

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447070

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900420482		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The First National Bank of Boston		08/16/2001	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Jordan Industries, Inc.		
Street Address:	Arbor Lake Centre		
Internal Address:	Suite 550		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1167254	BEEMAK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks.us@dentons.com,brian.mcginley@dentons.com		
Correspondent Name:	DENTONS US LLP		
Address Line 1:	P.O. BOX 061080		
Address Line 2:	SUITE 1210		
Address Line 4:	CHICAGO, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	70012200.000010.009		
NAME OF SUBMITTER:	Brian R. McGinley		
SIGNATURE:	/brm/		
DATE SIGNED:	10/12/2017		
Total Attachments: 7			
source=BankBoston Payoff#page1.tif			
source=BankBoston Payoff#page2.tif			

source=BankBoston Payoff#page3.tif
source=BankBoston Payoff#page4.tif
source=BankBoston Payoff#page5.tif
source=BankBoston Payoff#page6.tif
source=BankBoston Payoff#page7.tif

FLEET NATIONAL BANK,
as Agent
100 Federal Street
Boston, MA 02110

August 16, 2001

JII, Inc.
Arbor Lake Centre, Suite 550
1751 Lake Cook Road
Deerfield, Illinois 60015
Attention: Gordon L. Nelson, Jr.
Senior Vice President

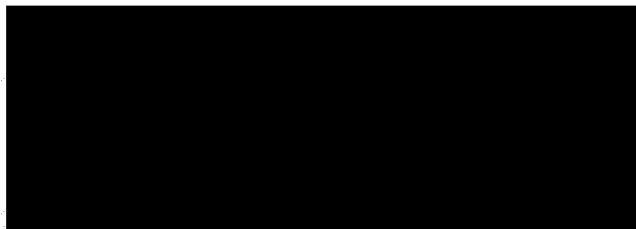
Congress Financial Corporations (Central), as Agent
150 S. Wacker Avenue, Suite 2200
Chicago, IL 60606
Attention: Richard Dickard
Senior Vice President

Re: Payout Arrangements

Ladies and Gentlemen:

We refer to the Amended and Restated Revolving Credit Agreement dated as of July 25, 1997 (as amended and in effect from time to time, the "Credit Agreement") by and among (i) JII, Inc. (the "Borrower"), (ii) the financial institutions listed on Schedule 1 thereto (the "Banks") and (iii) Fleet National Bank (f/k/a BankBoston N.A.), in its capacity as Agent for itself and the Banks. All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

The Borrower has advised the Agent that it intends to repay all amounts due under the Credit Agreement and has requested that the Agent provide the Borrower with appropriate pay-off figures for the principal, interest and other amounts owing by the Borrower to the Banks under the Credit Agreement. The pay-off figures for the Borrower as of August 16, 2001 (the "Computation Date") under the Credit Agreement are as follows (collectively, together with any additional interest accruing, letter of credit fees or legal fees and expenses incurred, after the Computation Date, the "Pay-Off Amount"):



Total: 

From and after the Computation Date and until the Pay-Off Date (as defined below), (i) interest shall continue to accrue on the unpaid principal amount of the Revolving Credit Loans at the rates set forth in the Credit Agreement and (ii) fees shall continue to accrue at the rates set forth in the Credit Agreement. The Borrower further agrees to pay any and all legal fees and expenses incurred by counsel to the Agent in connection with this letter and the termination of the Credit Agreement and the other Loan Documents, including those amounts which are billed after the Computation Date. Upon request of the Borrower, the Agent shall provide the Borrower with a revised figure for the amount of interest and additional fees to be paid as part of the Pay-Off Amount plus any additional legal fees and expenses incurred since the Computation Date and to be paid as part of the Pay-Off Amount.

Contemporaneously herewith, the Agent and the Borrower are entering into a letter agreement (the "Cash Collateral Agreement") with respect to the provision of cash collateral in an amount equal to at least 105% of the Maximum Drawing Amount for the Letters of Credit listed on Schedule 1 hereto.

