

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest/Release of Mortgage
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TT Machinery Holdings, Inc.		05/28/2004	CORPORATION: DELAWARE

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: 2		
Property Type	Number	Word Mark
Registration Number:	0842831	TUBE-TEX
Registration Number:	0290179	TUBE-TEX

CORRESPONDENCE DATA	
Fax Number:	(317)713-3699
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-713-3500
Email:	shale@sbalawyers.com
Correspondent Name:	Stephanie A. Hale
Address Line 1:	One Indiana Square
Address Line 2:	Suite 3500
Address Line 4:	Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	10448/7751
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NAME OF SUBMITTER:	Stephanie A. Hale
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Total Attachments: 4
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TERMINATION AND RELEASE OF TRADEMARK MORTGAGE

This TERMINATION AND RELEASE dated as of May 28, 2004, from TT MACHINERY HOLDINGS, INC., a Delaware corporation, (the "Assignee") to TUBULAR TEXTILE LLC, a Georgia limited liability company (the "Mortgagor").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 19, 1999, the Mortgagor and Fleet Capital Corporation, a Rhode Island corporation, as agent ("Fleet") executed a Trademark Mortgage dated as of February 19, 1999, and recorded in the United States Patent and Trademark Office at Trademark Reel 001862 Frame 0098, and including any amendments thereto, (the "Trademark Mortgage");

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

WHEREAS, in connection with that certain Loan Purchase and Sale Agreement dated as of August 29, 2002, Fleet executed that certain Assignment of Trademark Mortgage dated as of August 29, 2002, and recorded in the United States Patent and Trademark Office at Trademark Reel 002640 Frame 0187 and Reel 002594 Frame 0548, and including any amendments thereto, (the "Trademark Mortgage Assignment");

WHEREAS, pursuant to the Trademark Mortgage Assignment, Fleet assigned all of its rights and obligations in, to and under the Trademark Mortgage to Assignee;

WHEREAS, the Assignee now desires to terminate and release the entirety of its Security Interest in the Trademarks;

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

1. Release of Security Interest. The Assignee hereby terminates, releases and discharges its Security Interest in and any and all claims against the Trademarks, and any right, title or interest of the Assignee in such Trademarks shall hereby cease and become void.
2. Further Assurances. The Assignee 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.

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

TT MACHINERY HOLDINGS, INC., as Assignee

By: Vincent E Warrick
Name: VINCENT E WARRICK
Title: VICE PRESIDENT

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

Japan	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
U.S.	PAK-NIT (Stylized)	738,717	10/2/62
U.S.	PAK-NIT (Stylized)	739,418	10/16/62
U.S.	PADROL	705,953	10/18/60
U.S.	REELAX-JET	692,774	2/9/60

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