

12-22-2000

MRD 12/11/00



SHEET

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest</u> Effective Date Month Day Year <u>November 28, 2000</u>
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Conveying Party _____ Mark if additional names of conveying parties attached

Name National City Bank of Pennsylvania

Individual General Partnership Limited Partnership Corporation
 Association Other

Citizenship/State of Incorporation/Organization A national banking association

Receiving Party _____ Mark if additional names of receiving parties attached

Name ASKO, Inc.

DBA/KA/TA _____

Composed of _____

Address (line 1) P.O. Box 355

Address (line 2) Homestead, Pennsylvania 15120

Address (line 3) _____

Individual General Partnership Limited Partnership 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
 Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization Pennsylvania

12/21/2000 GTON11 00000066 2155977

01 FC:481 40.00 OP

02 FC:482 25.00 OP

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

TRADEMARK
REEL: 002197 FRAME: 0785

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 (202) 467-7789

Name Michelle R. Myers.

Address (line 1) Morgan, Lewis & Bockius LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages

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

20

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

Trademark Application Number(s)

Registration Number(s)

2,155,977
1,693,997

Number of Properties Enter the total number of properties involved. # 2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00
Method of Payment: Enclosed X Deposit Account _____

(Enter for payment by deposit account or if additional fees can be charged to the account.)
Authorization to charge additional fees: Yes X No _____ Deposit Account Number: 13-4520

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.

Michelle R. Myers
Name of Person Signing

Michelle Myers
Signature

December 11, 2000
Date Signed

RELEASE AND AMENDMENT

THIS RELEASE AND AMENDMENT (the "Release") is made as of the _____ day of November, 2000 by and among National City Bank of Pennsylvania, a national banking association ("NCB"), Sintermet, Inc. ("Sintermet") and ASKO, Inc. ("ASKO").

WITNESSETH:

WHEREAS, on December 30, 1998, ASKO, Sintermet and NCB entered into that certain Amended and Restated Loan Agreement (the "Agreement") pursuant to which NCB extended a term loan facility to ASKO and Sintermet in the original principal amount of Five Million Dollars (\$5,000,000.00) (the "Term Loan"); and

WHEREAS, on May 5, 2000, ASKO, Sintermet and NCB amended the Agreement by entering into that certain First Amendment to Amended and Restated Loan Agreement (the "Loan Agreement") by and among ASKO, Sintermet and NCB; and

WHEREAS, in accordance with the terms of the Loan Agreement, Sintermet granted a security interest in certain collateral to NCB, which security interest is evidenced by, *inter alia*, the security agreement (the "Security Agreement") dated as of May 5, 2000 by and among ASKO, Sintermet and NCB; and

WHEREAS, NCB has filed UCC-1 financing statements (the "Financing Statements") in connection with the security interest in certain collateral of Sintermet in accordance with the Security Agreement; and

WHEREAS, in connection with the Loan Agreement, Sintermet granted a mortgage to NCB on certain real property located in Armstrong County, Pennsylvania pursuant to that certain Mortgage and Security Agreement dated as of May 5, 2000 (the "Mortgage"); and

WHEREAS, in connection with the Loan Agreement, ASKO granted a security interest in certain trademarks and patents and assigned its rights in certain patents to NCB as collateral security, pursuant to that Patent, Trademark and Copyright Assignment (the "Patent Assignment") dated as of May 5, 2000; and

WHEREAS, NCB has filed a Notice of Security Interest - U.S. Patents and a Notice of Security Interest - U.S. Trademarks with the United States Patent and Trademark Office ("USPTO"), which notices evidence the security interest granted to NCB pursuant to the Patent Assignment; and

WHEREAS, in connection with the Loan Agreement, Sintermet entered into those additional agreements more particularly described on Exhibit A, hereto (said agreements, together with the Agreement, the Loan Agreement, the Mortgage, the Security Agreement and the Financing Statements, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, ASKO, the sole shareholder of Sintermet, now desires to transfer all of its ownership in Sintermet to Hitachi Metals America, Ltd. ("Hitachi"); and

WHEREAS, it is a condition to the sale of Sintermet stock from ASKO to Hitachi, that Sintermet be released from its obligations under the Loan Documents, all as more particularly set forth below; and

WHEREAS, it is a condition to the sale of Sintermet stock from ASKO to Hitachi, that NCB release its security interest in the trademarks (the "Trademarks") more particularly identified on Exhibit B hereto, and the patent (the "Patent") more particularly identified on Exhibit C hereto; and

WHEREAS, it is a condition to the sale of Sintermet stock from ASKO to Hitachi, that NCB assign any rights it may have in the Patent to ASKO; and

WHEREAS, it is a condition to the sale of Sintermet stock from ASKO to Hitachi, that ASKO enter into a supply agreement pursuant to which ASKO will guarantee certain payments to be made by its wholly-owned subsidiary, ASKO, B.V., and ASKO desires that NCB consent to such a guarantee; and

