

06-26-2001



101762438

To the Honorable Commissione

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6200
 State Street Bank and Trust Company, n/k/a The Citizen's Bank

Individual(s) _____ Association _____
 General Partnership _____ Limited Partnership _____
 Corporation-State Massachusetts
 Other _____

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

2. Name and address of receiving party(ies)
 Name: The Butcher Company
 Internal and Street Addresses:
67 Forest Street, Marlborough, MA 01752

Individual(s) citizenship _____
 Association _____

General Partnership _____
 Limited Partnership _____
 Corporation-State - Delaware

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 X No

3. Nature of conveyance:
 Assignment _____ Merger _____
 Security Agreement _____ Change of Name _____
 Other Termination and Release of Security Interests

Execution Date: March 17, 2001

4. Application number(s) or Trademark number(s):

A. Trademark Application No.(s):
See Attached Schedule B

B. Trademark Registration No.(s):
See Attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Leslie S. Miller, Esq.
 Internal Address: Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.
 Street Address: 1000 North Water Street, Suite 2100
 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 95

7. Total fee (37 CFR 3.41) \$ 2,390.00
 Enclosed
 Authorized to be charged to deposit account
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:
18-0882
 (Attach duplicate copy of this page if paying by deposit account)

06/26/2001 TDIQZ 00000164 2409316
 40.00 00
 2350.00 00

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.

Leslie S. Miller, Esq.
 Name of Person Signing

Signature

June 20, 2001
 Date

Total number of pages including cover sheet, attachments, and document: [18]

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

SCHEDULE A**LIST OF RELEASED TRADEMARKS****Registered Trademarks**

| | MARK | COUNTRY | REG. NO. | REG. DATE |
|-----|------------------------|----------------|-----------------|------------------|
| 1. | GOOFS AND CONSEQUENCES | U.S.A. | 2,409,316 | 11/28/2000 |
| 2. | BP | U.S.A. | 2,372,320 | 08/01/2000 |
| 3. | LEGEND | U.S.A. | 2,332,759 | 03/21/2000 |
| 4. | SPEEDBALL GLASS | U.S.A. | 2,324,379 | 02/29/2000 |
| 5. | QUEST 256 | U.S.A. | 2,324,136 | 02/29/2000 |
| 6. | SPEEDBALL 2000 | U.S.A. | 2,316,767 | 02/08/2000 |
| 7. | BREAKDOWN | U.S.A. | 2,321,434 | 02/02/2000 |
| 8. | PIPELINE | U.S.A. | 2,256,417 | 06/29/1999 |
| 9. | HEPTAGON | U.S.A. | 2,254,358 | 06/15/1999 |
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| 11. | CUTTING FORCE | U.S.A. | 2,198,012 | 10/20/1998 |
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| 22. | TOP SPIN | U.S.A. | 2,164,174 | 06/09/1998 |
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| 28. | SURE PASS | U.S.A. | 2,162,243 | 06/02/1998 |
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| 55. | OVER DRIVE | U.S.A. | 1,570,553 | 12/12/1989 |
| 56. | HOT SPRINGS | U.S.A. | 1,554,338 | 09/05/1989 |
| 57. | SPEEDBALL | U.S.A. | 1,550,663 | 08/08/1989 |
| 58. | TRANSFORMER | U.S.A. | 1,546,006 | 07/04/1989 |
| 59. | RELAY | U.S.A. | 1,546,005 | 07/04/1989 |
| 60. | GROUND OUT | U.S.A. | 1,545,093 | 06/27/1989 |
| 61. | IRON STONE | U.S.A. | 1,539,943 | 05/23/1989 |
| 62. | FIRST DEFENSE | U.S.A. | 1,525,054 | 02/21/1989 |
| 63. | BENCHMARK | U.S.A. | 1,517,733 | 12/27/1988 |
| 64. | ABOVE | U.S.A. | 1,517,732 | 12/27/1988 |
| 65. | TIME BUSTER | U.S.A. | 1,516,956 | 12/20/1988 |
| 66. | HIGH NOON | U.S.A. | 1,516,147 | 12/13/1988 |

