

03-25-2003

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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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):

Heller Financial, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State a Delaware corporation Other

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

2. Name and address of receiving party(ies)

Name: Texwood Furniture, Ltd.

Internal Address:

Street Address: 1302 Industrial Boulevard

City: Temple State: TX Zip: 76503

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Texas 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Interests

Execution Date: January 30, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,796,603

Additional number(s) attached Yes No

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

Name: David Pierce, Esq.

Internal Address:

O'Melveny & Myers LLP

25th Floor

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94110

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:

500639

(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.

David Pierce, Esq.

Name of Person Signing

Signature

3/21/03

Date

6

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

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

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TRADEMARK REEL: 002698 FRAME: 0300

TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made and entered into as of this 30th day of January, 2003 (the "Release Date") by and among HELLER FINANCIAL, INC., acting on its own behalf and as agent for the Lenders ("Agent"), and is for the benefit of TEXWOOD FURNITURE, LTD., a Texas limited partnership ("Texwood"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

Recitals:

A. WHEREAS, Midwest Folding Products Corp., (the "Borrower"), Agent and certain lenders are parties to that certain Amended and Restated Credit Agreement dated April 18, 1997 (as amended, restated or otherwise modified, the "Credit Agreement");

B. Borrower and certain of its subsidiaries (including Texwood) granted to Agent for itself and as agent for the Lenders certain security interests in and to certain trademark license rights, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names and trade dress identified on Schedule A attached hereto (collectively, the "Trademark") pursuant to that certain Trademark Security Agreement, dated as of October 30, 2000, between Texwood and Agent (as amended, restated or otherwise modified, the "Trademark Security Agreement");

C. The Trademark Security Agreement includes a grant of security interest in and to the Trademark owned by Texwood; and

D. Agent, pursuant to this Release, on behalf of itself and as agent for the Lenders, does hereby evidence its termination and release of any and all security interests in any Trademark.

Release:

NOW, THEREFORE, in reliance on the above recitals for and in consideration of the premises, provisions and covenants as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Agent, by and for itself and as agent for and on behalf of the Lenders, and Texwood hereby agree as follows:

1. Release of Security Interests. Effective as of the Release Date, Agent, by and for itself and as agent for and on behalf of the Lenders, hereby irrevocably and forever terminates, releases and discharges from any and all interests and obligations to Agent and the Lenders pursuant to the Trademark Security Agreement with respect to any and all security interests in and any pledge of or lien upon, in and to any Trademark, including without limitation, (i) any and all trademark applications, service mark applications, trademark registrations, service mark registrations, trade names, brands and trade dress, including the marks, applications and

registrations thereof identified on Schedule A, attached hereto and incorporated herein by this reference.

2. Worldwide Scope of Release. By this Release, Agent, by and for itself and as agent for and on behalf of the Lenders, intends to and hereby does terminate, release and discharge any and all rights, titles and interests, in any jurisdiction anywhere in the world, of Agent and/or the Lenders in and to any trademark under the Trademark Security Agreement.

3. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for Texwood or any of its subsidiaries and/or affiliates with the U.S. Patent and Trademark Office and with any other agency, office or authority in any jurisdiction.

4. Further Actions. Agent, for itself and as Agent for the Lenders, further agrees, at Texwood's expense, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Texwood or any of its subsidiaries and/or affiliates or any third party with a valid security interest in the Trademark may reasonably require to effect the intent and purpose of this Release.

[signature page follows]

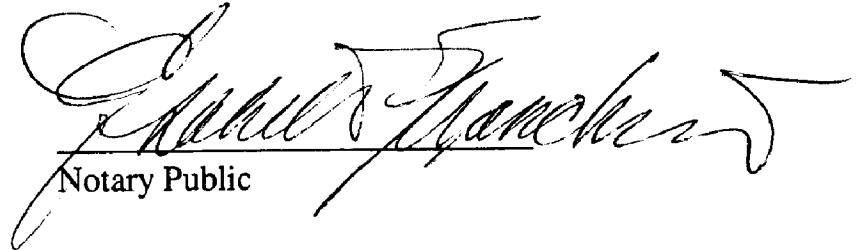
IN WITNESS WHEREOF the parties have executed this Release as of the date above set forth.

**HELLER FINANCIAL, INC., for itself,
and as Agent for the Lenders**

By:  _____
Its: Duly Authorized Signatory

STATE OF CALIFORNIA)
SONOMA)
COUNTY OF SAN FRANCISCO)

On this 30 day of January, 2003 before me personally appeared RAULDA J BUBA, to me known who, being by me duly sworn, did depose and say that she/he is DUPLICATE of FRANCHINI Heller Financial, Inc. described herein and which executed the foregoing instrument and that she/he signed her/his name thereto pursuant to the authority granted by Heller Financial, Inc.


Notary Public



Schedule A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>First Use</u>	<u>Goods</u>
Holbrook	1796603	10-5-93		wholesale distributorship of children's furniture