

02-26-1999



100973342

meb
2-24-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other Release of Trademark Security Agt.

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bank of America National Trust & Savings Association

12-30-98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name Sunbelt Manufacturing, LLC

DBA/AKA/TA

Composed of

Address (line 1) 4611 Central Avenue

Address (line 2) Monroe, LA 71203

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from assignment.)

02/25/1999 DNGUYEN 00000066 1350132

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,350,132"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

M. Brian Moroze
Name of Person Signing


Signature

February 11, 1999
Date Signed

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated as of January __, 1999 by Bank of America National Trust and Savings Association, as Agent (as hereinafter described);

WITNESSETH:

WHEREAS, Bank of America National Trust and Savings Association, a national banking association, as agent for itself and the Lenders as defined in the Assignment hereinafter referred to (in such capacity, the "Agent") and Sunbelt Manufacturing, LLC, a Delaware limited liability company ("Sunbelt") are parties to a certain Collateral Trademark Security Agreement dated as of September 12, 1997 which was recorded in the United States Patent and Trademark Office on February 26, 1998 at Reel 1691 Frame 0947, inclusively (the "Assignment"), pursuant to which Sunbelt granted a security interest in and collateral assignment of certain trademarks listed on Attachment I hereto and certain other property (collectively the "Trademarks"), among other things, as security for Sunbelt's "Obligations" (as defined in the Assignment) to the Agent and Lenders owing under that certain Credit Agreement dated as of September 12, 1997 among Sunbelt, the Lenders, Bancamerica Securities, Inc. and the Agent; and

WHEREAS, Sunbelt satisfied the Obligations and requested that the Agent release its security interests in the Trademarks and reassign the same to Sunbelt;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

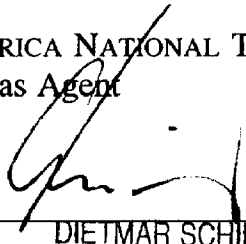
The Agent hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to Sunbelt, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to:

(i) Each Trademark and each Trademark application listed on Attachment I hereto and made a part hereof, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world;

(ii) The goodwill of the business to which each of the Trademarks relates.

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

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION, as Agent

By: 
Name: DIETMAR SCHIEL
Title: Vice President

State of California
County of San Francisco SS

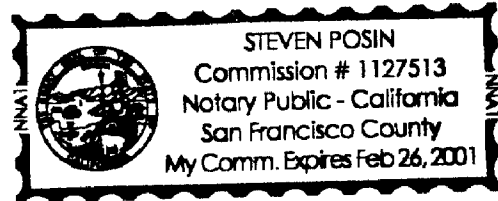
On this 30th day of December, 1998 before me personally appeared Dietmar Schiel to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of Bank of America National Trust and Savings Association.

Steven Posin

Notary Public

My Commission Expires:

February 26, 2001



Attachment I
to
Collateral Trademark Security Agreement
Dated as of September 12, 1997

Trademarks and Tradenames

TRADE NAME

CITY AND STATE WHERE NAME
PRINCIPALLY USED

TRADEMARK

LOCATIONS WHERE MARK
PRINCIPALLY USED

U.S. Registration No. 1,350,132
Mark: CONVENIENCE PACK
December 9, 1991