RADE   Name	RECORDATION FOR	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Trail be thoromorbic Commissional of Patenta and Trademarks: Please record the attached original documents or copy derived.  The technomorbic Commissional of Patenta and Trademarks: Please record the attached original documents or copy derived.  The technomorbic Commissional Parix, as Administrative Agent Incividual(s)  Administrative Agent Incividual(s)  Corporation State  Other Nettorial Banking Association  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Additional name(s) of conveying party(ins) attached? [Voc. Viol. 1]  Execution Date: September 12, 2003  A. Application number(s) or registration of Security in the funded seales, educated seales,	tev. 10/02) TRADEWIAF	TROUND V
Name: of conveying party(les): Washovis Bank, National Association, as successor to First Union National Plank, as successor to First Union National Plank, as sudministrative Again Individual(s)	Tylo settings ⇔⇔ ♥	the extraphysic original documents or copy thereof.
Name: of conveying party(les):  Woshovis Bank, National Association, as successor to First Union National Association, as successor to First Union National Bank, as Administrative Agent Individual(s):  General Portnership Limited Partnership Corporation State  Other National Banking Association  Additional name(s) of conveying party(les) attached? [Yee ] No    Nature of conveyance:  Additional name(s) of conveying party(les) attached? [Yee ] No    Nature of conveyance:  Assignment Contravation State   Limited Partnership    Security Agreement   Merger    Security Agreement   Change of Namo    Worther Termination of Security Inherest    Another Termination of Security Inherest    A reademark Application number(s) or repikiration number(s):  A Trademark Application No. (s)    A. Application number(s) or repikiration number(s):  A Trademark Application No. (s)    Name: Anchrea M. Bond   No. (s)    Signature    No. One    Authorized to be charged to deposit account number:  One    One    Individual(s) bilityone Corporation Additional Address: 4 Sammons Court    Chy. Bolimytrook   State    New York    Other   Description State    Other   Description State    New York    O	To the Honorable Commissioner of Patenta and Trademarks. F	Reaso rooord the suscillary organization posturing)
Application number(s) or registration number(s):  A Trademark Application No.(s)	Name of conveying party(les):  Wachovia Bank, National Association, as successor to First Union National Bank, as Administrative Agent	Name: J.A. Preston Corporation, Grantor  Name: J.A. Preston Corporation, Grantor  Internal Address: Clo AbilityOne Corporation  Street Address: 4 Sammons Court  City: Bolimybrook State: IL Zip: 60440-4989  Individual(s) citizonship  Association  General Partnership  Limited Partnership  Limited Partnership  V Corporation-State New York  Other  If assigned is not domiciled in the United States, a domoctic representative designship is attacked: You No representative designship is attacked: You Sangapage (No)
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Andrea M. Bond  Internal Address: Briggs and Morgan, P.A.  2200 IDS Center  2200 IDS Center  Enclosed  Authorized to be charged to deposit account  Street Address: 80 South Eighth Street  O23732  City: Minneapolis State: MN Zip: 554002  Do Not USE THIS SPACE  3. Signature.  Andrea M. Bond  Signature  Signature  5. Total number of applications and features involved:	Application number(s) or registration number(s):     A Trademark Application No.(s)	
Street Address:  80 South Eighth Street  City: Minneapolis  State: MN Zip: 55402  Andrea M. Bond  Signature  Fregistrations involved:  7. Total tee (37 CFR 3.41)		attachedtos et applications and
Internal Address: Briggs and Morgan, P.A.  2200 IDS Center  Authorized to be charged to deposit account  8. Deposit account number:  023732  City: Minneapolis State: MN Zip: 55402  DO NOT USE THIS SPACE  9. Signature.  Andrea M. Bond  Andrea M. Bond  Date  Date	concerning ducument anobid be malaxis	registrations involved:
Street Address: 80 South Eighth Street 8. Deposit secount number: 023732  City: Minneapolis State: MN Zip: 55402  DO NOT USE THIS SPACE  9. Signature.  Andrea M. Bond Signature 5.	Internal Address: Briggs and Morgan, P.A.	
9. Signature.  Andrea M. Bond  Andrea M. Bond  Signature  5		8. Deposit account number:
Andrea M. Bond 10-30-03 Signature 5	City: Minneapolis State: MN Zip: 55402	USE THIS SPACE
Signature 5	1	ndualismal 10-20-03
Name of Porson Signing  Total number of names including cover sheet, attachments, and documents.	Courses Vigotion	Signature (5

