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FORM PTO-1594
(Rev. 6-93)

RECO



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SET

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OMB No. 0651-0011 (exp. 4/94)
Tab settings

To the Assistant Commissioner for Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bank of America Illinois

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Trademark Assignment

Execution Date: January 26, 1999

2. Name and address of receiving party(ies)
Name: Elliott Turbomachinery Co., Inc.
Internal Address: _____
Street Address: 901 North Fourth Street
City: Jeannette State: PA ZIP: 15644

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 Registration number(s):

A. Trademark Application No. (s)
73/836,869
73/836,351
73/836,312

B. Trademark Registration No. (s)

826,816	1,317,786	811,660
1,024,506	851,393	811,334
1,470,450	1,047,550	840,385
	1,074,439	1,110,467

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Richard L. Byrne
Internal Address: Webb Ziesenheim Logsdon
Orkin & Hanson, P.C.
Street Address: 700 Koppers Building
436 Seventh Avenue
City: Pittsburgh State: PA ZIP: 15219-1818

6. Total number of applications and registrations involved: 14

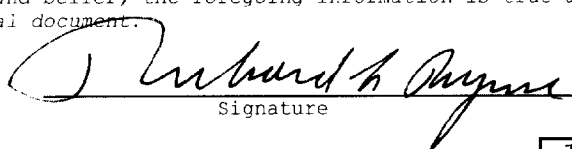
7. Total fee (37 CFR 3.41).....\$ 365.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach triplicate 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.

Richard L. Byrne  October 14, 1999
Name of Person Signing Signature Date
Registration No. 28,498

Total number of pages including cover sheet, attachments and document: 15

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
Crystal Gateway 4, Room 335, Washington, D.C. 20231

10/28/1999 DNGUYEN 00000272 73836869

01 FC:481
02 FC:482

40.00 OP
325.00 OP

TRADEMARK
REEL: 001981 FRAME: 0611

RELEASE OF TRADEMARK ASSIGNMENT

WHEREAS, ELLIOTT TURBOMACHINERY CO., INC., a Delaware corporation ("Elliott"), entered into a Security Agreement (Trademark) (the "Security Agreement") with Bank of America Illinois (f/k/a Continental Bank N.A.), as agent (the "Old Agent") for the lenders (the "Lenders") party to the Credit Agreement referred to below, to secure the payment of obligations of Elliott to the Agent and the Lenders under the Credit Agreement referred to below;

WHEREAS, an executed copy of the Security Agreement was recorded in the United States Patent and Trademark Office on Reel 0692, Frame 0054 on January 11, 1990;

WHEREAS, Bank of America Illinois has assigned its rights as Old Agent, under that certain Second Amended and Restated Credit Agreement, dated as of September 15, 1994, by and among Elliott, the Lenders party thereto and the Agent (as amended prior to the date hereof, the "Credit Agreement") and under the other Loan Documents (as defined in the Credit Agreement), to The Bank of New York (the "New Agent") pursuant to the terms and conditions of the Agency Assignment and Assumption Agreement (the "Agency Assignment"), dated as of October 16, 1996, between the Old Agent and the New Agent;

WHEREAS, in connection with the Agency Assignment, the Old Agent has assigned any and all liens, security interests, right, title and interest in trademarks under the Security Agreement to the New Agent pursuant to the Assignment of Security Agreement (Trademark), dated as of October 16, 1996, (the "Assignment of Security Agreement");

WHEREAS, an executed copy of the Assignment of Security Agreement was recorded in the United States Patent and Trademark Office on Reel 1534, Frame 0308 on November 25, 1996; and

WHEREAS, Elliott has requested that the New Agent release and reassign its interest in the trademarks listed on Schedule A annexed hereto.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the New Agent hereby:

1. Releases and reassigns to Elliott any and all liens, security interests, right, title and interest of the New Agent in the trademarks which are described more fully in Schedule A, without recourse or representation or warranty, express or implied; and
2. Authorizes and requests the United States Patent and Trademark Office to note and record the existence of the release hereby given.

2. Authorizes and requests the United States Patent and Trademark Office to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, the New Agent has caused this Release to be signed by its duly authorized officer as of January 26, 1999.

