

02/11/00

03-09-2000



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02-11-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

**TO: The Commissioner of Patents and Trademarks: Please record the attached 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**
- ☐ **Security Agreement**
- ☐ **Merger**
- ☐ **Change of Name**
- ☒ **Other**
- ☐ **License**
- ☐ **Change of Name**  
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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ **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.)

03/09/2000 BCDATES 00000053 75290518

**FOR OFFICE USE ONLY**

01 FC:481  
02 FC:482

40.00 OP  
475.00 OP

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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: 002031 FRAME: 0230

**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

800-833-4848

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.

# 6

**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)**

75-290518

75-258863

1548900

1184640

855094

844094

1803179

1802007

1803178

1820555

1434601

**Number of Properties**

Enter the total number of properties involved.

# 20

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 515.00

Method of Payment:

Deposit Account

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

Enclosed ☒Deposit 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.

Ashley S. Gregory  
Name of Person Signing

Signature

Date

12/29/99

# RECORDATION FORM COVER SHEET

FORM PTO-1618C

Expires 06/30/99

OMB 0651-0027

## CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce

Patent and Trademark Office

TRADEMARK

### Conveying Party

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date

Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

### Receiving Party

☐ Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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

☐ Mark if additional numbers attached

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

#### Trademark Application Number(s)

#### Registration Number(s)


1434600	1444973	1628960
1307764	691679	444066
1507996	1361712	1122276

December 29, 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 paid off and terminated in connection with the sale of substantially all the assets of Hart & Cooley, Inc. ("Hart & Cooley") pursuant to the Asset Purchase Agreement, dated as of December 29, 1999, between the Company, Hart & Cooley, Penn Ventilation, Inc. ("Penn Ventilation"), Penn Ventilation, Ltd./Penn Ventilation, Ltee. ("Penn Ventilation, Ltd."), H&C Acquisition Corp. and Tompkins Industries, Inc., and the sale of 100% of the Capital Stock of the Company pursuant to the Stock Purchase Agreement, dated as of December 29, 1999, between the Company, certain stockholders of the Company and FBP Industries Corp. 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, Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield Plumbing Products, Inc. ("Mansfield") and SWC Industries, Inc. ("SWC") in the respective properties of Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC 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 Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield or SWC, 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, including, without limitation, the copyrights and copyright licenses set forth on Schedule I hereto, 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) Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC are released from any and all obligations existing under the Security Documents and (ii) all of the respective rights to the Collateral of Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC have reverted to Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield, SWC 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 Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC under the Guaranties are hereby discharged.

The undersigned acknowledges that PNC Bank, National Association, as Agent and Lender, is relying on the assurances and releases of the undersigned set forth herein in extending credit to the Borrowers.

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

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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 Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC under the Guaranties are hereby discharged.

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Very truly yours,

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

By: Lenard Weiner  
Name: Lenard Weiner  
Title:

Acknowledged and Agreed:

**FALCON BUILDING PRODUCTS INC.**

By: \_\_\_\_\_  
Name: Gus J. Athas  
Title: Executive Vice President

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