WHEREAS, in connection with the sale of Sintermet stock from ASKO to Hitachi, ASKO shall pay down the amounts outstanding under the Loan Agreement, all as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Release.** NCB hereby consents to the release of Sintermet from any and all of its obligations, duties and liabilities under the Loan Documents and in furtherance thereof agrees to execute and record such instruments and agreements as may be necessary to effect this release, including, but not limited to, a satisfaction piece (the "Satisfaction Piece") with respect to the Mortgage Agreement, a form of which is attached hereto as Exhibit D, and UCC-3 termination statements (the "Termination Statements") terminating the Financing Statements, forms of which are attached hereto as Exhibit E.
2. **Payment to be Credited to Term Loan.** Contemporaneous with the execution and delivery of this Release, ASKO shall pay to NCB One Million Three Hundred Ninety Thousand and 00/100 Dollars (\$1,390,000.00), Seven Hundred Seventy Four Thousand Forty Two and 00/100 Dollars (\$774,042.00) of which shall be applied to the portion of the Term Loan that bears interest with reference to the Treasury Rate (as defined in the Loan Agreement) and the remainder of which shall be applied to the portion of the Term Loan that bears interest with reference to the Cost of Funds Rate (as defined in the Loan Agreement), which amounts shall be applied in the inverse order of scheduled maturities without any premiums, penalties or indemnities.
3. **Consent to Guarantee.** NCB hereby waives the provisions of paragraph 4(b) of the Loan Agreement and consents to the guarantee by ASKO of certain obligations of ASKO, B.V. arising under that certain supply agreement (the "Supply Agreement") by and among Sintermet, ASKO and ASKO, B.V., a draft of which is attached hereto as Exhibit F.
4. **Substitution of Term Note.** Contemporaneous with the execution and delivery of this Release, ASKO shall execute and deliver an amended and restated term note in favor of NCB in the form attached hereto as Exhibit G, which shall be issued in substitution for (and not in discharge of the indebtedness evidenced by) the Term Note.
5. **Release of Security Interest in Trademarks and Patent.** NCB hereby releases the Patent and Trademarks from its security interest and in furtherance thereof agrees to execute and record such instruments and agreements as may be necessary to effect this release, including, but not limited to, a release of its security interest in the Trademarks in the form

attached hereto as Exhibit H and a release of its security interest in the Patent in the form attached hereto as Exhibit I.

6. **Reassignment of Patent to ASKO.** NCB hereby assigns any rights, title and interest it may have in and to the Patent to ASKO and, in furtherance thereof, agrees to execute and record such instruments and agreements as may be necessary to effect this assignment, including, but not limited to the Assignment of Patent, in the form attached hereto as Exhibit J.

7. **Severability.** If any portion of this Release shall for any reason be held by a judicial decision to be invalid and unenforceable, the valid and enforceable provisions will continue to be given effect and to bind the parties.

8. **Successors and Assigns.** This Release shall be binding upon and inure to the benefit of not only the parties hereto, but also their successors and assigns, and the parties hereto agree for themselves and their successors and assigns to execute any instrument which may be necessary or proper to carry out the purposes and intent of this Release.

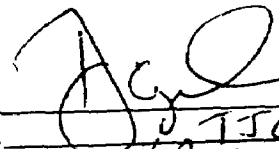
9. **Counterparts.** This Release may be signed in any number of counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute but one and the same instrument.

10. **Filing Fees.** ASKO shall pay or cause to be paid all filing fees in connection with the preparation and filing of the Termination Statements and the Satisfaction Piece.

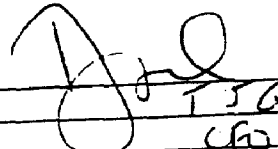
11. **Miscellaneous.** This Release supersedes all previous agreements, whether oral or written, between the parties relating to the subject matter hereof and shall not be amended or altered in any respect except in a writing executed by the parties. The section headings contained in this Release are for convenience only and do not limit or define or affect the construction or interpretation of this Release in any respect. This Release shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above.

ASKO, INC.

By: 
Name: T.J. Giegel
Title: VP + CFO

SINTERMET, INC.

By: 
Name: T.J. Giegel
Title: CFO

NATIONAL CITY BANK OF
PENNSYLVANIA, a national banking
association

By: *Susan J. Dimmick*
Name: *Susan J. Dimmick*
Title: *Vice President*

Redacted

EXHIBIT B

Trademarks

1. SHUR-LOCK; Trademark registered with USPTO, Reg. No. 2,155,977, registration dated May 12, 1998.
2. SINTERMET; Trademark registered with USPTO, Reg. No. 1,693,997, registration dated June 16, 1992.