| | MARK | COUNTRY | REG. NO. | REG. DATE |
|-----|-----------------------|----------------|-----------------|------------------|
| 67. | PULL OUT | U.S.A. | 1,514,257 | 11/29/1988 |
| 68. | FOUNTAINHEAD | U.S.A. | 1,514,256 | 11/29/1988 |
| 69. | HEAD START | U.S.A. | 1,511,449 | 11/08/1988 |
| 70. | LIGHTS UP | U.S.A. | 1,511,448 | 11/08/1988 |
| 71. | SUNBATH | U.S.A. | 1,510,633 | 11/01/1988 |
| 72. | BARE KNUCKLES | U.S.A. | 1,510,630 | 11/01/1988 |
| 73. | SPEEDTRACK | U.S.A. | 1,510,629 | 11/01/1988 |
| 74. | WATERTHANE | U.S.A. | 1,321,670 | 02/26/1985 |
| 75. | BOSTON POLISH | U.S.A. | 1,316,421 | 01/29/1985 |
| 76. | BUTCHER'S | U.S.A. | 1,309,570 | 12/18/1984 |
| 77. | TILE PRO | U.S.A. | 1,244,068 | 07/05/1983 |
| 78. | RAMSEY | U.S.A. | 1,116,539 | 04/17/1979 |
| 79. | PRE-OIL-BREAK | U.S.A. | 1,097,130 | 07/25/1978 |
| 80. | CRYSTALITE | U.S.A. | 775,949 | 08/25/1964 |
| 81. | BUTCHER'S ONE-STEP | U.S.A. | 736,625 | 08/28/1962 |
| 82. | FLOORBATH | U.S.A. | 731,948 | 05/28/1962 |
| 83. | GREEN STRIPE | U.S.A. | 729,924 | 04/17/1962 |
| 84. | WARCO LABORATORIES | U.S.A. | 679,395 | 05/26/1959 |
| 85. | SILA-HAND | U.S.A. | 675,362 | 03/10/1959 |
| 86. | BUTCHER'S | U.S.A. | 570,129 | 02/10/1953 |

SCHEDULE B**LIST OF RELEASED TRADEMARKS****Trademark Applications**

| | MARK | COUNTRY | APP. NO. | APP. DATE |
|----|----------------|----------------|-----------------|------------------|
| 1. | MORNING MIST | U.S.A. | 75/643,025 | 02/17/1999 |
| 2. | BARRICADE | U.S.A. | 75/635,548 | 02/05/1999 |
| 3. | OUTPOST | U.S.A. | 75/624,234 | 01/20/1999 |
| 4. | EZ POUR | U.S.A. | 75/541,469 | 08/24/1998 |
| 5. | BUILDING BLOCK | U.S.A. | 75/292,883 | 06/16/1997 |
| 6. | INSPIRE | U.S.A. | 75/213,307 | 12/16/1996 |
| 7. | BRANDBRIDGE | U.S.A. | 75/104,347 | 05/15/1996 |
| 8. | DIMENSION | U.S.A. | 74/577,787 | 09/23/1994 |
| 9. | CUTTING EDGE | U.S.A. | 74/281,800 | 06/5/1992 |

TERMINATION AND RELEASE OF SECURITY
INTERESTS IN CERTAIN TRADEMARKS

BY

STATE STREET BANK AND TRUST COMPANY, n/k/a THE CITIZEN'S BANK

TO

THE BUTCHER COMPANY

March 17, 2001

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| Section 2 | Termination and Release of the Security Interest | 2 |
| Section 3 | Acknowledgement and Acceptance | 2 |
| Section 4 | Representations | 2 |
| Section 5 | General Provisions | 3 |
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TERMINATION AND RELEASE OF SECURITY INTERESTS
IN CERTAIN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS (hereinafter referred to as the "Release") is made as of the 17th day of March, 2000 (hereinafter referred to as the "Effective Date"), by STATE STREET BANK AND TRUST COMPANY, n/k/a THE CITIZEN'S BANK, having its office at 225 Franklin Street, Boston, Massachusetts 02110 (hereinafter referred to as "RELEASER"), and THE BUTCHER COMPANY, a Delaware corporation having its principal place of business at 67 Forest Street, Marlborough, Massachusetts 01752 ("RELEASEE").

RECITALS

A. The Butcher Company, Inc. is the assignee of record of certain trademark registrations, trademark applications, and/or common law trademarks (herein referred to as "the Trademarks").

