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SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Release of Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FB Commercial Finance, Inc.		05/28/2004	CORPORATION: MISSOURI

#### RECEIVING PARTY DATA

Name:	Tubular Textile LLC
Street Address:	P.O. Box 2097
City:	Lexington
State/Country:	NORTH CAROLINA
Postal Code:	27293
Entity Type:	limited liability company: GEORGIA

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0842831	TUBE-TEX
Registration Number:	0290179	TUBE-TEX
Registration Number:	2584237	PRO-PAD - DELTA-PLUS

#### CORRESPONDENCE DATA

(317)713-3699 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

317-713-3500 Phone:

shale@sbalawyers.com Email: Correspondent Name: Stephanie A. Hale One Indiana Square Address Line 1:

Suite 3500 Address Line 2:

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: 10448/7751

NAME OF SUBMITTER: Stephanie A. Hale

**Total Attachments: 5** 

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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE dated as of May <u>28</u>, 2004, from FB COMMERCIAL FINANCE, INC., a Missouri corporation, (the "<u>Grantee</u>") to TUBULAR TEXTILE LLC, a Georgia limited liability company (the "<u>Grantor</u>").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of December 26, 2000, the Grantee and the Grantor have executed a Trademark Security Agreement dated as of December 26, 2002, and recorded in the United States Patent and Trademark Office at Trademark Reel 002650 Frame 0362, and including any amendments thereto, (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, a Security Interest (as defined in the Security Agreement) was granted by the Grantor to the Grantee in Trademark Collateral (as defined in the Security Agreement), including without limitation, those trademark registrations and applications for trademark registrations listed on the Schedule attached hereto;

WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby states as follows:

- 1. <u>Release of Security Interest</u>. The Grantee hereby terminates, releases and discharges its Security Interest in and any and all claims against the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.
- 2. <u>Further Assurances</u>. The Grantee hereby confirms that there is currently no Event of Default and agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by its duly authorized officers as of the date first above written.

FB COMMERCIAL FINANCE, INC., as Grantee

Name: CAEGO HER TEL

Title: VICE PLESIDENT

TUBULAR TEXTILE LLC, as Grantor

Name: VINCENT & WARRICK

Title: VICE PRESLABIT

# **SCHEDULE**

REGISTERED TRADEMARKS			
Country	Mark	Reg. No.	Date
U.S.	PRO-PAD-DELTA- PLUS	2,584,237	6/25/02
U.S.	DYROL	1,297,392	9/25/84
U.S.	TUBE-TEX (stylized)	290,179	12/22/31
U.S.	TUBE-TEX (stylized)	842,831	1/23/68
U.S.	PAK-NIT (& Des.)	770,404	5/26/64
Australia	TUBE-TEX (stylized)	A154471	6/18/59
Benelux	TUBE-TEX	62,736	9/24/71
Bosnia-Herzegovina	PAK-NIT	BAZR983024A	8/15/00
Brazil	TUBE-TEX (Stylized)	810101998	3/22/83
Canada	TUBE-TEX (Stylized)	157,008	5/31/68
Canada	REELAX-JET (Stylized)	117,339	3/25/60
Canada	TUBE-TEX (Stylized)	100,588	5/6/55
Croatia	PAK-NIT	Z-950865	8/15/80
France	TUBE-TEX	1389543	2/9/67
France	PAK-NIT (Stylized)	1411628	3/21/62
Indonesia	PAK-NIT	433898	10/29/99
Indonesia	PAK-NIT	433899	10/29/99
Ireland	TUBE-TEX (Stylized)	B74485	2/21/67
Italy	TUBE-TEX	792387	2/9/67

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apan	PAK-NIT (Katakana)	808383	2/19/69
Japan	PAK-NIT	616143	6/5/63
Japan	PAK-NIT	612048	5/13/63
Japan	TUBE-TEX	820824	6/10/69
Macedonia	PAK-NIT	4594	8/15/80
Mexico	TUBE-TEX (Stylized)	99256	10/24/59
Mexico	TUBE-TEX	167678	4/29/71
Philippines	TUBE-TEX (Stylized)	1384	10/11/54
Singapore	PAK-NIT	57490	4/4/73
Slovenia	PAK-NIT	Z-9570404	3/29/95
U.K.	TUBE-TEX (Stylized)	580653	10/15/37
U.K.	TUBE-TEX (Stylized)	906723	3/14/67
Yugoslavia	PAK-NIT	24801	8/15/80
Puerto Rico	PAK-NIT (Stylized)	6911	4/17/63
Puerto Rico	PAK-NIT (Stylized)	6912	4/17/63
U.S.	PAK-NIT (Stylized)	738,717	10/2/62
U.S.	JEM GLO	978,505	2/12/74
U.S.	Misc. Design	1,012,548	6/3/75
U.S.	PAK-NIT (Stylized)	739,418	10/16/62

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PENDING TRADEMARKS			
Country	Mark	App. No.	Filing Date
U.S.	PAK-NIT	76/492,218	2/19/03
Canada	PAK-NIT	1167510	2/14/03

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**RECORDED: 06/04/2004**