

05-02-2002



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>ING(U.S.) Capital Corporation as agent</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>4-22-02</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Beacon Industrial Group LLC</u> Internal Address: _____</p> <p>Street Address: <u>7255 East 46th Street</u> City: <u>Tulsa</u> State: <u>OK</u> Zip: <u>74147</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Agreement</u></p> <p>Execution Date: <u>April 8, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>2,070,672</u> <u>5,338,459</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Gwendolyn Gill</u></p> <p>Internal Address: <u>Kennedy Covington</u> <u>Lobdell & Hickman, LLP</u></p> <p>Street Address: <u>Bank of America Corp. Cntr.</u> <u>100 N. Tryon St. 42nd Floor</u></p> <p>City: <u>Charlotte</u> State: <u>NC</u> Zip: <u>28202</u></p>	<p>6. Total number of applications and registrations involved: <input type="text" value="2"/></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>65</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>18-1215</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Gwendolyn L. Gill Gwendolyn L. Gill 4/8/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

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

05/01/2002 LMIJELLER 00000337 181215 2070672

01 FC:481 40.00 CH
02 FC:482 25.00 CH

TRADEMARK
REEL: 002497 FRAME: 0001

Attachment
To

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2. Name and address of receiving party(ies):

Beacon Medical Products LLC
13325-A Carowinds Boulevard
Charlotte, North Carolina 28288

Beacon Industrial Distribution LLC
7255 East 46th Street
Tulsa, Oklahoma 74147-0146

Pneumafil Corporation
4404-A Chesapeake Drive
Charlotte, North Carolina 28216-3412

The Condit Company, Inc.
7255 East 46th Street
Tulsa, Oklahoma 74145

Industrial Process Solutions LLC
1 Ivybrook Boulevard, Suite 130
Ivyland, Pennsylvania 18974

Fluid Energy Industrial LLC
2201 Crownpoint Executive Drive, Suite A
Charlotte, North Carolina 28227

RELEASE

THIS RELEASE (this "Release") is made and entered into as of this ___ day of April, 2002 with an effective date as of the date upon which each of the conditions set forth in Section 3 hereof all have been satisfied (the "Effective Date"), between ING CAPITAL LLC (formerly ING (U.S.) Capital LLC), a Delaware limited liability company, as agent for the Lenders under the Credit Agreement referred to below (the "Agent") and BEACON INDUSTRIAL GROUP LLC, a limited liability company organized under the laws of the State of Delaware (the "Borrower").

Statement of Purpose

A. Reference is made to the Amended and Restated Credit Agreement, dated as of October 11, 2001, by and among the Borrower, the Domestic Subsidiaries of the Borrower (collectively, the "Guarantors"), each of the lenders that is a signatory thereto (the "Lenders") and the Agent (as amended, supplemented or modified from time to time, the "Credit Agreement"). All capitalized terms used and not defined in this Release shall have the meanings assigned thereto in the Credit Agreement.

B. Beacon Medical Products LLC, a Delaware limited liability company ("BMP"), is a Subsidiary of the Borrower. Medical Air Pumps, Inc., a Georgia corporation ("MAPS") is a wholly-owned Subsidiary of BMP (BMP and MAPS collectively being referred to as the "Release Parties").

C. Each of the Release Parties is a Guarantor under the Credit Agreement and an Obligor under the Basic Documents, pursuant to which each has granted a security interest in its respective property as Collateral (as defined in the Security Agreement) to secure the obligations of the Borrower and the other Obligors under the Basic Documents. Additionally, pursuant to the terms of the Security Agreement, (a) the Borrower has pledged its ownership interest in BMP as Collateral to secure its obligations under the Basic Documents and (b) BMP has pledged its ownership interest in MAPS to secure its obligations under the Basic Documents.

D. The Borrower intends to enter into an Interest Purchase Agreement (the "BMP Purchase Agreement") by and among the Borrower, Michael C. Kistner and Beacon Holdings Corp. (the "Purchaser"), pursuant to which the Purchaser will acquire 100% of the membership interests owned by the Borrower and Michael C. Kistner in BMP (the "Disposition of BMP").

E. Prior to the Disposition of BMP, the stock of MAPS shall be distributed to the Borrower so that MAPS shall be a wholly-owned subsidiary of the Borrower; however, upon the Disposition of BMP, the assets of MAPS shall be sold to the Purchaser and the common stock of MAPS shall be pledged by the Borrower to the Agent.

