

11-08-1999



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COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

To the Honorable Commission

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
BankBoston, N.A., as Collateral Agent

2. Name and address of receiving party(ies)  
Name: Malden Mills Industries, Inc.

Individual(s)  A:  Li  
 General Partnership  Li  
 Corporation-State  
 Other National Banking Association  
Additional name(s) of conveying party(ies) attached?  Yes  No

Internal Address:  
Street Address: 42 Stafford Street  
City: Lawrence State: MA ZIP: 01841

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Termination and Release of Security Interest in Trademarks  
Execution Date: October 29, 1999

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Massachusetts  
 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 patent number(s):  
A. Trademark Application No.(s)  
75/366,175  
75/366,133

B. Trademark Registration No.(s)  
1,014,728  
1,101,535  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Murphy Sheneman Julian & Rogers  
Internal Address: Attn: Sara Hoehn  
Legal Assistant  
Street Address: 2049 Century Park East  
Suite 2100  
City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41).....\$ 990.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-0052  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*  
Christina E. Wilson  
Sara Hoehn  
Name of Person Signing  
Christina E. Wilson  
Sara Hoehn  
Signature  
Nov. 1, 1999  
Date

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

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

TRADEMARK  
REEL: 001985 FRAME: 0626

**Exhibit A**

**Trademarks and Trademark Registrations**

Registrations  
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
POLAR SPORT	1,014,728	July 1, 1975
MALDEN	1,101,535	September 5, 1978
M MALDEN	1,101,536	September 5, 1978
POLAR PAIRS	1,125,603	October 2, 1979
SNUGGLE BUNNY	1,208,496	September 14, 1982
POLAR ZONE	1,391,494	April 18, 1995
SPORTFLEECE	1,412,401	October 7, 1986
FEMINIQUE	1,439,216	May 12, 1987
SHERPATEK	1,573,455	December 26, 1989
NORTEK	1,590,953	April 10, 1990
WINDBLOC	1,742,322	December 22, 1992
POLARTEX	1,762,093	March 30, 1993
POLARKIDS	1,766,751	April 20, 1993
MALDEN MILLS	1,838,709	June 7, 1994
CONTOURA	1,899,907	June 13, 1995
ECOFLEECE	1,962,215	March 12, 1996
BELIEVE IN WHAT YOU WEAR	2,093,302	September 9, 1997
BODY CLIMATE	2,033,125	January 21, 1997
BOUNDARY (Upholstery)	2,054,817	April 22, 1997
ECO VELVET	2,049,612	April 1, 1997
ELEMENT CONTROL	2,095,343	September 9, 1997

MALDEN MILLS' LOGO	2,214,596	December 29, 1998
POLAR BABIES & DESIGN	2,206,228	November 24, 1998
POLAR EXTREME	2,018,325	November 19, 1996
POLAR FORCE	2,039,153	February 18, 1997
POLARFUR	2,102,281	September 30, 1997
POLARICE	2,155,413	May 5, 1998
POLAR SPORT (24)	2,011,177	October 22, 1996
POLAR 10	2,016,064	November 12, 1996
POWER DRY	2,112,494	November 11, 1997
SUPER FAB	2,098,349	September 16, 1997
THE GLENN STREET STUDIO	2,035,769	February 4, 1997
WULUSION	2,019,292	November 26, 1996

Trademark  
or  
Service Mark

Pending Applications  
United States Patent and Trademark Office  
Serial No.                      Filing Date

FLASHBACK	75/366,175	October 1, 1997
FLASHBACK TECHNOLOGY	75/366,133	October 1, 1997
MALDEN LOGO DESIGN	75/394,708	November 24, 1997
POLAR TOUCH	75/415,143	January 8, 1998
SUPER 2000	75/544,934	August 28, 1998
TEMPERATURE CONTROL	75/207,582	December 3, 1996

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

**MALDEN MILLS INDUSTRIES, INC.**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 29, 1999, by BankBoston, N.A. (f/k/a "The First National Bank of Boston"), a national banking association with its executive offices at 100 Federal Street, Boston, Massachusetts 02110, as Collateral Agent (in such capacity the "Collateral Agent") for itself and the other Banks (as such term is defined in the Security Agreement as defined herein) pursuant to an Amended and Restated Security Agreement, dated as of August 14, 1998 (as amended and in effect from time to time, the "Security Agreement") between Malden Mills Industries, Inc. (the "Company"), the Collateral Agent for (a) itself and the Banks, (b) the Agent (as such term is defined in the Security Agreement), (c) those banks which have issued standby letters of credit listed and described on Schedule 1 to the Security Agreement for the account of the Company, and (d) the purchasers (the "Note Purchasers") which are parties to that certain Amended and Restated Note Purchase Agreement, dated as of September 1, 1994, as amended, among the Company and the Note Purchasers.

