08-28-2002

102203655

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

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

1. Name of conveying party(ies):

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank)

8-26-02

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation - State of
☒ Other National banking association

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

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

Name: JPMORGAN CHASE BANK

Internal Address:

Street Address: 12875 Josey Lane

City: Dallas State Texas ZIP: 75234

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

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 Assignment of Liens

Execution Date: August 15, 2002

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

A. Trademark Application No(s).

B. Trademark registration No(s).

1,297,621

Additional numbers attached? ☐ Yes ☒ No

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

Name: Andrea Walker
Jenkens & Gilchrist, a Professional Corporation

Internal Address:

Street Address: 1445 Ross Avenue, Suite 3200

City: Dallas State: Texas Zip: 75202-2799

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.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

(Attach 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.

Andrea Walker
Name of Person Signing

Andrea Walker
Signature

August 20, 2002
Date

Total number of pages comprising cover sheet: 9

Dallas2 919375 v 1, 12283.00118

ASSIGNMENT OF LIENS

STATE OF WISCONSIN	'	
COUNTY OF BROWN	'	KNOW ALL MEN BY THESE PRESENTS THAT:
and	'	
STATE OF NORTH CAROLINA	'	
COUNTY OF CATAWBA	'	
and	'	
STATE OF SOUTH CAROLINA	'	
COUNTY OF CLARENDON	'	

This **ASSIGNMENT OF LIENS** (the "Assignment") dated as of August 15, 2002, is executed by **WACHOVIA BANK, NATIONAL ASSOCIATION** (formerly known as First Union National Bank), in its individual capacity and in its capacity as agent under the Prior Credit Agreement ("Wachovia") in favor of **JPMORGAN CHASE BANK** (individually herein, "JPMorgan"), as agent (in such capacity, herein "Agent").

RECITALS:

1. Tufco, L.P. a limited partnership duly organized and validly existing under the laws of the State of Delaware (the "Borrower"), Tufco Technologies, Inc., a corporation duly organized under the laws of the State of Delaware (the "Parent"), First Union National Bank (now Wachovia), as agent for the banks named therein (the "Prior Agent"), and Chase Bank of Texas, National Association (now JPMorgan) entered into that certain Credit Agreement dated August 28, 1998 (such agreement as amended by that certain First Amendment to Credit Agreement dated as of December 18, 1998, that certain Second Amendment to Credit Agreement dated as of July 10, 2000, that certain Waiver and Third Amendment to Credit Agreement dated as of May 15, 2001, that certain Waiver, Consent and Fourth Amendment dated as of April 19, 2002, that certain Fifth Amendment to Credit Agreement dated as of May 22, 2002 and that certain Sixth Amendment to Credit Agreement dated as of July 31, 2002, the "Prior Credit Agreement").

2. To secure the obligations of the Borrower arising in connection with the Prior Credit Agreement and other obligations owed to Wachovia in its individual capacity, the documents identified on Exhibit "A" hereto were executed and delivered (the "Lien Documents"). Certain of the Lien Documents cover the real property identified on Exhibit "B" attached hereto.

3. Pursuant to that certain Assignment and Acceptance dated August 15, 2002 (the "Assignment and Acceptance"): (i) the Prior Agent resigned as agent for the banks named in the Prior Credit Agreement, (ii) the Agent was appointed as agent for the banks named in the Prior Credit Agreement and (iii) Wachovia, in its individual capacity and in its capacity as the Prior Agent, agreed to assign to the Agent all of its rights, title and interest, in each such capacity, in among other things, the

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Lien Documents, the liens and security interests created in the property described therein (such property, herein the "Collateral").

4. In furtherance of the provisions of the Assignment and Acceptance, Wachovia desires to assign all of its right, title and interest in and to the Lien Documents and the Collateral to the Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, Wachovia hereby agrees as follows:

1. Assignment. Wachovia has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and does by these presents TRANSFER, ASSIGN, GRANT and CONVEY, unto the Agent all of its right, title and interest in and to the Lien Documents and the Collateral, together with all attendant liens, rights, titles, assignments and interests (including security interests) pertaining to or arising from the Lien Documents, ALL WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, except that Wachovia represents and warrants that (i) it is authorized to execute this document and perform its obligations hereunder and (ii) its rights under the Lien Documents are not subject to any lien or, to its knowledge, any other adverse claim.

2. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

3. Successors and Assigns. This Assignment is binding upon Wachovia and shall inure to the benefit of the Agent and its successors and assigns.

4. Further Assurances. Wachovia agrees to execute and deliver such further documentation as may be deemed necessary or desirable by the Agent to carry out the provisions and purposes of this Assignment and to preserve and perfect the liens and security interests of the Agent in the Collateral.

5. Entire Agreement. This Assignment embodies the final entire agreement of Wachovia and the Agent and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Assignment and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties. There are no oral agreements between the parties.

EXECUTED as of the 15th day of August 2002.

WACHOVIA BANK, NATIONAL ASSOCIATION
(formerly known as First Union National Bank), as agent
By: _____
Name: Donald J. Mathews
Title: Vice President

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STATE OF N.C. :

COUNTY OF Mecklenburg :

This instrument was SUBSCRIBED AND SWORN TO and ACKNOWLEDGED before me on the 15th day of August, 2002, by Donald J. Mathews, Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, on behalf of said association.

