

04-03-2002

BT



102033306

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **JPMorgan Chase Bank**
(f/k/a The Chase Manhattan Bank)

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other New York banking corporation

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

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

Name: Collins & Aikman Accessory Mats, Inc.

Internal Address: _____

Street Address: 5755 New King Court

City: Troy State: MI ZIP: 48098

- 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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Termination and Release of Security Interest in
Trademarks Recorded at Reel 2305 Frame 0166.

Execution Date: January 10, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

540,427 ; 878,835 ; 897,977 ; 876,702 ; 910,207
903,985 ; 707,894 ; 1,949,252 ; 1,175,323 ; 1,155,735

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: 10

7. Total fee (37 CFR 3.41): \$265.00

- 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

1/24/02
Date

01/30/2002 DBYRNE 00000307 540427

Total number of pages comprising cover sheet: 5

01 FC:441
02 FC:482

40.00 DP
225.00 DP

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

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Termination and Release") dated as of ~~December~~ ^{January 10, 2002}, 2001, from JP Morgan Chase Bank, formerly The Chase Manhattan Bank, as Administrative Agent, a New York corporation located 270 Park Avenue, New York, New York 10017 (the "Secured Party"), to Collins & Aikman Accessory Mats, Inc. (the "Pledgor"), a Delaware corporation located at 5755 New King Court, Troy, Michigan 48098.

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of February 23, 2001, among the Pledgor, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Administrative Agent for the Lenders (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on May 22, 2001, at Reel 002304, Frame 0166; and

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

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

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in the United States Trademarks listed on Schedule A, as attached hereto, and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with and symbolized by the foregoing; and

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

3. Further Assurances: The Secured Party 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.

JP MORGAN CHASE BANK,
as Administrative Agent

By: 
Name: **BRUCE BORDEN**
Title: **VICE PRESIDENT**

STATE OF New York)
) ss
COUNTY OF New York)

On the ^{January 2002} 10th day of ~~December~~, 2001, before me personally came

Bruce Boden, who is personally known to me to be the Vice President of JP MORGAN CHASE BANK; who, being duly sworn, did depose and say that ~~she~~he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Elsa V. Griffith
Notary Public

ELSA V. GRIFFITH
Notary Public, State of New York
No 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2003

SCHEDULE A

540,427
878,835
897,977
876,702
910,207
1,949,252
903,985
707,894
1,175,323
1,155,735