



09-20-1999

09-23-1999

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REI



ET

TO: The Commissioner of Patents and

101152514

original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID #
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger**
- ☐ **Change of Name**
- ☒ **Other**
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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01 FC:481 40.00 OP
02 FC:482 175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001970 FRAME: 0803

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

☒ 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/081,245 75/081,246 74/521,879

1,694,004 1,742,764 1,736,106

75/108,529

1,854,454

Number of Properties

Enter the total number of properties involved.

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 215.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Amy Lee Brady

Amy L. Brady

9/3/99

Name of Person Signing

Signature

Date Signed

September 3, 1999

Falcon Building Products, Inc.
Sears Tower
233 South Wacker Drive, Suite 3500
Chicago, IL 60606

Re: Collateral Release and Agreement

Ladies and Gentlemen:

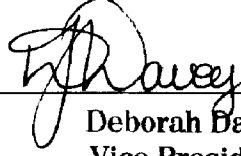
The undersigned is the administrative agent (the "Administrative Agent") under the Amended and Restated Credit Agreement dated as of June 17, 1997, as Amended and Restated as of September 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined therein and not otherwise defined herein are used herein as therein defined) among Falcon Building Products, Inc. (the "Company"), the Lenders party thereto, the Administrative Agent, Bankers Trust Company, as Documentation Agent and Chase Securities Inc., as Lead Arranger and Book Manager. The Credit Agreement was partially paid off in connection with the sale of 100% of the Capital Stock of Falcon Manufacturing, Inc. ("FMI") pursuant to the Stock Purchase Agreement, dated as of August 12, 1999, between the Company and Pentair, Inc. on September 3, 1999. The Company has requested the Administrative Agent, on behalf of the Lenders, to release any and all liens and security interests granted by the Company, FMI, DeVilbiss Air Power Company ("DeVilbiss") and Ex-Cell Manufacturing Company, Inc. ("Ex-Cell") in the respective properties of FMI and DeVilbiss to secure any and all of the Obligations (as defined in the Company Security Agreement, the Subsidiary Security Agreement and the other security documents) under the Credit Agreement and the other Credit Documents.

The Administrative Agent, on behalf of the Lenders, hereby agrees to release and discharge any and all mortgages, security interests, deeds of trust, pledges, charges, liens, encumbrances, assignments, financing statements and any other Collateral (as defined in the Company Security Agreement, the Subsidiary Security Agreement and the other security documents) granted under the Security Documents, in respect of any properties of FMI, DeVilbiss or Ex-Cell, real or personal, tangible or intangible, wherever located, to secure any and all of the Obligations including, without limitation, any and all interest in the Collateral described in the Company Security Agreement, Subsidiary Security Agreement, Company Pledge Agreement, Holdings Pledge Agreement and all of the Mortgages. The Administrative Agent, on behalf of the Lenders, hereby confirms that (i) FMI, DeVilbiss and Ex-Cell are released from any and all obligations existing under the Security Documents and (ii) all of the respective rights to the Collateral of FMI, DeVilbiss and Ex-Cell have reverted to FMI, DeVilbiss or to whomsoever is lawfully entitled thereto. The Administrative Agent, on behalf of the Lenders, further agrees to acknowledge, execute and deliver any and all of such further documents and do such further acts as the Company may reasonably request for the purpose of further evidencing, confirming, recording, registering, perfecting or otherwise documenting the aforesaid releases.

The Administrative Agent, on behalf of the Lenders, also confirms that any and all obligations of FMI, DeVilbiss and Ex-Cell under the Guaranties are hereby discharged.

Very truly yours,

THE CHASE MANHATTAN BANK., as
Administrative Agent under the Credit
Agreement

By: 
Name: **Deborah Davey**
Title: **Vice President**

Acknowledged and Agreed:

FALCON BUILDING PRODUCTS INC.

By: _____
Name:
Title:

NA992390.063

Very truly yours,

THE CHASE MANHATTAN BANK., as
Administrative Agent under the Credit
Agreement

By: _____
Name:
Title:

Acknowledged and Agreed:

FALCON BUILDING PRODUCTS INC.

By: *Gus J. Athas*
Name: Gus J. Athas
Title: Executive Vice President

NA992390.063