

01-15-2003



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼

102338507 ▼

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

1. Name of conveying party(ies): 1-10-03
Fleet National Bank
(successor in interest to The First National Bank of Boston)

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

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

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

Execution Date: November 20, 2002

2. Name and address of receiving party(ies)
Name: Samuel Cabot Incorporated
Internal Address: _____
Address: _____

Street Address: 100 Hale Street
City: Newburyport State: MA Zip: 01950

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

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 No

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

A. Trademark Application No.(s)
n/a

B. Trademark Registration No.(s)
224,166
224,937

Additional number(s) attached Yes No

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

Name: Kimberly B. Herman, Esq.

Internal Address: _____

Street Address: Sullivan & Worcester LLP

One Post Office Square

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500751

(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.

Kimberly B, Herman, ESq.

Name of Person Signing

Kimberly B Herman
Signature

1/10/03

Date

01/14/2003 LMWELLER 00000135 500751 224166

Total number of pages including cover sheet, attachments, and document: 3

01 FC 8521 40.00 CH
02 FC 8522 25.00 CH

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

TRADEMARK
REEL: 002648 FRAME: 0820

OFFICE OF PUBLICATION RECORDS
2003 JAN 10 PM 4: 04
FINANCE SECTION

TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL ASSIGNMENT

THIS TERMINATION AND RELEASE OF TRADEMARK COLLATERAL ASSIGNMENT (hereinafter referred to as the "Release") made as of this 26 day of November, 2002 by FLEET NATIONAL BANK (successor in interest to The First National Bank of Boston), with an office at 100 Federal Street, Boston, Massachusetts (the "Assignee") and SAMUEL CABOT INCORPORATED, a Massachusetts corporation, with its principal place of business at 100 Hale Street, Newburyport, Massachusetts (the "Assignor").

WHEREAS, Assignee and Assignor are parties to a certain Trademark Collateral Assignment dated as of February 1, 1994 and amended as of August 16, 1996 (the "Assignment Agreement"); and

WHEREAS, Assignor and Assignee agreed on or about January 30, 1998 to terminate the Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration heretofore received, Assignee hereby confirms and agrees that it has released its security interest in the Assigned Material (as defined in the Assignment Agreement and as set forth in Exhibit A attached hereto and made a part hereof) and acknowledges and agrees that all assignments, hypothecations and rights to assignments and hypothecations made by Assignor to the Assignee under the Assignment Agreement were terminated as of January 30, 1998.

Assignee agrees to execute and deliver to Assignor any statement, assignment, instrument, document, agreement, notice, or other paper and take other action that the Assignor may from time to time reasonably determine to be necessary or desirable in order to confirm the termination of the Assignment Agreement.

This Release and Termination shall inure to the benefit of the Assignor, its successors and assigns, and shall be binding upon and be enforceable against the Assignee and its respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Assignee has caused this Release and Termination to be executed as an instrument under seal as of the first date written above.

FLEET NATIONAL BANK
(successor to THE FIRST NATIONAL
BANK OF BOSTON)

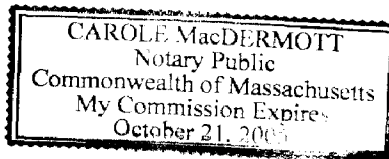
By: Daniel M. G... ..
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 20th day of November, 2002, before me personally appeared Daniel M. G... .., who, being by me duly sworn, did say that he is an officer of Fleet National Bank and that said above instrument was signed and sealed on behalf of said bank by authority of its board of directors and he acknowledged said instrument to be his free act and deed as such officer.

Carole MacDermott
Notary Public
My commission expires:



By: Bobor
Title: Ass't Clerk

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 20th day of November, 2002, before me appeared Christopher Cabot to me personally known, who, being by me duly sworn, did say that he is the Assistant Clerk, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said Christopher Cabot acknowledged said instrument to be the free act and deed of said corporation.

Elaine M. Broderick
Elaine M. Broderick

Notary Public
My commission expires: 4/1/05

Trademarks United States

CABOT'S (Reg. No.) 224,166

CABOT'S (Reg. No.) 224,937

Trademarks Canada

CABOT'S (Reg. No.) 008,577

Trademarks Australia

CABOT'S (Reg. No.) B213,057

CABOT'S (Reg. No.) A281,378