THE BANK OF NEW YORK, as New Agent

By: 

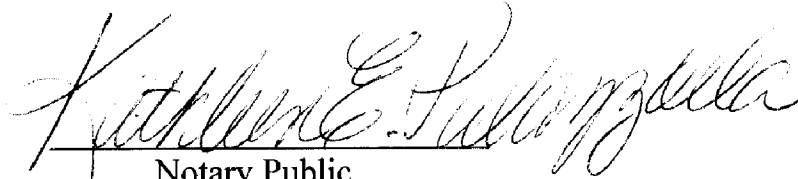
Name: Robert J. Joyce

Title: Vice President

STATE OF NEW YORK :

COUNTY OF NEW YORK :

On this 26th day of January, 1999, before me personally came Robert J. Joyce, to me known, who being by me duly sworn, did depose and say, that he is a Vice President of The Bank of New York, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

KATHLEEN E. PALAZZOLLA
NOTARY PUBLIC, State of New York
No. 43-4503546 Qual. in Rich. Co.
Certificate Filed in in New York County
Commission Expires Jan. 31, 2000

Trademark: "e" with Upswept Arrow"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
Austria*				
Benelux*				
Czech.*	Dropped			
Denmark	3148/69	11/14/69	11/14/89	Int. 7, 11
Egypt*				
France	1,163,716	7/25/80	7/25/90	Int. 7, 8, 11, & 12
E. Germany*				
W. Germany*				
Hungary*				
Italy*				
Kuwait*	Pending			7
Liecht.*				
Monaco*				
Morocco*				
Philipp.	16,838	9/24/71	9/24/91	24
Portugal	168,971	1/30/76	1/30/96	Int. 7
Portugal	168,972	1/30/76	1/30/96	Int. 11
Puerto Rico	5,448	11/14/69	4/4/07	23, 31, 34
Romania*				
San Marino*				
Spain	509,220	6/11/68	6/11/08	30
Switzerland*				
Tunisia*				

Trademark: "e" with Upswept Arrow"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
U.S.A.	826,816	4/4/67	4/4/07	23, 31, 34
Yugoslavia*				

* Based on International Application Serial No. 3853,
Filed 6/11/87

Trademark: "e" with Upswept Arrow"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
Austria*				
Bangladesh	16,273	11/28/80	11/28/02	Int. 7
Benelux*				
Brazil	1233/0632.809	5/25/76	5/25/96	7 & 8
Canada	227,369	4/21/78	4/21/93	None
Canada	228,620	6/23/78	6/23/93	None
China	147,985	7/15/81	7/15/91	1
China	146,636	5/15/81	5/15/91	8
China	146,637	5/15/81	5/15/91	12
Czech.*				
Egypt*				
France	1,163,717	7/25/80	7/25/90	Int. 7, 8, 11 & 12
E. Germany*				
W. Germany*				
Hungary*				
Indonesia	Pending			Int. 7
Italy*				
Japan (Roman)	1,597,954	6/30/83	6/30/93	13
Japan (Katakana)	1,597,955	6/30/83	6/30/93	13
Leicht.*				
Malaysia	None			Int. 7
Mexico	Pending - Application Serial No. 56,741 filed February 7, 1989			
Monaco*				

Trademark: "Elliott"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
Morocco*				
Norway	101,216	11/30/78	11/30/98	Int. 7
Pakistan	70,239	9/19/79	9/19/01	Int. 7
Paraguay**	131,910	12/2/88	7/13/98	Int. 7
Qatar	Pending			
Ras Al Khaymah	2,442	5/31/81	5/31/91	Int. 7
Romania*				
San Marino*				
Spain*				
Switzerland*				
Thailand	111,227	1/5/87	1/5/97	Int. 6
Taiwan (Chinese)	41,390	7/1/70	3/31/90	18
Taiwan (Chinese)	44,844	1/1/71	5/31/90	69
Tunisia*				
U.S.A.	1,024,506	11/11/75	11/11/95	Int. 7 & 8
Yemen	3939	7/18/79	7/18/89	None
Yugoslavia*				

