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U.S. Patent & TMOs/TM Mail Rpt Dt. #11



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OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

RECORD
TRAL

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DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bankers Trust Company *2.21.02*
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-~~State~~ Banking
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Amtrco Inc.
Internal Address: _____
Address: _____
Street Address: 1400 Division Road
West
City: Warwick State: RI Zip: 02893
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Rhode Island
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest
Execution Date: December 26, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Schedule A attached.
B. Trademark Registration No.(s)
See Schedule A attached.
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 32

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey D. Parnass
Internal Address: _____
Street Address: FISH & NEAVE
1251 Avenue of the Americas
City: New York State: NY Zip: 10020

7. Total fee (37 CFR 3.41).....\$ 815.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
06-1075
(Attach duplicate 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.
Jeffrey D. Parnass *Jeffrey D Parnass* 2/20/02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 9

03/01/2002 LUWELLER 00000118 75048917

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481 40.00 OP
02 FC:482 775.00 OP

TRADEMARK
REEL: 002456 FRAME: 0839

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SCHEDULE A

<u>Mark</u>	<u>Scr. No./Reg. No.</u>
WATER WORKER	75/048,917
PRO ACCESS	75/007,852
THERM-X-SPAN	1,899,744
AMTROL EXTROL SYSTEM	74/450,561
PRO-PUMP	1,586,540
DESIGN ONLY	1,479,524
JETROL	1,410,231
HOT WATER MAKER	1,351,556
PURGER-TROL	1,336,500
THERM-X-TROL	1,322,022
DIATROL	1,324,330
AMTROL PRESSURISER	1,326,576
MINI-TROL	1,319,208
AMTROL HOT WATER MAKER	1,264,849
WELL X TROL	877,254
AT	871,142
EX-TROL	843,060
FILL-TROL	731,732
HAMMERTROL	714,066
WATER WORKER	1,706,536
SPACE SAVER	1,623,517

<u>Mark</u>	<u>Ser. No./Reg. No.</u>
CM & DESIGN	697,081
CLAYTON MARK	679,217
CM & DESIGN	677,581
CLAYTON MARK	674,064
VARI-TEMP	74/736,155
ISOBAR	1,834,409
WATER SPRITE	1,676,682
CRICKET II	1,677,500
TECTONICS	1,677,499
PROVETR	1,319,229
SINK TANK	1,315,613

TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS

TERMINATION AND RELEASE dated as of December 26th 2001, from Bankers Trust Company, as Agent, a New York banking corporation, located at One Bankers Trust Plaza, New York, New York 10006 (the "Secured Party") to Amtrol Inc., a Rhode Island corporation, located at 1400 Division Road, West Warwick, Rhode Island 02893 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of November 13, 1996, among the Borrower, the lenders from time to time party thereto (the "Existing Lenders") and Secured Party, as Agent for the Existing Lenders (the "Security Agreement"), a first priority security interest (the "Security Interest") was granted by the Borrower and the Subsidiaries to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, an executed copy of the Security Agreement was recorded in the Patent Division of the United States Patent & Trademark Office on January 3, 1997, at Reel 8283, Frame 0773 and in the Trademark Division of the United States Patent & Trademark Office at Reel 1541, Frame 0893; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral owned by Borrower;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, except for any indemnification and expense reimbursement obligations or other obligations which survive the termination of the Security Agreement, and upon the terms and subject to the conditions set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Borrowers' right, title and interest of every kind and nature in and to all of its now-owned or existing and hereafter acquired or arising:

(a) letters patents of the United States or any other country, and (i) all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, the patents set forth on Schedule A attached hereto; (ii) all applications for letters patents of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule A; and

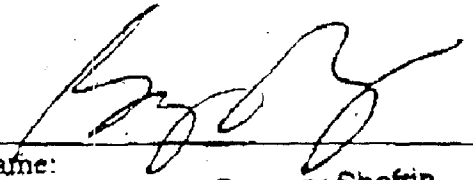
(b) United States, state or foreign trademarks, service marks, trade names and brand names, and (i) all registrations, applications, recordings and common-law rights relating

thereto, including, without limitation, the registrations and applications (and registrations resulting therefrom) set forth on Schedule B attached hereto: (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrowers' business connected with and symbolized by the foregoing.

2. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be necessary or desirable to effect the release of the Security Interest contemplated hereby at the expense of the Borrower.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Bankers Trust Company,

By: 
Name: _____
Title: **Gregory Shefrin**
Director

SCHEDULE A

<u>Title</u>	<u>Patent No.</u>
Water Pressure Booster System And Control Valve Therefor	4,165,951
Back Flow Preventer	4,207,915
In-Line Back Flow Preventer	4,232,704
(Improved) In-Line Back Flow Preventer	4,284,097
Lined Metal Tank W/Heat Shield And Method Of Making Same	4,241,843
Diaphragm Valve Air Vent Device For Water Systems	4,299,248
Lined Metal Tank W/Heat Shield, Indirect Fired Water Heater And Method Of Making Same	4,313,400
Double Wall Heat Exchanger	4,337,824
Tee-Type Leg Bracket	4,344,645
Plural Leg Support Unit For A Water Heater Or Similar Article	D268,315
In-Line Back Flow Preventer	4,420,010
Hot Water Heating System	4,456,456
Venturi Pressurizer	4,471,907
Gas-Liquid Vortex Separator/Eliminator	4,475,932
Double Wall Heat Exchanger	4,546,819
Gas-Liquid Vortex Separator/Eliminator	4,555,253
Non-Refillable Valve	4,573,611
Diaphragm Valve	4,597,559
Safety Means For Pressurized Gas Container	4,688,694
Non-Refillable Valve For Pressurized Containers	4,813,575
Integral Diaphragm	4,836,409

SCHEDULE A CONTINUED

<u>Title</u>	<u>Patent No.</u>
Piercing Surge Regulator Valve And Apparatus	4,921,004
Non-Refillable Packless Valve Returnable	4,921,214
Non-Refillable Valve For Cylinders	5,036,876
Non-Refillable Valve	5,295,502
Non-Metallic Pressure Vessel Fitting Eliminating Soldering Brazing Or Welding	5,551,590
Expansion Tank For Hot Water Heating System	5,386,925
Sanitary Locking Lip Split Well Seal With Split Packer	5,111,879
Freeze Proof Hydrant	4,971,097
Encapsulated Underground Liquid Storage Tank	4,190,159
Well Water Removal And Treatment System	5,147,530
Domestic Water Filter With Activated Carbon Bed	4,515,692

SCHEDULE B

<u>Mark</u>	<u>Scr. No./Reg. No.</u>
WATER WORKER	75/048,917
PRO ACCESS	75/007,852
THERM-X-SPAN	1,899,744
AMTROL EXTROL SYSTEM	74/450,561
PRO-PUMP	1,586,540
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AT	871,142
EX-TROL	843,060
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HAMMERTROL	714,066
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SPACE SAVER	1,623,517

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