

EQUIVALENT TO
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101491912

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 **9-27-00**

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/County Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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.

EQUIVALENT TO
FORM PTO-1618B
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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.

#

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)

<input type="text" value="7427095"/>	<input type="text" value="74266515"/>	<input type="text"/>	<input type="text" value="1533897"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="73315356"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1674772"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74266516"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1740861"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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.

Randal D. Murdock

Randal D. Murdock

9/2/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

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 the Assingment.*)

Other

Citizenship/State of Incorporation/Organization

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)

RELEASE OF SECURITY INTEREST IN TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that CONGRESS FINANCIAL CORPORATION, a Delaware corporation (hereinafter referred to as "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036, DOES HEREBY CERTIFY that any security interest it holds in certain trademarks of CENTRAL CASTINGS CORPORATION, an Alabama corporation ("Debtor"), having a place of business at 2660 Old Gadsden Highway, Anniston, Alabama 36206, pursuant to a certain Trademark Collateral Assignment and Security Agreement, dated September 18, 1998, recorded in the United States Patent and Trademark Office on October 6, 1998 at Reel 1798, Frame 0700 (the "Trademark Security Agreement"), which trademarks are more fully identified in Schedule A annexed hereto and made a part thereof, together with the goodwill of the business symbolized thereby, is released and all interests in such property previously assigned to Secured Party under the Trademark Security Agreement are hereby reassigned to Debtor, without recourse or representation or warranty, express or implied, of any kind.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 16 day of ~~April~~ ^{May} 2000.

CONGRESS FINANCIAL CORPORATION

By: [Signature]

Title: 1st VP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 16 day of ~~April~~ ^{MAY} 2000, before me personally came Judith Morris, to me known, who being by me duly sworn, did depose and say, that he/she is the 1st vice president of CONGRESS FINANCIAL CORPORATION and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the free act and deed of said corporation

[Signature]
Notary Public

MARIA NUNEZ
NOTARY PUBLIC, State of New York
No. 01NU5086952
Qualified in Queens County
Cert. Filed in New York County
Commission Expires Oct. 27, 2001

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<i>Trademarks,</i>	Number
1.) Sprink-Let	74/270,905 29-Sep-92
2.) Sprink-Kupl	73/315356 27-Feb-89
3.) Sway-Away	74/266,516 29-Sep-92
4.) Tri-Seal Gasket	74/266515 16-Apr-92
5.) Mek Let	1533897 20-Apr-87
~ \ Mek U Let	1674772 21-May-90
. Sprink - Let	1740861 27-Sep-87

RELEASE AGREEMENT

As of August 26, 1999

Central Sprinkler Company
451 North Cannon Avenue
Lansdale, Pennsylvania 19446

Central CPVC Corporation
245 Swancott Road
Madison, Alabama 35758

Central Castings Corporation
2660 Old Gadsen Highway
Anniston, Alabama 36206

Ladies and Gentlemen:

Congress Financial Corporation ("Congress"), Central Sprinkler Company ("Central"), Central CPVC Corporation ("CPVC") and Central Castings Corporation ("Castings", together with Central and CPVC, each individually, a "Borrower" and collectively, "Borrowers") have entered into financing arrangements pursuant to which Congress has made loans and advances (collectively, the "Loans") and provided other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated September 16, 1998, among Congress and Borrowers (as the same has been amended or supplemented prior to the date hereof, the "Loan Agreement", and together with all related agreements, documents and instruments, as each may have been amended, modified, supplemented or extended, collectively, the "Financing Agreements").

Concurrently herewith, (a) Tyco Acquisition Corp. VI ("Tyco") is acquiring Borrowers and Guarantors (as hereinafter defined) by the merger of Alpha Acquisition Corp., a wholly owned subsidiary of Tyco, with and into Central Sprinkler Corporation ("CSC"), the parent company of Borrowers, with CSC as the survivor and in connection therewith is causing funds to be advanced to Congress in the amount of \$47,815,061.76 (the "Payoff Amount") to repay all of the Loans, other than the obligations, liabilities and indebtedness of Borrowers to Congress arising pursuant to or in connection with the letters of credit arranged for by Congress for the account of Borrowers or otherwise issued under the Financing Agreements and certain other obligations, liabilities and indebtedness in connection therewith (collectively, the "L/C Obligations") and (b) First Union National Bank ("First Union") and Congress are entering into an agreement pursuant to which all obligations, liabilities and indebtedness in respect of any L/C

Obligations that Congress may have had or may have to First Union are being terminated pursuant to the letter agreement, dated as of the date hereof, by First Union in favor of Congress.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Repayment. Borrowers shall pay or cause to be repaid to Congress, at Borrowers' cost and expense, on the date hereof, by federal funds wire transfer the amount of the Payoff Amount plus accrued interest and other charges for each day from (and including) August 26, 1999, in the event that the Payoff Amount is not received by Congress by 5:00 p.m. New York City time on such date, sent to:

The Chase Manhattan Bank
4 New York Plaza
New York, New York
ABA No. 021 000 021

For credit to:
Congress Financial Corporation
Account No. 322-001-293
Re: Central Sprinkler Company