B. RELEASER is the grantee of record of certain security interests and liens in the Trademarks which were granted to RELEASER by The Butcher Company, Inc. by virtue of a Trademark Collateral Security and Pledge Agreement dated May 19, 1995 (recorded in the United States Patent and Trademark Office at reel 1370, frames 0504-0531), as amended in Amendment No. 1 to Trademark Collateral Security and Pledge Agreement dated December 11, 1998 (recorded in the United States Patent and Trademark Office at reel 1892, frames 0963-0980), and as further amended in Amendment No. 2 to Trademark Collateral Security and Pledge Agreement dated July 29, 1999 (recorded in the United States Patent and Trademark Office at reel 1938, frames 0262-0275) (which are collectively referred to herein as the "Security Interest Agreement").

C. The stock of The Butcher Company, Inc. has been acquired by RELEASEE's predecessor in interest, Butcher Acquisition Co., as of September 15, 2000, and all indebtedness, obligations, and liabilities of The Butcher Company, Inc. to RELEASER have been satisfied.

D. The Butcher Company, Inc. was merged into Butcher Acquisition Co. on September 22, 2000.

E. Butcher Acquisition Co. changed its name to The Butcher Company on September 22, 2000.

F. RELEASEE desires by execution of this Release to obtain a termination and release of RELEASER's security interests in the Trademarks and

all of RELEASER's rights, title, and interest in and to the Trademarks from RELEASER, and RELEASER desires by execution of this Release to grant such a termination and release of all of its security interests in and its rights, title, and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, RELEASER and RELEASEE mutually agrees as follows:

1. Definitions. As used herein, the following terms shall have the meanings set forth below:

1.1 Pledged Trademarks. The term "Pledged Trademarks" shall have the same meaning as does that term in the Security Interest Agreement.

1.2 Released Trademarks. The term "Released Trademarks" shall mean all Pledged Trademarks, including those trademark registrations, trademark applications, and/or common law trademarks listed in Appendix A attached hereto and made a part hereof, as well as any and all After-acquired Trademarks as that term is used in Section 6.1 of the Security Interest Agreement, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Termination and Release of the Security Interest. Subject to the terms, conditions, and limitations set forth herein, RELEASER hereby terminates and releases its security interest in and lien on the Released Trademarks, and RELEASER further assigns and transfers to RELEASEE, without recourse, RELEASER's entire rights, title, and interest in and to all of the Released Trademarks, effective as of the date set forth above.

3. Acknowledgement and Acceptance. RELEASEE hereby acknowledges and accepts the foregoing release and assignment by the RELEASER.

4. Representations.

4.1 Incorporation. Each party represents and warrants that it is a corporation or a limited liability company, as applicable, which is duly organized, validly existing and in good standing under the laws of the jurisdiction of its

incorporation or registration and has the full corporate power and authority to enter into this Release and perform its agreements and covenants to be performed hereunder.

4.2 Authority. Each party represents and warrants that the execution and delivery of this Release by it and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary corporate action and, when executed and delivered by it, this Release shall constitute the valid and legally binding agreement of it, enforceable against it in accordance with its terms.

4.3 Conflicts. Each party represents and warrants that neither the execution and delivery of this Release nor the consummation or performance by it of the transactions contemplated herein will violate any provision of its certificate of incorporation or by-laws or any law, rule, regulation, writ, judgment, injunction, decree, determination, award, or other order of any court, government or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of, any contract or agreement to which it is a party or by which it, or any of its assets and properties, is bound.

5. General Provisions.

5.1 Merger and Integration. This Release represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Release and any prior written negotiations or letters of intent with respect to, or drafts of, this Release. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

5.2 Severability. It is expressly agreed that if any term or provision of this Release which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Release or affecting the validity or enforceability of any of the terms or provisions of this Release in any other jurisdiction.

5.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

5.4 Relationship of the Parties. The relationship established between the parties by this Release shall be solely that of releaser/assignor and releasee/assignee. No principal-agent, joint venture, employment, or other relationship exists between RELEASER and RELEASEE. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

5.5 Counterparts; Facsimile Signatures. This Release may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Release may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Release as soon as possible thereafter.

5.6 Captions. The captions in this Release are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Release.

5.7 Recitals. The parties agree that the recitals prior to Section 1 of this Release are true and correct and are hereby incorporated herein by this reference.

5.8 Force Majeure. The parties agree that neither shall be deemed in default of its obligations under this Release to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that party shall promptly notify the other party of such fact in writing.

