLOM (IL) 3124070659 T-476 P.03 F-542

3. The Agent hereby agrees to effect such other documents as are reasonably required by Anaheim or Freedom and reasonably acceptable to the Agent to carry out the intent of this Release.

4. In case any provision of, or obligation under this Release shall be, invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

5. This Release shall be binding upon the parties hereto and their successors and assigns, for the uses and purposes above set forth and referred to effective immediately upon execution by the Agent, Anaheim and Freedom.

6. This Release may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same document.

7. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSES SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have executed and delivered this Release as of the date first above written.

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: *Philip N. Adsetts*
Its: PHILIP N. ADSETTS
DIRECTOR

ANAHEIM MANUFACTURING
CORPORATION

By: _____
Its: _____

FREEDOM PLASTICS, LLC

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Release as of the date first above written.

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Its: _____

ANAHEIM MANUFACTURING
CORPORATION

By: Jay Larson
Its: _____

FREEDOM PLASTICS, LLC

By: Jay Larson
Its: _____