

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: 39

Property Type	Number	Word Mark
Registration Number:	645382	FONTANA
Registration Number:	524139	FRENCH PROVINCIAL
Registration Number:	1378870	GEORGIAN HOUSE
Registration Number:	1016730	HAMMERSMITH
Registration Number:	1394664	IONIC
Registration Number:	360871	KING RICHARD
Registration Number:	360872	LADY DIANA
Registration Number:	553926	LAFAYETTE
Registration Number:	634376	LAMERIE
Registration Number:	879048	LAUFFER
Registration Number:	1096525	LONDON SHELL
Registration Number:	1145668	MARIE-LOUISE
Registration Number:	925513	MONTE CRISTO
Registration Number:	639998	NATIONAL

CH \$990.00 645382

Registration Number:	869607	NEWBURYPORT PEWTER TOWLE
Registration Number:	882837	NOVANTIQUE
Registration Number:	522617	OLD COLONIAL
Registration Number:	1076311	OLD FORGE
Registration Number:	368796	OLD LACE
Registration Number:	940478	OLD MASTER
Registration Number:	522618	OLD MASTER
Registration Number:	388064	OLD MIRROR
Registration Number:	882446	OXFORD HALL
Registration Number:	651731	PEACHTREE MANOR
Registration Number:	667099	PETIT POINT
Registration Number:	61366	PR
Registration Number:	807791	R.S.V.P.
Registration Number:	531439	RAMBLER ROSE
Registration Number:	588801	ROSE SOLITAIRE
Registration Number:	362252	ROYAL WINDSOR
Registration Number:	763919	SCULPTURED ROSE
Registration Number:	617829	SILVER SPRAY
Registration Number:	840876	SPANISH PROVINCIAL
Registration Number:	1405534	SUPREME
Registration Number:	360869	SYMPHONY
Registration Number:	804665	T
Registration Number:	1143954	THE GAP
Registration Number:	741954	VESPERA
Registration Number:	1384034	WOODLILY

CORRESPONDENCE DATA

Fax Number: (415)984-8287
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-984-8287
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: 809438/000005

NAME OF SUBMITTER:	Jay Begler
Signature:	/Jay Begler/
Date:	03/10/2006
Total Attachments: 8 source=Syratech-Towle Security Release#page1.tif source=Syratech-Towle Security Release#page2.tif source=Syratech-Towle Security Release#page3.tif source=Syratech-Towle Security Release#page4.tif source=Syratech-Towle Security Release#page5.tif source=Syratech-Towle Security Release#page6.tif source=Syratech-Towle Security Release#page7.tif source=Syratech-Towle Security Release#page8.tif	

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, Debtor-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 Knicker
Title: Asst. Vice President

Acknowledged and Agreed:

TRADEMARK

REEL: 003264 FRAME: 0635

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
ASSOCIATION

By: _____
Name:
Title:

Acknowledged and Agreed:

CHEMICAL BANK

By: Wesley C. Thomas
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 C. 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.

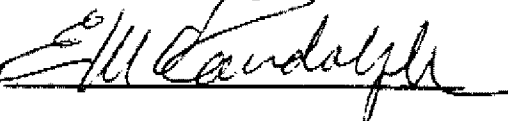
In addition, Chemical hereby acknowledges that from and after the date hereof Chemical has no further lien or security interest in any of the assets or property conveyed to New Towle under the Amended Purchase Agreement and Chemical agrees that it will execute and deliver to New Towle Uniform Commercial 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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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.

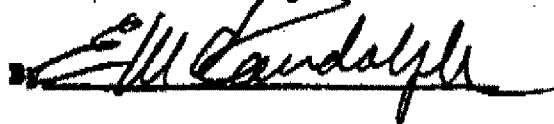
In addition, Chemical hereby acknowledges that from and after the date hereof Chemical has no further lien or security interest in any of the assets or property conveyed to New Towle under the Amended Purchase Agreement and Chemical agrees that it will execute and deliver to New Towle Uniform Commercial 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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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

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Status

TERMINATED

Filing Date:

12/1/1987

Filing Number

87743120

DEBTOR NAME

TOWLE MANUFACTURING COMPANY

HISTORY

DATE	FILING#	DOCUMENT SUMMARY
12/27/1991	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

KDSEG

SEC-PARTY NAME

CHEMICAL BANK

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<https://www.inespot.com/uccx/showDoc.csc?documentId=62e86195b8288d9a4aff7c6560d0...> 3/7/2006



Search Result Details

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Status

TERMINATED

Filing Date

12/1/1987

Filing Number

87743124

DEBTOR-NAME

TOWLE MANUFACTURING COMPANY

HISTORY

DATE	FILING#	DOCUMENT SUMMARY
3/27/1991	91003238	TYPE: TERMINATION DEBT: TOWLE MANUFACTURING COMPANY SECD: CHEMICAL BANK
12/1/1987	87743124	TYPE: UCC-1 ORIGINAL DEBT: TOWLE MANUFACTURING COMPANY SECD: CHEMICAL BANK

LXDSEG

SEC-PARTY-NAME

CHEMICAL BANK

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<https://www.incpot.com/uccx/showDoc.csc?documentId=62e86195b8288d9a4aff7c6560d0...> 3/7/2006