F. As a condition precedent to the closing of the Disposition of BMP, BMP shall have been released from its obligations as a Guarantor under the Credit Agreement and as an Obligor under the Basic Documents, including the release of all security interests and liens of each of the Release Parties granted to the Agent in connection therewith. In addition, all security interests and

liens granted to the Agent on the membership interests of BMP owned by the Borrower shall have been released.

G. Subject to the terms of the Credit Agreement, the Lenders have consented to the Disposition of BMP.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Agreement to Terminate Security Interest and Liens; Release of Obligors.

At the request of the Borrower and, subject to the satisfaction of the conditions subsequent set forth in Section 5 below, the Agent, on behalf of itself and each of the other Lenders, hereby:

(a) agrees to deliver to the Borrower on or before the Effective date any certificated shares of stock of MAPS which the Agent holds as Collateral to secure the obligations under the Credit Agreement, and

(b) releases and discharges, without representation, recourse or warranty whatsoever, the following:

(i) all liens, security interests and other encumbrances created pursuant to the Credit Agreement, the Security Agreement or the other Basic Documents in or on (i) the membership interests of BMP owned by the Borrower and (ii) any and all assets owned by the Release Parties and

(ii) BMP from its obligations as a Guarantor and Obligor under the Basic Documents.

Section 2. Further Assurances; Authorization. The Agent agrees to execute and deliver on the Effective Date (if so requested), at the Borrower's expense, such further agreements, documents and instruments as the Borrower may reasonably request in order to effect or evidence the releases contemplated hereby, including, without limitation, any necessary Uniform Commercial Code amendments and any necessary intellectual property filing releases. The Agent hereby expressly authorizes the filing of any Uniform Commercial Code amendments, only with respect to Uniform Commercial Code statements filed against each of the Release Parties as "debtor," to effect or evidence the releases contemplated hereby.

Section 3. Conditions. The effectiveness of this Release shall be conditioned upon the occurrence of each of the following items:

(a) Execution of this Release. The Agent shall have received an executed counterpart of this Release by the Borrower.

(b) Purchase Agreement. The Agent shall have received a fully executed copy of the BMP Purchase Agreement, including all schedules, exhibits and attachments thereto and

a copy of each and every other document or certificate received or delivered in connection therewith.

(c) Calculation of Net Available Proceeds. Each Lender shall have received a certificate from the chief financial officer of the Borrower setting forth, in such detail as the Lenders may reasonably request, (i) the calculation of the Net Available Proceeds of the Disposition of BMP and (ii) that no direct or indirect holder of any equity interest in the Borrower has, or will have, any direct or indirect equity interest in the Purchaser.

For purposes of this Release, the "Effective Date" shall be the date by which all of the foregoing conditions are satisfied.

Section 4. Modifications to BMP Purchase Agreement. The Borrower hereby agrees that it will not enter into any amendment to, or modification of, the BMP Purchase Agreement, or any other agreement executed contemporaneously therewith, without the prior written consent of the Agent.

Section 5. Conditions Subsequent.

(a) The Borrower hereby agrees that, if, on or prior to April 30, 2002 (i) the conditions set forth in Section 3 above shall not have been satisfied or (ii) the Agent shall not have received cash in an aggregate amount equal to \$15,000,000 (or such greater amount that represents the actual Net Available Proceeds of the Disposition of BMP) as the Net Available Proceeds of the Disposition of BMP, then,

(i) this Release shall be deemed void ab initio and shall be deemed never to have been effective and

(ii) the Borrower shall promptly execute, deliver or return to the Agent all such documentation reasonably requested by the Agent to effect the foregoing clause including, without limitation, the delivery of the original stock certificates returned to the Borrower pursuant to this Release.

(b) The Borrower hereby agrees that, upon the Disposition of BMP, (x) the Borrower will deliver and pledge 100% of the capital stock of MAPS to the Agent, on behalf of the Lenders as required under the terms of the Credit Agreement and the Security Agreement (as amended, supplemented or modified prior to the date hereof) and (y) the Borrower will file or will cause MAPS to file financing statements that may be reasonably necessary (in the judgment of the Agent) to create, preserve, perfect or validate the Agent's and the Lender's security interest in all collateral owned by MAPS.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed as of the date and year first above written.

ING CAPITAL LLC,
as Agent and Lender

By: _____

Lawrence P. Eyink
Name: Lawrence P. Eyink
Title: Director

AGREED TO:

BEACON INDUSTRIAL GROUP LLC

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed as of the date and year first above written.

ING CAPITAL LLC,
as Agent and Lender

By: _____
Name: Lawrence P. Eyink
Title: Director

AGREED TO:

BEACON INDUSTRIAL GROUP LLC

By: 
Name: John V. Klasek
Title: CFO

[Release - Disposition of BMP]