

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chemical Bank		12/31/1990	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Syratech Corporation		
Street Address:	175 McClellan highway		
City:	East Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02128		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1384040	W & S BLACKINTON	
CORRESPONDENCE DATA			
Fax Number:	(415)984-8287		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-984-8287		
Email:	jbegler@nixonpeabody.com		
Correspondent Name:	Jay Begler		
Address Line 1:	2 Embarcadero Center		
Address Line 2:	27th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	80938/000005		
NAME OF SUBMITTER:	Jay Begler		
Signature:	/Jay Begler/		
Date:	04/21/2006		

CH \$40.00 1384040

Total Attachments: 7

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AMERITRUST COMPANY NATIONAL ASSOCIATION

August 31, 1990

Chemical Bank
Trade Services Group
P.O. Box 44
Church Street Station
New York, New York 10008

Re: Towle Manufacturing Company, a Massachusetts
Corporation, Debtors-in-Possession

Ladies and Gentlemen:

Reference is made to the Asset Purchase Agreement dated as of July 24, 1990 (the "Purchase Agreement") between Towle Manufacturing Company (formerly Newburyport Acquisition Corp.), a Delaware corporation, on the one hand, and Towle Manufacturing Company, a Massachusetts corporation ("Old Towle"), and certain affiliates of Old Towle, on the other hand, as amended by Amendment No. 1 to the Asset Purchase Agreement dated as of August 27, 1990 between the parties to the Purchase Agreement and by Amendment No. 2 to the Asset Purchase Agreement dated as of August 30, 1990 between the parties to the Purchase Agreement (the Purchase Agreement, as amended by such amendments, the "Amended Purchase Agreement"). Pursuant to the Amended Purchase Agreement, Old Towle and those of its affiliates that are parties to the Amended Purchase Agreement have, on the date hereof, transferred to New Towle certain assets, all as more fully described in the Amended Purchase Agreement.

Please acknowledge that Chemical Bank has no further security interest, lien or claim in any of the assets being sold by Old Towle and those of its affiliates that are parties to the Amended Purchase Agreement, as debtors-in-possession, to New Towle, pursuant to the Amended Purchase Agreement.

Your cooperation is greatly appreciated.

Very truly yours,

AMERITRUST COMPANY NATIONAL
ASSOCIATION

By: 

Name: David L. Knicoley
Title: Asst. Vice President

Acknowledged and Agreed:

TRADEMARK

REEL: 003294 FRAME: 0569

AMERITRUST COMPANY NATIONAL ASSOCIATION

August 31, 1990

Chemical Bank
Trade Services Group
P.O. Box 44
Church Street Station
New York, New York 10008

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Please acknowledge that Chemical Bank has no further security interest, lien or claim in any of the assets being sold by Old Towle and those of its affiliates that are parties to the Amended Purchase Agreement, as debtors-in-possession, to New Towle, pursuant to the Amended Purchase Agreement.

Your cooperation is greatly appreciated.

Very truly yours,

AMERITRUST COMPANY NATIONAL
ASSOCIATIONBy: _____
Name:
Title:

Acknowledged and Agreed:

CHEMICAL BANK

By: Deane D. Harass
Title: VICE PRESIDENT
Date: 8/31/90

A:Doc29[4]

TOWLE MANUFACTURING COMPANY
(Formerly Newburyport Acquisition Corp.)
175 McClellan Highway
East Boston, Massachusetts 02128-9114

August 31, 1990

Chemical Bank
277 Park Avenue
New York, New York 10172

Gentlemen:

Reference is made to the Asset Purchase Agreement (the "Purchase Agreement") dated as of July 24, 1990 between Towle Manufacturing Company (formerly Newburyport Acquisition Corp.), a Delaware corporation ("New Towle"), on the one hand, and Towle Manufacturing Company, a Massachusetts corporation ("Old Towle"), and certain subsidiaries of Old Towle, on the other hand, as amended by Amendment No. 1 to the Asset Purchase Agreement dated as of August 27, 1990 between the parties to the Purchase Agreement and by Amendment No. 2 to the Asset Purchase Agreement dated as of August 30, 1990 between the parties to the Purchase Agreement (the Purchase Agreement, as amended by such amendments, the "Amended Purchase Agreement"). Pursuant to the Amended Purchase Agreement Old Towle has transferred to New Towle that certain lockbox account (account no. 5309) (the "Lockbox Account"), which was established pursuant to a lockbox agreement (the "Lockbox Agreement") dated August 1, 1989 between Old Towle and Chemical Bank ("Chemical").

