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Tab settings



101965287

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank)**

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Collins & Aikman Plastics, Inc. (DE Corporation)

Internal Address: \_\_\_\_\_

Street Address: 5755 New King Court

City: Troy State: MI ZIP: 48098

Additional name(s) & addresses attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Termination and Release of Security Interest in Patents Recorded at Reel 11828 Frame 0578.

Execution Date: January 10, 2002

4. Application number(s) or patents number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)  
09/353,455 ; 09/099,801 ; 09/680,744 ; 09/686,767  
60/214,947 ; 60/215,007 ; 09/629,561 ; 09/684,709

B. Patent No.(s)  
5,690,550 ; 5,947,813 ; 5,601,269 ; 5,746,651 ; 5,741,179  
5,569,076 ; 5,702,041 ; 5,878,986 ; 5,752,877 ; 5,634,621  
5,671,686 ; 5,618,018 ; 5,690,308 ; 5,379,978 ; 5,338,252  
6,059,244 ; 6,059,653 ; 6,120,100 ; 6,129,627

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41): ..... \$1,080.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of 00000312/09353455 belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

01/30/2002 10:11 AM  
FC:581

Robyn Greenberg, Esq.  
Name of Person Signing

Robyn Greenberg  
Signature

1/29/02  
Date

Total number of pages comprising cover sheet:

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS** ("Termination and Release") dated as of ~~December~~ <sup>January 10, 2002</sup> ~~\_\_\_~~, 2001, from JP Morgan Chase Bank, formerly The Chase Manhattan Bank, as Administrative Agent, a New York corporation located 270 Park Avenue, New York, New York 10017 (the "Secured Party"), to Collins & Aikman Plastics, Inc. (the "Pledgor"), a Delaware corporation located at 5755 New King Court, Troy, Michigan 48098.

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of February 23, 2001, among the Pledgor, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Administrative Agent for the Lenders (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent & Trademark Office on May 22, 2001, at Reel 011828, Frame 0578; and

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

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the 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 Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:


1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in the United States Patents listed on Schedule A, as attached hereto, and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all reissues, extensions, continuations, and continuations-in-part and goodwill associated thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world; and

2. Release of Security Interest: The Secured Party hereby terminates, releases and discharges its Security Interest in the Collateral, and any right, title or interest of the Secured Party in such Collateral shall hereby cease and become void.

3. Further Assurances: The Secured Party hereby 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.

JP MORGAN CHASE BANK,  
as Administrative Agent

By:   
Name: **BRUCE BORDEN**  
Title: **VICE PRESIDENT**

STATE OF New York)  
 ) ss  
 COUNTY OF New York)

On the 10<sup>th</sup> day of ~~December~~ <sup>January</sup> 2002, before me personally came Bruce Borden, who is personally known to me to be the Vice President of JP MORGAN CHASE BANK; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Elisa V. Griffith  
 Notary Public

ELSA V GRIFFITH  
 Notary Public, State of New York  
 No. 01GR4838119  
 Qualified in Kings County  
 Commission Expires March 30, 2003

## SCHEDULE A

5,690,550  
5,947,813  
5,601,269  
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