

07-27-1998

Form PTO-1594
1-31-92

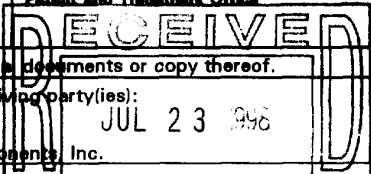
7/23/98



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):
American National Bank and Trust Company of Chicago

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State: Delaware
 Other _____

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

2. Name and address of receiving party(ies):
Name: Specialty Piping Components, Inc.
Internal Address: _____
Street Address: 550 Westcott Street, Suite 500
City: Houston State: Texas ZIP: 77007

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- State: Texas
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release and Reassignment of Security Interest

Execution Date: June 30, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\
1,295,693

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nathalie Munzberg, Esq.
Internal Address: White & Case LLP
Room 3030

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036


6. Total number of applications and registrations involved 10

7. Total fee (37 CFR 3.41): \$ 265.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
23-1705
(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.

Kimberly V. Miller  7/23/98
 Name of Person Signing Signature Date

07/27/1998 DMBUYEN 00000025 1295693
 Total number of pages comprising cover sheet: 1

01 FC:403 No. 0651-0011 (exp. 4/94) 40.00 UP
 02 EC:402 225.00 DP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**SCHEDULE A
TO
RELEASE AND REASSIGNMENT**

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BOTTLET	1,295,693	September 18, 1984
STUDDT	1,134,980	May 13, 1980
NOZZELET	1,147,027	February 17, 1981
THERMALET	1,109,135	December 19, 1978
WFI	1,085,887	February 21, 1978
FLANGET	1,102,521	September 19, 1978
VESSELET	1,060,234	March 1, 1977
BOSSET	1,066,587	May 31, 1977
PIPETS	1,068,404	June 28, 1977

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
THERM-L-BOW	75/089,230	April 16, 1996

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "**Release**") is made as of June 30, 1998, by **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association, in its capacity as agent (in such capacity, "**Agent**") for itself and the other financial institutions (collectively, "**Lenders**") from time to time parties to the Loan and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Loan and Security Agreement.

W I T N E S S E T H:

WHEREAS, Agent, Lenders, Specialty Piping Components, Inc., a Texas corporation d/b/a as WFI International, Inc., Coffey Corporation and Coffey Flange ("**Borrower**") is a party to (i) a certain Amended and Restated Loan and Security Agreement, dated as of June 18, 1997, as amended (the "**Loan Agreement**"); and (ii) a certain Trademark Security Agreement dated as of November 6, 1996 (the "**Trademark Security Agreement**"), pursuant to which Borrower has granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks and Licenses (in each case as defined below) as security for the Obligations of Borrower (as defined in the Loan Agreement), including the Trademarks set forth on **Schedule A** hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on **November 15, 1996**, in the Trademark Division at **Reel 1526, Frame 0820**; and

WHEREAS, Borrower has satisfied its Obligations in full and Borrower has requested that Agent release its security interest in the "**Trademark Collateral**" (as hereinafter defined) and reassign the same to Borrower;

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

1. Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "**Trademark Collateral**"):

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without

limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **Section 4(a)**, are sometimes hereinafter individually and/or collectively referred to as the **"Trademarks"**); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the **"Licenses"**).

2. Agent hereby reassigns, grants and conveys to Borrower without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

IN WITNESS WHEREOF, 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.


AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, in its
capacity as Agent

By: A. Martin Gusten
Name: A. Martin Gusten
Title: Vice President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of June, 1998, before me personally appeared M. MARTHA GASKIN to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association.



Notary Public
My Commission Expires:



SCHEDULE A
TO
RELEASE AND REASSIGNMENT

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<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
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SCHEDULE B
TO
RELEASE AND REASSIGNMENT

NONE .