Mail documents to be recorded with required cover sheet information to Commissioner of Fatent & Trademerks, Box Assignments Waghington, D.C. 20231

> TRADEMARK REEL: 002733 FRAME: 0301

# TERMINATION OF SECURITY INTEREST (Trademarks)

This TERMINATION OF SECURITY INTEREST, dated as of September 12, 2003, is made by Wachovia Bank, National Association (successor to First Union National Bank), as Administrative Agent for the Lenders (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of March 27, 2002 (as amended, restated, modified, or supplemented from time to time, the "Credit Agreement"), among AbilityOne Corporation, a Michigan corporation, AbilityOne Products Corp., a Delaware corporation, the Domestic Subsidiaries of AbilityOne Corporation from time Corp., a Delaware corporation, without limitation, J.A. Preston Corporation, a New York to time party thereto, including, without limitation, J.A. Preston Corporation, the Corporation (the "Grantor"), the lenders from time to time party thereto and the Agent, the Lenders agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition to the obligations of the Lenders to make their respective Loans and to issue Letters of Credit under the Credit Agreement, the Grantor has granted a security interest in certain personal property to the Agent, for itself and the ratable granted a security interest in certain Security Agreement dated as of March 27, 2002 benefit of the Lenders, pursuant to that certain Security Agreement dated as of March 27, 2002 benefit of the Lenders, pursuant to that certain Security Agreement (as amended, modified, extended or restated from time to time, the "Security Agreement");

WHEREAS, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor executed and delivered to the Agent, in favor of the Agent and for the ratable benefit of the Lenders, that certain Trademark Security Agreement, thereby granting a continuing first priority Lenders, that certain Trademark Security Agreement, thereby granting a continuing first priority Lenders in all of the Grantor's right, title and interest in certain Trademarks and Trademark Licenses; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademarks and Trademark Licenses, including, without limitation, Trademarks and Trademark Licenses identified on <u>Schedule</u> I hereto, as herein provided;

NOW, THEREFORE, for valuable consideration, the Agent hereby terminates and releases all mortgages, liens and security interests granted to the Agent in the following Trademarks and Trademark Licenses:

- all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a
  party including those referred to on <u>Schedule I</u> hereto; and
- all Accessions, Proceeds and products of any and all of the foregoing.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK REEL: 002733 FRAME: 0302 IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

WACHOVIA BANK, NATIONAL ASSOCIATION

Ву:

Name:

Title:

Signature Page to Termination of Security Interest

> TRADEMARK REEL: 002733 FRAME: 0303

### Schedule I

## to Termination of Security Interest

### TRADEMARKS

#### U.S. Trademark:

		Registration Date
	Mark Registration No.	KCZ1311 delv
	Mark Registration 1/2-	March 14, 1989
l.		March 14, 1507
		1071
1	1 A B 1 A B 2	July 27, 1971
ì		July 271
	PRESTON	September 16, 1961
	110ES TON 0.000 A40	September 19, 120, 120, 120
	TRESTON 0,722,042	10.70
		September 16, 1975
ì	PRESTON WEIGHT 020.795 1,020,795	Schono v - v
<u> </u>	THE RESTORATOR 1,0/0,793	June 27, 1995
Į.	THE RESTORTION - 000 140	June 27, 1995
l	THE RESTORATION 1,902,148	<u> </u>
	**************************************	May 20, 1986
1	1,393,930	101219 200, 150-
	TROPIC PAC 1,393,930	
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