

04-18-2001

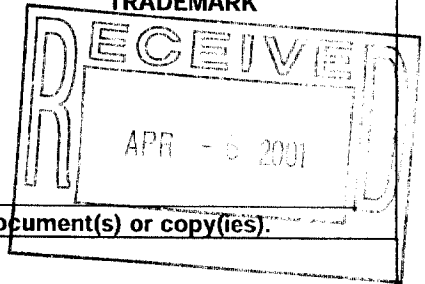
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101680723

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

COZZ-
4-6-01



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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation

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 Assignment.)

04/18/2001 DB:RNE 00000015 0995732
01 FC:481 40.00 DP
02 FC:482 75.00 DP

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 Practice. 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. 20503

REEL: 002271 FRAME: 0888

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)

<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"/>

Registration Number(s)

<input type="text" value="0995732"/>	<input type="text" value="1649865"/>	<input type="text"/>
<input type="text" value="1839352"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1514586"/>	<input type="text"/>	<input type="text"/>

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.

Donald S. Burnham

Name of Person Signing



Signature

4/3/01

Date Signed

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. **FUTHER 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 TEXON LIMITED)
acting by:)

Director: Neil Fleming

Secretary: David Gamble