Kathy H. Ruston

Notary Public, State of North Carolina

[S E A L]

My Commission Expires:
10/23/2007

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When recorded, return to:

Leslie Lochhead
Jenkens & Gilchrist, P.C.
1445 Ross Avenue, Suite 3200
Dallas, Texas 75227-2799

EXHIBIT "A"
TO
ASSIGNMENT OF LIENS

Lien Documents

a. Personal Property Documents

1. Trademark Security Agreement dated August 28, 1998 between Tufco, L.P. and First Union National Bank, as agent, and recorded with the Patent and Trademark Office on October 13, 1998 at reel 1802 frame 0201.
2. In Lieu Financing Statement naming Tufco, L.P., as debtor, filed August 7, 2002 as No. 2197447-0 with the Delaware Secretary of State.
3. UCC-1 Financing Statements naming Tufco, L.P., as debtor, as described on Schedule 1 hereto.
4. In Lieu Financing Statement naming Tufco Tech, Inc., as debtor, filed August 7, 2002 as No. 2197457-9 with the Delaware Secretary of State.
5. In Lieu Financing Statement naming Technologies I, Inc., as debtor, filed August 7, 2002 as No. 2197463-7 with the Delaware Secretary of State.
6. In Lieu Financing Statement naming Tufco, Inc., as debtor, filed August 7, 2002 as No. 2197470-2 with the Delaware Secretary of State.
7. In Lieu Financing Statement naming TFCO, Inc., as debtor, filed August 7, 2002 as No. 2197475-1 with the Delaware Secretary of State.
8. Trademark Security Agreement dated August 28, 1998 between Foremost Manufacturing Company, Inc. and First Union National Bank and recorded with the Patent and Trademark Office recorded October 13, 1998 at reel 1801 frame 0633.
9. In Lieu Financing Statement naming Foremost Manufacturing Company, Inc., as debtor, filed August 8, 2002 as No. 20020084164F with the Missouri Secretary of State.
10. UCC-1 Financing Statements naming Foremost Manufacturing Company, Inc., as debtor, filed on 9/14/98 as No. 2956786 with the Missouri Secretary of State.
11. Trademark Security Agreement dated August 28, 1998 between Tufco Technologies, Inc. and First Union National Bank, as agent, and recorded with the Patent and Trademark Office recorded October 13, 1998 at reel 1802 frame 0185.
12. Patent Security Agreement dated August 28, 1998 between Tufco Technologies, Inc. and First Union National Bank, as agent, and recorded with the Patent and Trademark Office recorded October 13, 1998 at reel 9516 frame 0119.
13. In Lieu Financing Statement naming Tufco Technologies, Inc., as debtor, filed August 7, 2002 as No. 2197453-8 with the Delaware Secretary of State.

b. 1205 Burris Road, Newton, North Carolina

14. Amended and Restated Deed of Trust, Security Agreement and Fixture Filing dated as of February 7, 1997 by Tufco, L.P. to John E. Herald, Trustee, for the benefit of Bank One, Wisconsin, recorded September 4, 1997, at 10:55 a.m. in the office of the Register of Deeds of Catawba County, North Carolina in book 2046 at page 699, which amended and restated that certain Deed of Trust, Security Agreement and Fixture Filing recorded August 23, 1995, at 1:32 p.m. in the office of the Register of Deeds of Catawba County, North Carolina in book 1942 at page 424.
15. Assignment of Liens filed in Catawba County, North Carolina on December 8, 1998, in Book 2199, Page 157.

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16. First Modification of Amended and Restated Deed of Trust, Security Agreement and Fixture Filing dated as of August 28, 1998 between Tufco, L.P. and First Union National Bank, recorded December 31, 1998, at 2:30 p.m. in the office of the Register of Deeds of Catawba County, North Carolina in book 2123 at page 1592.

c. 119 Cedar Street, Manning, South Carolina

17. Mortgage and Security Agreement dated as of August 28, 1998 by Tufco, L.P. for the benefit of First Union National Bank, recorded January 15, 1999, at 10:10 a.m. in the Office of the Clerk of Court for Clarendon County, South Carolina in book 354 at page 163.

d. 3161 South Ridge Road, Green Bay, Wisconsin

18. Mortgage and Security Agreement dated as of May 1, 1992, by Tufco Industries, Inc. (predecssor to Tufco, L.P.) for the benefit of Bank One, Milwaukee, National Association recorded in the Office of the Register of Deeds for Brown County, Wisconsin on May 3, 1992 in Jacket 18467 Records Image 34, as Document 1288579.
19. Assignment of Mortgage by Bank One, Wisconsin (formerly Bank One, Milwaukee, National Association) dated as of March 4, 1999, recorded in the office of the Register of Deeds of Brown County, Wisconsin on April 20, 1999 as Document No. 1688835.

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EXHIBIT "B"
TO
ASSIGNMENT OF LIENS

Property Descriptions

(attached hereto)

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SCHEDULE 1
TO
ASSIGNMENT OF LIENS

Previously Filed Fixture Filings

Jurisdiction	Date Filed	File Number
a. Catawba County, NC	9/18/98	98-2476
b. Clarendon Co., SC	9/14/98	980000481
c. Clarendon Co., SC	5/19/97	97000348
d. Dallas Co., TX	9/14/98	98179/02663
e. Brown Co., WI	9/14/98	670355

RECORDED: 08/26/2002

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