* Based on International Application Serial No. 3852,
Filed 6/11/87

** Original Registration No. 84,612 dated 7/13/78

Trademark: "Elliott with Upswept e"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
Algeria	29,985	06/17/79	06/17/89	Int. 7 & 11
Argentina	974,807	04/23/80	04/23/90	5
Australia	A219,560	06/05/75	06/05/96	Int. 7
Austria	62,895	10/17/68	10/31/98	4 & 23
Benelux	40,046	06/25/86	06/25/96	Int. 7, 9 & 11
Bophuthat.	A68/2285	06/03/78	06/03/98	Int. 7
Chile	228,920	04/01/80	04/01/90	Int. 7
Colombia	71,068	04/27/80	04/27/90	Int. 7 & 9
Czech.	159,454	07/02/79	07/02/89	None
Egypt*				
Finland		07/21/79	07/21/89	Int. 7 & 11
France	1,163,715	07/25/80	07/25/90	Int. 7, 8, 11 & 12
France	1,055,380	06/27/78	06/27/98	Int. 7 & 11
E. Germany	637,592	07/30/69	07/30/89	Int. 7, 8, 9 & 11
W. Germany	889,121	07/02/78	07/02/98	Int. 7, 8, 9 & 11
G. Britain	D1,000,484	02/13/80	02/13/94	Int. 7
G. Britain	B926,126	06/05/68	06/05/89	Int. 7
Hungary*				
India	257,413-A	06/16/89	06/16/90	Int. 7
Iran	33,228	06/28/69	06/28/89	Int. 7 & 11
Israel	30,389	06/18/66	06/18/90	Int. 7
Italy	234,052	06/08/68	06/08/08	Int. 7 & 11
Japan	1,387,089	08/30/79	08/30/89	9
Liecht.*				

Trademark: "Elliott with Upswept e"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
Mexico	183,464	06/13/83	06/13/93	
Monaco*				
Morocco*				
New Zealand	B90,515	06/16/89	06/16/90	Int. 11
New Zealand	B90,516	06/16/66	06/16/90	Int. 7
Nigeria	21,273-A	12/15/66	12/15/90	Int. 7
Norway	76,212	04/11/69	04/11/89**	Int. 7 & 11
OAPI	8,712	06/30/69	06/30/89	Int. 7 & 11
Romania*				
San Marino*				
Saudi Arabia	43/48	02/20/71	05/23/95	6, 7, 8, 9 & 21
Singapore	B46,690	6/20/76	6/20/90	Int. 7
South Africa	A68/2285	6/3/78	6/3/98	Int. 7
Spain	563,986	2/5/79	2/5/99	Int. 11
Sweden	133,806	1/15/81	1/15/91	Int. 7 & 11
Switzerl.	234,643	6/27/68	6/27/08	Int. 7, 9 & 11
Taiwan (Chinese)	39,972	4/1/70	4/1/90	18
Taiwan (Chinese)	41,219	6/1/70	6/1/90	69
Transkei	TR68/2285	6/3/78	6/3/98	Int. 7
Trinidad & Tobago	B5609	12/30/72	7/15/97	6
Tunisia*				
USSR	42,195	10/22/80	10/22/90	Int. 7 & 11

Trademark: "Elliott with Upswept e"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
Venda	68/2285	6/3/68	6/3/98	Int. 7
Venezuela	62,694	12/11/70	12/11/00	21
Yugoslavia*				

* Based on International Application Serial No. 3854, Filed
6/11/87

** Renewal instructions sent

Trademark: "Ideal"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
Canada	17,38175	7/23/75	7/23/90	None

Trademark: "Ideal & Design"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
U.S.A.	561,223	7/8/72	7/8/92	Int. 8

Trademark: "Iso-Carbon"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
U.S.A.	651,676	12/29/87	12/29/07	Int. 7

Trademark: "Laser Sentry"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
U.S.A.	3,317,786		2/5/85	2/5/05 Int. 9

Trademark: "PAP"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
U.S.A.	851,393	6/25/68	6/25/08	Int. 7

Trademark: "PAP Plus"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
U.S.A.	1,047,550		9/7/76	9/7/96 Int. 7

Trademark: "Plant Air Package"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
U.S.A.	811,660	7/26/66	7/26/06	23

