

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

Form FTO-1594  
(Rev. 10/02)  
OMB No. 0851-0027 (exp. 6/30/2005)

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

<p><b>1. Name of conveying party(ies):</b> Wachovia Bank, National Association, as successor to First Union National Bank, as Administrative Agent</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation State  <input checked="" type="checkbox"/> Other <u>National Banking Association</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> Name: <u>J.A. Preston Corporation, Grantor</u> Internal Address: <u>c/o AbilityOne Corporation</u></p> <p>Street Address: <u>4 Sammons Court</u> City: <u>Bolingbrook</u> State: <u>IL</u> Zip: <u>60440-4989</u></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation State <u>New York</u>  <input type="checkbox"/> Other</p> <p><small>If assurance is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p><b>3. Nature of conveyance:</b></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Termination of Security Interest</u></p> <p>Execution Date: <u>September 12, 2003</u></p>	<p><b>4. Application number(s) or registration number(s):</b></p> <p>A. Trademark Application No.(s) _____          _____          _____</p> <p>B. Trademark Registration No.(s) <u>1,529,453;</u>  <u>917,124; 722,042; 1,020,795</u>  <u>1,902,148; 1,393,930</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>5. Name and address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Andrea M. Bond</u>          Internal Address: <u>Briggs and Morgan, P.A.</u>  <u>2200 IDS Center</u></p> <p>Street Address: <u>80 South Eighth Street</u></p> <p>City: <u>Minneapolis</u> State: <u>MN</u> Zip: <u>55402</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">6</span></p> <p><b>7. Total fee (37 CFR 3.41):</b> \$ <u>165.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><b>8. Deposit account number:</b>  <u>023732</u></p>
<b>DO NOT USE THIS SPACE</b>	
<p><b>9. Signature.</b></p> <p style="text-align: center;"><u>Andrea M. Bond</u>      <u>Andrea M. Bond</u>      <u>10-10-03</u>          Name of Person Signing      Signature      Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">5</span></p>	

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box 44191  
 Washington, D.C. 20251

CH 3165-00 028762 1028105

**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 to time party thereto, including, without limitation, J.A. Preston Corporation, a New York 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 benefit of the Lenders, pursuant to that certain Security Agreement dated as of March 27, 2002 (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 security interest 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 Schedule 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:

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

[SIGNATURE PAGE FOLLOWS]

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

By: *[Signature]*  
Name: *Leanne S. Phillips*  
Title: *Vice President*

Signature Page to Termination of Security Interest

Schedule I  
to Termination of Security Interest

TRADEMARKS

U.S. Trademark:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
JAMAR	1,529,453	March 14, 1989
PRESTON	0,917,124	July 27, 1971
PRESTON WEIGHT CADDY	0,722,042	September 16, 1961
THE RESTORATOR	1,070,795	September 16, 1975
TORTOISE SHELL	1,902,148	June 27, 1995
TROPIC PAC	1,393,930	May 20, 1986

CH:1357430.1

RECORDED: 10/20/2003

TRADEMARK  
REEL: 002733 FRAME: 0304  
\*\* TOTAL PAGES: 16 \*\*