

10-20-2000

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



101491911

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

SEP 2 1999

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

Formerly

Execution Date
Month Day Year

☐ 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)

PA

19446

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

10/19/2000 DBYRNE 00000049 1884280

FOR OFFICE USE ONLY

01 FC:481
02 FC:492

40.00 DP
200.00 DP

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EQUIVALENT TO
FORM PTO-1618B

Expires 06/30/99
OMB 0651-0027

Page 2

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 212-715-9325

Name

Randal D. Murdock, Esq.

Address (line 1)

Kramer Levin Naftalis & Frankel LLP

Address (line 2)

919 Third Avenue

Address (line 3)

New York, New York 10022

Address (line 4)

Pages

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

24

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)

1884280

1787890

1597516

1818840

1704621

1609552

1796929

1700452

0226702

Number of Properties

Enter the total number of properties involved.

9

Fee Amount

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

240.00

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:

50-0540

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

9/7/00

Name of Person Signing

Signature

Date Signed

EQUIVALENT TO
FORM PTO-1618C

Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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 Assignment.*)

☐ 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 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: Thomas P. Beg

Title: VP

ACKNOWLEDGED AND AGREED:

CENTRAL SPRINKLER COMPANY

By: Bernard J. Doherty

Title: Bernard J. Doherty
Vice President

CENTRAL CASTINGS CORPORATION

By: Bernard J. Doherty

Title: Bernard J. Doherty
Vice President

CENTRAL CPVC CORPORATION

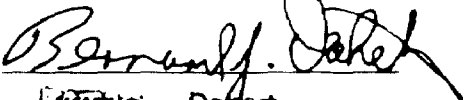
By: Bernard J. Doherty

Title: Bernard J. Doherty
Vice President

[SIGNATURES CONTINUE ON NEXT PAGE]

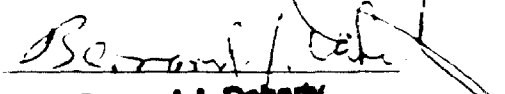
ACKNOWLEDGED AND AGREED

CENTRAL SPRINKLER CORPORATION

By: 

Title: Bernard J. Doherty
Vice President

CENTRAL SPRINKLER EXPORT CORPORATION

By: 

Title: Bernard J. Doherty
Vice President