

02-05-2002



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MRD 1-24-02
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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): **The Chase Manhattan Bank, as Administrative Agent**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership

☐ Corporation-State

☒ Other New York Banking Corporation

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merge
☐ Security Agreement ☐ Change of Name

☒ Other Termination and Release of Security Interest in Trademark Rights Recorded at Reel 2198 Frame 0527

Execution Date: October 31, 2001

2. Name and address of receiving party(ies):

Name: Home Products International-North America, Inc.

Internal Address: _____

Street Address: 4501 West 47th Street

City: Chicago State: IL ZIP: 60632

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation-State Delaware

☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,155,343

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Robyn Greenberg, Esq.

Name of Person Signing

Robyn Greenberg
Signature

1/23/02
Date

Total number of pages comprising cover sheet: 7

02/04/2002 GT0N11 00000070 2155343

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40.00 OP

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

TRADEMARK
REEL: 002437 FRAME: 0278

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of October 31st, 2001, from The Chase Manhattan Bank, a New York banking corporation, as administrative agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Home Products International, Inc., Home Products International – North America, Inc. ("HPI-NA"), Selfix, Inc., Tamor Corporation, Seymour Housewares Corporation, Shutters, Inc. and Prestige Plastics, Inc.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of September 8, 1998, made by the Grantors (as defined therein) in favor the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on November 20, 1998 at Reel 001815 and Frame 0691;

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of December 14, 2000, among the Agent and HPI-NA (the "Conditional Assignment"), HPI-NA, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Conditional Assignment was recorded in the Trademark Division of the United States Patent & Trademark Office on December 19, 2000, at Reel 002198 and Frame 0527; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

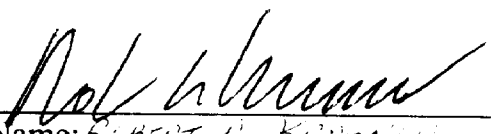
1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Conditional Assignment.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

THE CHASE MANHATTAN BANK

By: 
Name: ROBERT H. KRAMLICH
Title: VICE PRESIDENT

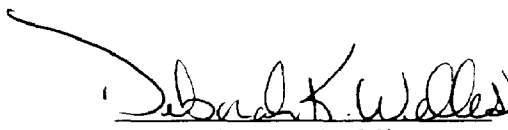
STATE OF Illinois)
COUNTY OF Cook)

SS.:

On this 31st day of October, 2001, before me personally appeared

Robert A. Krasnow

_____ to me known who, being by me duly sworn, did depose and say that
he/she is Vice President of The Chase Manhattan Bank, described herein and which
executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the
authority granted by The Chase Manhattan Bank.


Notary Public

(Affix Seal Below)

Schedule A

SCHEDULE A

U.S. Trademark Registrations and Applications

Name of Trademark

PEARLESCENT

Registration No.

2,155,343