**WHEREAS**, the Company and the Collateral Agent entered into (a) the Security Agreement, (b) a Revolving Credit and Term Loan Agreement, dated as of February 12, 1999 (as amended and in effect from time to time, the "Credit Agreement"), (c) a Trademark Collateral Security and Pledge Agreement dated as of August 30, 1996 (the "Original Trademark Agreement"), which Original Trademark Agreement was recorded with the United States Patent and Trademark Office on or about August 30, 1996 at Reel 1193, Frame 0137, (d) a Supplemental Trademark Collateral Security and Pledge Agreement, dated as of August 14, 1998 (the "Supplemental Trademark Agreement"), which Supplemental Trademark Agreement was recorded with the United States Patent and Trademark Office on or about August 18, 1998 at Reel 1771, Frame 0390, (e) an Amendment No. 1 to Supplemental Trademark Collateral Security and Pledge Agreement, dated as of August 27, 1998 (the "Amended Supplemental Trademark Agreement"), which Amended Supplemental Trademark Agreement was recorded with the United States Patent and Trademark Office on or about September 4, 1998 at Reel 1788, Frame 0481, and (f) an Amendment No. 2 to Supplemental Trademark Collateral Security and Pledge Agreement, dated as of February 12, 1999 (the "Second Amended Supplemental Trademark Agreement," and together with the Original Trademark Agreement, Supplemental Trademark Agreement and Amended Supplemental Trademark Agreement, the "Trademark Agreements"), which Second Amended Supplemental Trademark Agreement was recorded with the United States Patent and Trademark Office on or about February 22, 1999 at

Reel 1856, Frame 0943, each for the purpose of securing certain obligations of the Company to the Banks;

**WHEREAS**, pursuant to the Security Agreement, the Credit Agreement, and the Trademark Agreements, the Company granted the Collateral Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in the Trademark Agreements), including without limitation the trademarks identified on Exhibit A attached hereto, and pledged and mortgaged, (but did not transfer title to) the Pledged Trademarks to the Collateral Agent; and

**WHEREAS**, the Company has entered into certain financing arrangements with another lender and a portion of the loans extended pursuant thereto have been used to repay in full the Company's Obligations (as such term is defined in the Security Agreement); and the Collateral Agent has agreed to terminate and release its security interest and its right, title and interest in the Pledged Trademarks as herein provided upon repayment by the Company;

**NOW, THEREFORE**, for valuable consideration and pursuant to the terms and conditions set forth in the Security Agreement and the Trademark Agreements:

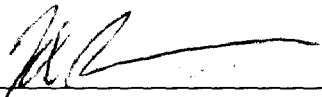
The Collateral Agent hereby terminates and releases its security interest and first priority lien on the Pledged Trademarks, including without limitation the Pledged Trademarks identified on Exhibit A attached hereto, and the Collateral Agent hereby assigns and transfers to the Company, without recourse, the Collateral Agent's entire right, title and interest in and to the Pledged Trademarks, including without limitation the Pledged Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

This Termination and Release of Security Interest in Trademarks may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Termination and Release of Security Interest in Trademarks has been executed as of the day and year first written above.

**BANKBOSTON, N.A.,**  
as Collateral Agent

By:   
Title: \_\_\_\_\_

KALLA RAMASWAMI

Accepted:

**MALDEN MILLS INDUSTRIES, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

01 29 199 12:07 PM BINGHAM DATA LLP 248 617 551 6738 TO 3131000017

**IN WITNESS WHEREOF, this Termination and Release of Security Interest in Trademarks has been executed as of the day and year first written above.**

**BANKBOSTON, N.A.,  
as Collateral Agent**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted:

**MALDEN MILLS INDUSTRIES, INC.**

By: Michael G. Reeve  
Title: Assistant Treasurer

BUSDOCS:790764.1

RECORDED: 11/03/1999

TRADEMARK  
REEL: 001985 FRAME: 0632