EXHIBIT C

Patent

TITLE	APPLICATION DATE AND NUMBER	PATENT DATE AND NUMBER
Roll Apparatus for Reducing Work	February 8, 1994 08/193,455	January 16, 1996 5,483,812

Redacted

EXHIBIT E

Redacted

Redacted

Redacted

EXHIBIT H

Release of Trademarks

PARTIAL RELEASE OF SECURITY INTERESTS

U.S. TRADEMARKS

WHEREAS, pursuant to a Patent, Trademark and Copyright Assignment dated May 5, 2000 (the "Security Agreement"), and a Notice of Security Interest U.S. Patents dated May 5, 2000 (the "Notice"), (the Security Agreement and the Notice collectively the "Security Documents") between ASKO, Inc., a Pennsylvania corporation (hereinafter referred to as the "Grantor") and National City Bank of Pennsylvania (the "Lender"), the Lender was granted a mortgage on, pledge of and security interest in certain trademarks identified in the Security Documents (the "Trademarks"), said Notice having been recorded at the United States Patent and Trademark Office starting at Reel/Frame 002081/0858 on May 18, 2000;

WHEREAS, the Grantor now desires to obtain a partial release from the security interest granted to Lender in connection with the Security Documents; and

WHEREAS, the Lender is willing to terminate and release any and all mortgages on, pledges of and security interests in those trademarks identified on Attachment A hereto (the "Released Trademarks").

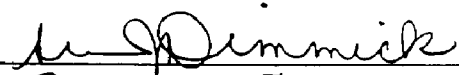
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the Lender hereby agrees as follows:

The Lender releases and terminates any and all mortgages on, pledges of and security interests in the Released Trademarks identified in Attachment A attached hereto.

Further, the Lender will execute any and all additional documents necessary to terminate and release any and all mortgages on, pledges of and security interests in the Released Trademarks and deliver all such documents as Grantor shall request in order to evidence the release of the Lender's lien on the Released Trademarks, including, without limitation, UCC-3's and releases with respect to any security interest of the Lender in the Released Trademarks.

IN WITNESS WHEREOF, the Lender has caused this Partial Release
Of Security Interests to be executed by its officer thereunto duly authorized, as of
the date written below.

NATIONAL CITY BANK OF
PENNSYLVANIA
("Lender")

By: 
Name: Susan J. Dimmick
Title: Vice President
Date: November 28, 2000

Attachment A

RELEASED TRADEMARKS

MARK	FILING DATE AND SERIAL NUMBER	REGISTRATION DATE AND REGISTRATION NUMBER	GOODS
SINTERMET	March 21, 1990 74/040,837	June 16, 1992 1,693,997	Rolling mill rolls and seal rings manufactured from mixed powders; including tungsten carbide and binder materials in International class 7; and circular slitter knives, side trimmer knives and lead wire cutters manufactured from mixed powders, including tungsten carbide and binder materials in International Class 8
SHUR-LOCK	October 30, 1995 75/012,175	May 12, 1998 2,155,977	Hydraulically actuated mechanical nuts for metal rolls used in metal rolling processes in International Class 6

EXHIBIT I

Release of Patent

PARTIAL RELEASE OF SECURITY INTERESTS

U.S. PATENTS

WHEREAS, pursuant to a Patent, Trademark and Copyright Assignment dated May 5, 2000 (the "Security Agreement"), and a Notice of Security Interest U.S. Patents dated May 5, 2000 (the "Notice"), (the Security Agreement and the Notice collectively the "Security Documents") between ASKO, Inc., a Pennsylvania corporation (hereinafter referred to as the "Grantor") and National City Bank of Pennsylvania (the "Lender"), the Lender was granted a mortgage on, pledge of and security interest in certain patent properties identified in the Security Documents (the "Patent Properties"), said Notice having been recorded at the United States Patent and Trademark Office starting at Reel/Frame 010785/0745 on May 18, 2000;

WHEREAS, the Grantor now desires to obtain a partial release from the security interest granted to Lender in connection with the Security Documents; and

WHEREAS, the Lender is willing to terminate and release any and all mortgages on, pledges of and security interests in those patent properties identified on Attachment A hereto (the "Released Patent Properties").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the Lender hereby agrees as follows:

The Lender releases and terminates any and all mortgages on, pledges of and security interests in the Released Patent Properties identified in Attachment A attached hereto.

Further, the Lender will execute any and all additional documents necessary to terminate and release any and all mortgages on, pledges of and security interests in the Released Patent Properties and deliver all such documents as Grantor shall request in order to evidence the release of the Lender's lien on the Released Patent Properties, including, without limitation, UCC-3's and releases

with respect to any security interest of the Lender in the Released Patent Properties.

IN WITNESS WHEREOF, the Lender has caused this Partial Release Of Security Interests to be executed by its officer thereunto duly authorized, as of the date written below.

NATIONAL CITY BANK OF
PENNSYLVANIA
("Lender")

By: *S. J. Dimmick*
Name: *Susan J. Dimmick*
Title: *Vice President*
Date: *November 28, 2000*

Attachment A

RELEASED PATENT PROPERTIES

TITLE	APPLICATION DATE AND NUMBER	PATENT DATE AND NUMBER
ROLL APPARATUS FOR REDUCING WORK	February 8, 1994 08/193,455	January 16, 1996 5,483,812

Redacted