2. Releases.

(a) Subject to the terms and conditions contained herein, (i) upon receipt of the Payoff Amount, the Loans shall be deemed repaid in full, (ii) the Financing Agreements are hereby terminated, cancelled and of no further force and effect and Congress shall have no further obligation to make any Loans or provide any Letter of Credit Accommodations or have any other obligations, duties or responsibilities in connection with the Financing Agreements, other than the obligations of Congress hereunder, (iii) all security interests in and liens upon any and all properties and assets of Borrowers and any other person or entity liable on or in respect of the Loans, whether as guarantor, endorser, surety, or otherwise, including, but not limited to, CSC and Central Sprinkler Export Corporation (each individually, a "Guarantor", and collectively, "Guarantors") heretofore granted by Borrowers or such Guarantor to Congress pursuant to the Financing Agreements are hereby released and terminated, and (iv) Congress hereby releases, discharges and acquits each Borrower and Guarantor, its officers, directors, agents and employees and its and their respective successors and assigns, from all obligations to each Borrower and Guarantor (and its or their respective successors and assigns), except for the obligations of Borrowers and Guarantors hereunder, and, except as set forth herein, any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that Congress at any time had or has, or that its successors and assigns hereafter

can or may have against any Borrower or Guarantor, its officers, directors, agents or employees and its and their respective successors and assigns in connection with the Financing Agreements.

(b) Each Borrower and Guarantor hereby releases, discharges and acquits Congress, its officers, directors, agents and employees and its and their respective successors and assigns, from all obligations to each Borrower and Guarantor (and its or their respective successors and assigns), except for the obligations of Congress hereunder, and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that any Borrower or Guarantor at any time had or has, or that its successors and assigns hereafter can or may have against Congress, its officers, directors, agents or employees and its and their respective successors and assigns in connection with the Financing Agreements.

3. Indemnification for Returned Items and Related Expenses. Each Borrower agrees to pay Congress on demand all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred in connection with this letter agreement and any instruments or documents contemplated hereunder.

4. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Congress from or for the account of any Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Congress whether in any bankruptcy, reorganization, insolvency or similar proceeding involving any such Borrower, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against any such Borrower and Guarantors and their successors or assigns. In such event, Borrowers and Guarantors shall be and remain liable to Congress for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Congress.

5. Conditions Precedent. The effectiveness of the releases contained in Section 2(a) above and any UCC termination statements or other release documents delivered in connection herewith is subject to and conditioned upon the receipt by Congress of: (a) cash or other immediately available funds of the Payoff Amount, (b) an original or facsimile photocopy of a letter agreement by First Union in favor of Congress in respect of the termination of any obligations that Congress may have to First Union in respect of all L/C Obligations and (c) an original or facsimile photocopy of this letter duly executed by the parties hereto.

6. Further Assurances. At the request of Borrowers, at Borrowers' expense, Congress agrees to execute and deliver additional termination statements and such other and further documents and instruments reasonably acceptable to Congress, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby. If requested by Borrowers and Guarantors, Congress agrees to promptly deliver to Borrowers and Guarantors, UCC termination statements covering the financing statements previously filed by Congress against Borrowers and Guarantors, and such other documents or instruments to effect the release and termination of any other security interests or liens as provided herein.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

8. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of New York (without giving effect to principles of conflict of laws).

Very truly yours,

CONGRESS FINANCIAL CORPORATION

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

CENTRAL SPRINKLER COMPANY

By: *Bernard J. Doherty*
Bernard J. Doherty
Vice President

CENTRAL CASTINGS CORPORATION

By: *Bernard J. Doherty*
Bernard J. Doherty
Vice President

CENTRAL CPVC CORPORATION

By: *Bernard J. Doherty*
Bernard J. Doherty
Vice President

[SIGNATURES CONTINUE ON NEXT PAGE]

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Very truly yours,

CONGRESS FINANCIAL CORPORATION

By: Thomas M. Ceg

Title: VP

ACKNOWLEDGED AND AGREED:

CENTRAL SPRINKLER COMPANY

By: Edward J. Doherty

Title: Edward J. Doherty
Vice President

CENTRAL CASTINGS CORPORATION

By: Edward J. Doherty

Title: Edward J. Doherty
Vice President

CENTRAL CPVC CORPORATION

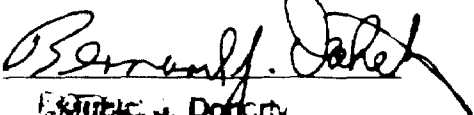
By: Edward J. Doherty

Title: Edward J. Doherty
Vice President

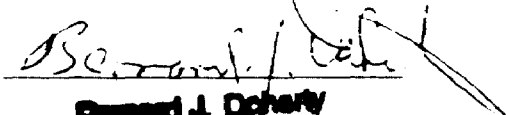
[SIGNATURES CONTINUE ON NEXT PAGE]

ACKNOWLEDGED AND AGREED:

CENTRAL SPRINKLER CORPORATION

By: 
Title: **Bernard J. Doherty**
Vice President

CENTRAL SPRINKLER EXPORT CORPORATION

By: 
Title: **Bernard J. Doherty**
Vice President