

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)		11/17/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association:

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	76438001	T/C TRAX
Serial Number:	76438000	T/C TRAX
Registration Number:	2510932	FTO
Registration Number:	2449854	FTO
Registration Number:	2065745	FMW FOAM MANUFACTURERS WAREHOUSE
Registration Number:	1657801	ESDAX
Registration Number:	1370139	FCE
Registration Number:	1247133	ODORPEDIC
Registration Number:	0803201	UNI-PAK SHOCK MOUNT
Registration Number:	2305916	E-CUBES
Registration Number:	2351369	E-CUBES
Registration Number:	2274472	TITE-FILL
Registration Number:	2183857	BRITE-NUTS

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Registration Number:	2183856	B NUTS
Registration Number:	2183855	TUFF-NUTS
Registration Number:	2083431	E NUTS
Registration Number:	2185678	SUPERFORMED
Registration Number:	2185677	SUPERFOAM
Registration Number:	2189145	SHIRFORMED
Registration Number:	2222290	SHIRFORGED
Registration Number:	2339531	SUPERWELD
Registration Number:	2287991	SIMCOSWIFT
Registration Number:	1480466	BUR-BEAVER
Registration Number:	1468002	STOP FILING LET THE BEAVER DO IT!
Registration Number:	1451780	MICRO-GRIND
Registration Number:	1449319	TRI VISE
Registration Number:	2390379	TIER 2 ... WORKING FOR YOU
Registration Number:	2185729	T NUTS

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.239.0632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	9997-22
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	11/18/2005

Total Attachments: 8
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**INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE
OF SECURITY AGREEMENT (TRADEMARKS)**

This INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE dated as of November 17, 2005 (this "Assignment") is between BANC OF AMERICA LEASING & CAPITAL, LLC (successor to Fleet Capital Corporation), as assignor ("Assignor") and BANK OF AMERICA, N.A., as assignee ("Assignee").

WITNESSETH:

WHEREAS, Assignor, as successor of Fleet Capital Corporation, was the original Lender under that certain Credit and Security Agreement dated as of February 28, 2003, as amended by that certain First Amendment to Credit Agreement dated as of March 24, 2004 and that certain Second Amendment to Credit Agreement dated as of June 28, 2004 (as further amended, modified, restated and supplemented, the "Credit Agreement"), among UFP Technologies, Inc., a Delaware corporation, Moulded Fibre Technology, Inc., a Maine corporation, Simco Industries, Inc., a Michigan corporation, and Simco Automotive Trim, Inc., a Michigan corporation, (collectively, the "Borrowers"), the guarantors party thereto (the "Guarantors") and Assignor;

WHEREAS, Assignor was the original grantee under the Loan Documents (as defined in the Credit Agreement), including without limitation that certain Security Agreement (Trademarks) dated as of February 28, 2003 (the "Trademarks Agreement"; terms used herein but not otherwise defined herein shall have the meanings given to them in the Trademarks Agreement) by and among the Borrowers and Assignor, securing the Obligations under or in respect of the Credit Agreement and the other Loan Documents;

WHEREAS, on the date hereof, Assignor transferred and assigned all of its interest in and to its rights and obligations under the Credit Agreement to Assignee;

WHEREAS, on the date hereof, Assignee, as successor Lender, succeeded to the estates, properties, rights, powers and duties of Assignor, as lender, in, to and under the Loan Documents, including without limitation, the Trademarks Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers irrevocably to Assignee, in its capacity as lender and as grantee under the Trademarks Agreement, and its successors and assigns, all the properties, rights, powers and duties of Assignor in, to and under the Trademarks Agreement, and the security interest in all of the right, title and interest in and to the trademarks and/or trademark applications of such Pledgor, either owned or used by such Pledgor, including without limitation, the United States registered trademarks and/or trademark applications listed on Schedule I attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively with the Trademarks, the "Trademark Collateral").

2. Assignee hereby accepts such assignment and accepts all the properties, rights, powers and duties of Assignor under and pursuant to the Trademarks Agreement, and the security interest in all of

the right, title and interest in and to the Trademark Collateral of each Pledgor party to the Trademarks Agreement, including without limitation, the Trademarks.

3. Assignor will, at the expense of the Borrowers and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Assignee may reasonably request, in order to transfer any of the properties, rights, powers and duties granted or purported to be granted hereby or to enable Assignee to exercise and enforce its rights and remedies under the Trademarks Agreement.

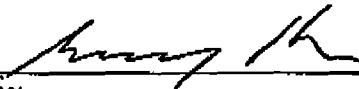
4. This Assignment shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts including all matters of construction, validity and performance.

5. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

BANC OF AMERICA LEASING & CAPITAL, LLC
(successor to FLEET CAPITAL CORPORATION), as
Assignor

By: 
Name: _____
Title:

BANK OF AMERICA, N.A.,
as Assignee

By: 
Name: _____
Title:

(Assignment and Acceptance of Security Agreement -Trademarks)

TRADEMARK
REEL: 003196 FRAME: 0718

Commonwealth of Massachusetts

County of Suffolk

On this 17th day of November, 2005, before me personally appeared Gregory A. Kress, the person who signed this instrument and who acknowledged that he/she signed it as a free act on behalf of Banc of America Leasing & Capital, LLC with authority to do so.

Jolanta M. Bialek

(Signature of notary public)

My commission expires: 5/9/2008

JOLANTA M. BIALEK, NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 9, 2008



Commonwealth of Massachusetts

County of Suffolk

On this 17th day of November, 2005, before me personally appeared Gregory A. Kress, the person who signed this instrument and who acknowledged that he/she signed it as a free act on behalf of Bank of America, N.A. with authority to do so.

Jolanta M. Bialek

(Signature of notary public)

My commission expires: 5/9/2008

JOLANTA M. BIALEK, NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 9, 2008



(Notary page to Assignment and Acceptance of Security Agreement - Trademarks)

TRADEMARK
REEL: 003196 FRAME: 0719

ACCEPTED AND AGREED
this 17 day of November, 2005.

UFP TECHNOLOGIES, INC.

By: Ronald J. Lataille
Name: Ronald J. Lataille
Title: C.F.O.

MOULDED FIBRE TECHNOLOGY, INC.

By: Ronald J. Lataille
Name: Ronald J. Lataille
Title: Treasurer

SIMCO INDUSTRIES, INC.

By: Ronald J. Lataille
Name: Ronald J. Lataille
Title: Treasurer

SIMCO AUTOMOTIVE TRIM, INC.

By: Ronald J. Lataille
Name: Ronald J. Lataille
Title: Treasurer

Commonwealth of Massachusetts

County of Essex

On this 17th day of November, 2005, before me personally appeared Ronald J. Lafaille the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of UFP Technologies, Inc. with authority to do so.



(Signature of notary public)

My commission expires: 5/19/11

Commonwealth of Massachusetts

County of Essex

On this 17th day of November, 2005, before me personally appeared Ronald J. Lafaille the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Moulded Fibre Technology, Inc. with authority to do so.



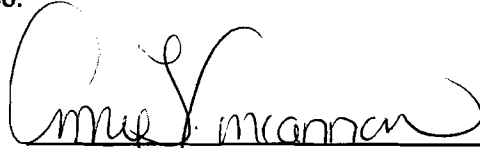
(Signature of notary public)

My commission expires: 7/19/2011

Commonwealth of Massachusetts

County of Essex

On this 17th day of November, 2005, before me personally appeared Ronald J. Lafaille, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Simco Industries, Inc. with authority to do so.



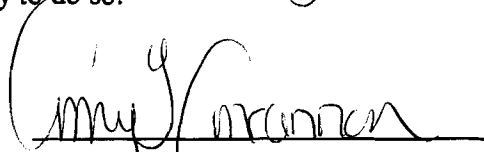
(Signature of notary public)

My commission expires: May 19, 2011

Commonwealth of Massachusetts

County of Essex

On this 17th day of November, 2005, before me personally appeared Ronald J. Lafaille, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Simco Automotive Trim, Inc. with authority to do so.



(Signature of notary public)

My commission expires: May 19, 2011

SCHEDULE I

UFP TECHNOLOGIES, INC.

T/C Trax serial no. 76438001
T/C Trax serial no. 76438000
FTO registration no. 2510932
FTO registration no. 2449854
FMW Foam Manufacturers Warehouse registration no. 2065745
ESDAX registration no. 1657801
FCE registration no. 1370139
Odorpedic registration no. 1247133
Uni-Pak Shock Mount registration no. 0803201

MOULDED FIBRE TECHNOLOGY, INC.

E-Cubes registration no. 2305916
E-Cubes registration no. 2351369
Tite-Fill registration no. 2274472
Brite-Nuts registration no. 2183857
B Nuts registration no. 2183856
Tuff-Nuts registration no. 2183855
T Nuts registration no. 2185729
E Nuts registration no. 2083431

SIMCO AUTOMOTIVE TRIM, INC.

Superformed registration no. 2185678
Superfoam registration no. 2185677
Shirformed registration no. 2189145
Shirforged registration no. 2222290
Superweld registration no. 2339531
Simcoswift registration no. 2287991
Bur-beaver registration no. 1480466
Stop Filing let the Beaver Do It! registration no. 1468002
Micro-grind registration no. 1451780
Tri-vise registration no. 1449319
Tier 2 ... Working for You registration no. 2390379