Chemical hereby acknowledges that from and after the date hereof, all monies deposited in the Lockbox Account are the property of New Towle and in connection therewith, Chemical hereby releases any liens or security interests heretofore granted to Chemical in connection with the Lockbox Agreement and the Lockbox Account. Notwithstanding the foregoing, New Towle acknowledges that proceeds of certain accounts receivable designated as "Housewares" receivables (the "Housewares Receivables") have not been transferred by Old Towle to New Towle and accordingly the foregoing acknowledgment and release are not applicable to the Housewares Receivables or any proceeds thereof. New Towle further agrees that to the extent that any proceeds of Housewares Receivables are deposited in the Lockbox Account, Chemical shall have the right to charge the amount thereof against any obligations owing by Old Towle to Chemical and to the extent any such proceeds are paid over to New Towle,

New Towle agrees to repay such amounts to Chemical for the account of Old Towle, on demand.

In addition, Chemical hereby acknowledges that from and after the date hereof Chemical has no further lien or security interest in any of the assets or property conveyed to New Towle under the Amended Purchase Agreement and Chemical agrees that it will execute and deliver to New Towle Uniform Commercial Code termination statements and such other documents and instruments as New Towle may reasonably request to evidence the termination or release of any liens or security interests heretofore granted to Chemical in any assets or property conveyed to New Towle under the Amended Purchase Agreement, in each case at the sole expense of New Towle and without representation or warranty by or recourse to Chemical.

New Towle confirms and agrees that from and after the date hereof New Towle assumes all of the obligations of Old Towle under the Lockbox Agreement.

New Towle further acknowledges that it is New Towle's intention to instruct its trade debtors to deposit payments to New Towle into a lockbox established with another bank and that upon the giving of such instruction (which shall occur no later than November 30, 1990) the Lockbox Agreement shall terminate.

Very truly yours,

TOWLE MANUFACTURING COMPANY,
a Delaware corporation

By _____

Accepted and Agreed:

CHEMICAL BANK

By *Deane R. Vargas*

TOWLE MANUFACTURING COMPANY,
a Massachusetts corporation

By _____

New Towle agrees to repay such amounts to Chemical for the account of Old Towle, on demand.

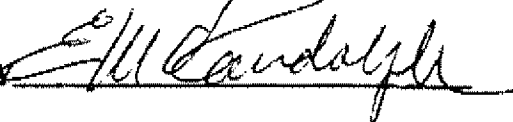
In addition, Chemical hereby acknowledges that from and after the date hereof Chemical has no further lien or security interest in any of the assets or property conveyed to New Towle under the Amended Purchase Agreement and Chemical agrees that it will execute and deliver to New Towle Uniform Commercial Code termination statements and such other documents and instruments as New Towle may reasonably request to evidence the termination or release of any liens or security interests heretofore granted to Chemical in any assets or property conveyed to New Towle under the Amended Purchase Agreement, in each case at the sole expense of New Towle and without representation or warranty by or recourse to Chemical.

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New Towle further acknowledges that it is New Towle's intention to instruct its trade debtors to deposit payments to New Towle into a lockbox established with another bank and that upon the giving of such instruction (which shall occur no later than November 30, 1990) the Lockbox Agreement shall terminate.

Very truly yours,

TOWLE MANUFACTURING COMPANY,
a Delaware corporation

By 

Accepted and Agreed:

CHEMICAL BANK

By _____

TOWLE MANUFACTURING COMPANY,
a Massachusetts corporation

By _____

New Towle agrees to repay such amounts to Chemical for the account of Old Towle, on demand.

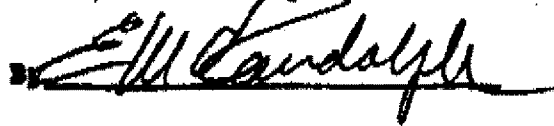
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Very truly yours,

TOWLE MANUFACTURING COMPANY,
a Delaware corporation



Accepted and Agreed:

CHEMICAL BANK

By _____

TOWLE MANUFACTURING COMPANY,
a Massachusetts corporation

By  _____



Search Result Details

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE OFFICE OF THE MASSACHUSETTS SECRETARY OF THE COMMONWEALTH

Status

TERMINATED

Filing Date

12/1/1987

Filing Number

87743120

DEBTOR NAME

TOWLE MANUFACTURING COMPANY

HISTORY

DATE	FILING#	DOCUMENT SUMMARY
3/27/1991	91003237	TYPE: TERMINATION DEBT: TOWLE MANUFACTURING COMPANY SECD: CHEMICAL BANK
12/1/1987	87743120	TYPE: UCC-1 ORIGINAL DEBT: TOWLE MANUFACTURING COMPANY SECD: CHEMICAL BANK

EXDSEG

SEC-PARTY NAME

CHEMICAL BANK

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