The Agent and the Banks hereby acknowledge and agree that, upon the Agent's receipt of:

- (i) payment in full in cash of the Pay-Off Amount, including any additional interest and fees accruing after the Computation Date;
- (ii) an executed copy of the Cash Collateral Agreement;
- (iii) cash collateral in an amount equal to at least 105% of the Maximum Drawing Amount for the Letters of Credit listed on Schedule 1 hereto; and
- (iv) evidence of cancellation of undrawn Letters of Credit listed on Schedule 2 hereto,

on or prior to 2:00 p.m. (Boston time) on the date of payment and receipt of the executed Cash Collateral Agreement and the cash collateral (the time of the Agent's receipt of such payment and such Cash Collateral Agreement and cash collateral being hereinafter referred to as the "Pay-Off Date"), except as contemplated by the Cash Collateral Agreement, (A) all indebtedness and obligations of the Borrower to the Agent and the Banks under or in respect of the Credit Agreement and the other Loan Documents shall be deemed to be and shall be paid and discharged in full and (B) the Agent and the Banks shall, at the expense of the Borrower, assign all Uniform Commercial Code financing statements, which were filed by the Agent, as Secured Party, against the Borrower or any of its Subsidiaries in connection with the Credit Agreement, to Congress Financial Corporation (Central), as agent (the "New Agent"), and release all other security interests and liens which the Borrower or any of its Subsidiaries may have granted to the Agent for the benefit of the Banks pursuant to the Credit Agreement (other than under the Cash Collateral Agreement); *provided, however*, that the Borrower acknowledges and agrees that its obligations and liabilities under the Credit Agreement and the other Loan Documents shall be reinstated with full force and effect, if at any time on or after the Pay-Off Date, all or any portion of the Pay-Off Amount paid to the Agent or the Banks is

voided or rescinded or must otherwise be returned by the Agent or the Banks to the Borrower upon the Borrower's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made; and, *provided further*, that nothing contained herein shall be deemed to terminate or otherwise impair those expense reimbursement, indemnification or other provisions of the Credit Agreement and the other Loan Documents which by their express terms survive the repayment of the Revolving Credit Loans.

The Borrower further agrees to use reasonable efforts to return to the Agent the original Letters of Credit listed on Schedule 2 hereto.

Promptly after the Pay-Off Date (or in the case of UCC Assignments, after the New Agent has provided the Agent with forms thereof) the Agent, on behalf of the Banks and at the Borrower's sole cost and expense, will:

(i) request that each Bank return to the Borrower the Notes issued by the Borrower under the Credit Agreement marked "canceled";

(ii) deliver to the New Agent UCC assignments, as requested by the New Agent, in form suitable for filing in all jurisdictions where the Agent has filed UCC financing statements against the Borrower and the Borrower's Subsidiaries in connection with the Credit Agreement;

(iii) deliver to the New Agent all pledged stock certificates, together with all stock powers, delivered to or held by the Agent in connection with the Credit Agreement; and

(iv) deliver to the New Agent all pledged intercompany notes delivered to or held by the Agent in connection with the Credit Agreement.

The Agent further agrees to deliver to the New Agent, promptly after the Pay-Off Date, at the Borrower's sole cost and expense, all such other releases, assignments, termination statements and similar documents as the Borrower may reasonably request in connection with the release of the liens and security interests granted to the Agent in connection with the Credit Agreement.

By signing a counterpart of this letter where indicated below, the Borrower acknowledges and agrees to the foregoing, and, effective as of the Pay-Off Date, hereby terminates and irrevocably releases all Commitments of the Agent and the Banks under or in connection with the Credit Agreement.

This letter may be executed in counterparts and shall be governed by the laws of the Commonwealth of Massachusetts (without reference to conflict of laws). This letter shall become effective upon the execution and delivery hereof by the Agent and the Borrower.

[Remainder of page intentionally left blank.]

Very truly yours,

FLEET NATIONAL BANK, as Agent

By: *Richard D. Hill, Jr.*

Name:

Title: RICHARD D. HILL, JR.
Managing Director

Acknowledged and agreed:

JIL INC.

By: _____

Name:

Title:

Very truly yours,

FLEET NATIONAL BANK, as Agent

By: _____
Name:
Title:

Acknowledged and agreed:


JIL, INC.

By: _____
Name:
Title:

Cash Collateralized Letters of Credit



Canceled Letters of Credit

<i>L/C No.</i>	<i>L/C Balance (USD)</i>	<i>Beneficiary's Name</i>
		

8USDCX310232064