5.9 Governing Law. This Release shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA.

5.10 Recordation. RELEASER hereby grants to RELEASEE and its attorneys the authority and power to have this Release recorded in the U.S. Patent and Trademark Office.

IN WITNESS WHEREOF, this Release has been duly executed by the parties as of the date first written above.

**STATE STREET BANK AND
TRUST COMPANY, n/k/a
THE CITIZEN'S BANK**

THE BUTCHER COMPANY

By: David J. Costello
David J. Costello

By: Eric M. Schaub

Title: Vice President

Title: Vice President & Secretary

Date: May 11, 2001

Date: May 17, 2001

APPENDIX A

LIST OF RELEASED TRADEMARKS

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| 61. | IRON STONE | U.S.A. | 1,539,943 | 05/23/1989 |
| 62. | FIRST DEFENSE | U.S.A. | 1,525,054 | 02/21/1989 |
| 63. | BENCHMARK | U.S.A. | 1,517,733 | 12/27/1988 |
| 64. | ABOVE | U.S.A. | 1,517,732 | 12/27/1988 |
| 65. | TIME BUSTER | U.S.A. | 1,516,956 | 12/20/1988 |
| 66. | HIGH NOON | U.S.A. | 1,516,147 | 12/13/1988 |

| | MARK | COUNTRY | REG. NO. | REG. DATE |
|-----|-----------------------|---------|-----------|------------|
| 67. | PULL OUT | U.S.A. | 1,514,257 | 11/29/1988 |
| 68. | FOUNTAINHEAD | U.S.A. | 1,514,256 | 11/29/1988 |
| 69. | HEAD START | U.S.A. | 1,511,449 | 11/08/1988 |
| 70. | LIGHTS UP | U.S.A. | 1,511,448 | 11/08/1988 |
| 71. | SUNBATH | U.S.A. | 1,510,633 | 11/01/1988 |
| 72. | BARE KNUCKLES | U.S.A. | 1,510,630 | 11/01/1988 |
| 73. | SPEEDTRACK | U.S.A. | 1,510,629 | 11/01/1988 |
| 74. | WATERTHANE | U.S.A. | 1,321,670 | 02/26/1985 |
| 75. | BOSTON POLISH | U.S.A. | 1,316,421 | 01/29/1985 |
| 76. | BUTCHER'S | U.S.A. | 1,309,570 | 12/18/1984 |
| 77. | TILE PRO | U.S.A. | 1,244,068 | 07/05/1983 |
| 78. | RAMSEY | U.S.A. | 1,116,539 | 04/17/1979 |
| 79. | PRE-OIL-BREAK | U.S.A. | 1,097,130 | 07/25/1978 |
| 80. | CRYSTALITE | U.S.A. | 775,949 | 08/25/1964 |
| 81. | BUTCHER'S ONE-STEP | U.S.A. | 736,625 | 08/28/1962 |
| 82. | FLOORBATH | U.S.A. | 731,948 | 05/28/1962 |
| 83. | GREEN STRIPE | U.S.A. | 729,924 | 04/17/1962 |
| 84. | WARCO LABORATORIES | U.S.A. | 679,395 | 05/26/1959 |
| 85. | SILA-HAND | U.S.A. | 675,362 | 03/10/1959 |
| 86. | BUTCHER'S | U.S.A. | 570,129 | 02/10/1953 |

Trademark Applications

| | MARK | COUNTRY | APP. NO. | APP. DATE |
|----|----------------|---------|------------|------------|
| 1. | MORNING MIST | U.S.A. | 75/643,025 | 02/17/1999 |
| 2. | BARRICADE | U.S.A. | 75/635,548 | 02/05/1999 |
| 3. | OUTPOST | U.S.A. | 75/624,234 | 01/20/1999 |
| 4. | EZ POUR | U.S.A. | 75/541,469 | 08/24/1998 |
| 5. | BUILDING BLOCK | U.S.A. | 75/292,883 | 06/16/1997 |
| 6. | INSPIRE | U.S.A. | 75/213,307 | 12/16/1996 |
| 7. | BRANDBRIDGE | U.S.A. | 75/104,347 | 05/15/1996 |
| 8. | DIMENSION | U.S.A. | 74/577,787 | 09/23/1994 |
| 9. | CUTTING EDGE | U.S.A. | 74/281,800 | 06/5/1992 |