# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fleet National Bank	f/k/a Fleet National Bank of Connecticut, successor by merger to Fleet Bank of Massachusetts, N.A., as successor in interest to Fleet Credit Corporation	12/15/2004	a national banking association:

### **RECEIVING PARTY DATA**

Name:	Rutland Plastic Technologies, Inc.		
Street Address:	10021 Rodney Street		
City:	Pineville		
State/Country:	NORTH CAROLINA		
Postal Code:	28134		
Entity Type:	CORPORATION: DELAWARE		

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1553383	RUTLAND

### **CORRESPONDENCE DATA**

Fax Number: (312)701-7711

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

Phone: 3127017237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore Address Line 1: P.O. Box 2828

Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER: Christopher Dore

Total Attachments: 3

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### RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of December 15<sup>th</sup>, 2004 (this "Release") is made by Bank of Fleet National Bank, f/k/a Fleet National Bank of Connecticut, successor by merger to Fleet Bank of Massachusetts, N.A., as successor in interest to Fleet Credit Corporation, a national banking association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Security Agreement, dated as of March 23, 1993 and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among Rutland Plastic Technologies, Inc., a Delaware corporation, (the "Debtor") and the Secured Party;

## WITNESSETH:

WHEREAS, as part of the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in the Debtor's United States trademark identified in the attached schedule (the "Trademark");

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Trademark, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Trademark; (iii) restore all right, title and interest in and to the Trademark, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Trademark, and discharges, quit claims and relinquishes unto Rutland Plastic Technologies, Inc., (in each case

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without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

Fleet National Bank as Secured Party

Name: James C. Silva

Title: Managing Director

# **Trademark Schedule**

Mark	Reg. No.	Reg. Date
RUTLAND	1553383	8/29/1989

TOTAL P.04