



06-01-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Commercial Bank

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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Release of reel 1802, frame 0201

Execution Date: 19 May 2004

2. Name and address of receiving party(ies)
Name: Tufco, L.P.
Internal
Address:

Street Address: 1205 Burris Road
City: Newton State: NC Zip: 28658

Individual(s) citizenship
Association
General Partnership
Limited Partnership Delaware
Corporation-State
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) none

B. Trademark Registration No.(s) 1703259, 1375847, 2534404, 1679060, 1297621

Additional number(s) attached Yes No

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

Internal Address: Delaney Corporate Services, Ltd.

Street Address: 41 State Street
Suite 405

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Mitchell L. Garrett
Name of Person Signing

Signature

28 May 2004
Date

06/03/2004 DBYRME 00000059 1703259

Total number of pages including cover sheet, attachments, and document: 4

01 FC:8521
02 FC:8522

40.00 EP documents to be recorded with required cover sheet information to:
100.00 DP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002981 FRAME: 0823

RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (the "Release"), dated as of May 19, 2004, is executed by JPMORGAN CHASE BANK, as a Bank (as defined in the Credit Agreement) and as agent for the Banks under the Credit Agreement (as defined in the Trademark Security Agreement defined herein) ("JPMorgan").

RECITALS:

A. TUFCO, L.P. ("Grantor") , and First Union National Bank, as Agent, entered into that certain Trademark Security Agreement dated as of August 28, 1998, filed with the U.S. Patent and Trademark Office on October 13, 1998 at Reel 1802, Frame 0201 (the "Original Trademark Security Agreement").

B. Pursuant to that certain Assignment of Liens dated as of August 15, 2002, filed with the U.S. Patent and Trademark Office on August 26, 2002 at Reel 002570, Frame 0892, Wachovia Bank, National Association (f/k/a First Union National Bank), both as agent and individually as a bank, assigned to JPMorgan all of its rights, title and interest in the Original Trademark Security Agreement.

C. Grantor and JPMorgan entered into that certain First Amendment to Trademark Security Agreement dated as of August 15, 2002, filed with the U.S. Patent and Trademark Office on September 4, 2002 at Reel 002577, Frame 0705, which amended the Original Trademark Security Agreement (the "First Amendment", the Original Trademark Security Agreement as amended by the First Amendment, the "Trademark Security Agreement").

D. Grantor and JPMorgan entered into that certain Second Amended and Restated Master Security Agreement dated as of March 31, 2003 (the "Master Security Agreement") which granted to JPMorgan all of its rights, title and interest the intellectual property identified on Schedule 1 attached hereto and incorporated herein for all purposes.

E. JPMorgan desires to release and terminate the Trademark Security Agreement and to release all of the rights, title and interest in the intellectual property granted by Grantor and identified on Schedule 1.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JPMorgan hereby: (i) releases its security interests in the "Trademark Collateral" (as defined in the Trademark Security Agreement), including, without limitation, the trademarks described on Schedule 1 attached hereto, (ii) terminates the Trademark Security Agreement, and (iii) agrees to record the Release with the U.S. Patent and Trademark Office.

JPMORGAN CHASE BANK,  
as the sole lender and as agent

By: 

\_\_\_\_\_  
Brian McDougal  
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF Dallas ) ss.

On the 20 day of May 2004, before me personally appeared Brian McDougal, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of JPMorgan Chase Bank (the "Bank"), who being by me duly sworn, did depose and say that he is Vice President of the Bank, the Bank described in and which executed the foregoing instrument; that the said instrument was signed on behalf of the Bank by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of the Bank.

Charlotte M. Hardin

Notary Public

My Commission Expires: 5-1-2008

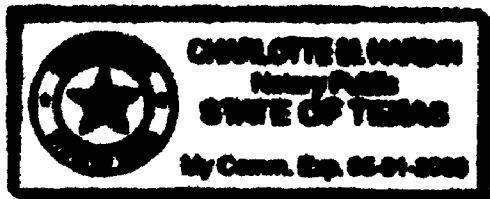


EXHIBIT I

[Note: This exhibit is Schedule 3.4 that was attached to the form of the Second Amended and Restated Master Security Agreement as an exhibit to the Second Amended and Restated Credit Agreement. The Second Amended and Restated Security Agreement in the closing binder contains no exhibit.]

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Tufco, L.P., d/b/a Hamco Industries	United States	HAMCO (stylized letters)	1,703,259	7/28/92	7/28/02	papers and ink for business machines
Tufco, L.P., d/b/a Hamco Industries	United States	HAMCO (and design) <i>2,534,404</i>	1,375,847	12/17/85	12/17/05	business machine paper
Technologies I Business Imaging Partner Inc.	United States	Execuline	in process of reapplying for new trademark	11/25/97		Declaration of use due 2007
Tufco Industries, Inc. (now know as Tufco Technologies, Inc.)	United States	Party Time	1,679,060	3/17/92 canceled		disposable table covers
Tufco Industries, Inc. (now know as Tufco Technologies, Inc.)	United States	Tufco	1,297,621	9/25/84		tarpaulins - namely drop cloths, predominately plastic combination paper/plastic drop cloths, polyethylene roll cover film and painters' finishing cloths
Tufco Industries, Inc. (now know as Tufco Technologies, Inc.)	United States (Wisconsin State)	Tufco	33,528	4/26/82		industrial and retail paper, plastic and cloth products, including painters' products, drop cloths, table cloths and similar products and paper converting and packaging machinery
Tufco Industries, Inc. (now know as Tufco Technologies, Inc.)	United States (Wisconsin State)	Tuffy Retail Products (and design)		10/31/75		retail products sold through distributors in the paint sundry market as well as the automotive after-market