Trademark: "Plant Air Package & Design"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Due</u>	<u>Class</u>
U.S.A.	811,334	7/19/66	7/19/06	23

Trademark: "Pose-e-Trip"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
U.S.A.	840,385	12/12/67	12/12/07	23

Trademark: "White Gill"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
U.S.A.	1,110,467	1/2/79	1/2/99	Int. 12

Trademark: "Wiedeke"

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Renewal Date</u>	<u>Class</u>
Canada	240,003	2/22/80	2/22/95	None
France with extension to Italy	474,398	7/1/88	7/1/93	Int. 7 & 8
U.S.A.	1,074,439	10/4/77	10/4/97	Int. 7 & 8

The following trademark applications have been filed by the Grantor:

<u>MARK</u>	<u>CLASS</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Elliott with Globe Design	7	73/836,869	November 6, 1989
Elliott with Globe Design	8	73/836,361	November 6, 1991
"e" with Upswept Arrow (Design)	8	73/836,312	November 6, 1989

Item B. Trademark Licenses

1. Pursuant to the provisions of the Technical Assistance and Patent License Agreement dated May 15, 1985 between the Grantor and Industria del Hierro, S.A. de C.V. ("IH"), IH may use the Grantor's Trademarks in connection with the manufacture, assembly and sale of certain products of the Grantor.
2. Pursuant to the provisions of the various agreements between the Grantor and Ebara Corporation ("Ebara"), Ebara may use the Grantor's Trademarks in connection with the manufacture, assembly and sale of certain products of the Grantor.
3. Pursuant to the provisions of the Patent, Technical Information and Trademark Cross-License Agreement dated July 8, 1987 between the Grantor and MAN Gutehoffnungshutte GmbH ("MAN"), GHH may use the Grantor's Trademarks in connection with the manufacture, assembly and sale of certain products of the Grantor.
4. Pursuant to the terms of a License Agreement dated January 11, 1985 between the Grantor and Unique Systems, Inc. ("Unique"), Unique may affix and use the Grantor's Trademarks in connection with manufacture, assembly and sale of certain products of the Grantor.
5. Pursuant to the terms of a License Agreement dated January 1, 1978 between the Grantor and Commonwealth Products and Research Limited

("Commonwealth"), Commonwealth may affix and use the Grantor's Trademarks in connection with the manufacture, assembly and sale of certain products of the Grantor.

6. Pursuant to the terms of a Manufacturing Agreement dated January 1, 1978 between Elliott Overseas Corporation and Ormonde-Ashton Company, Ltd. ("Ormonde"), Ormonde may affix and use the Grantor's Trademarks in connection with the manufacture, assembly and sale of certain products of the Grantor.
7. Pursuant to the terms of a Manufacturing Agreement dated November 25, 1977 between Carrier Corporation and Kongsberg Vaapenfabrikk ("KV"), KV may affix and use the Grantor's Trademarks in connection with the manufacture, assembly and sale of certain products of the Grantor.
8. Each of the Grantor's domestic independent sales agents has the right, pursuant to Section 7 of the relevant Agent Agreement, to use the Grantor's Trademarks in connection with the sale and distribution of products of the Grantor.
9. Each of the Grantor's foreign sales representatives has the right, pursuant to Section 16 of the relevant Sales Representative's Agreement, to use the Grantor's Trademarks in connection with the sale and distribution of products of the Grantor.

EXHIBIT A

Item A. Trademarks

The following trademarks are owned by the Grantor:

<u>Our File</u>	<u>Registration No.</u>	<u>Mark</u>
87506	826,816	E WITH UPSWEPT ARROW (Design)
87521	1,024,506	ELLIOTT
88072	561,223	IDEAL and DESIGN
88073	1,470,450	ISO-CARBON
88074	1,317,786	LASER SENTRY
88075	851,393	PAP
88076	1,047,550	PAP PLUS
88077	811,660	PLANT AIR PACKAGE
88078	811,334	PLANT AIR PACKAGE AND DESIGN 7 ARROWS
88079	840,385	POS-E-TRIP and DESIGN
88082	1,074,439	WIEDEKE