

615102

06-13-2002

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



102120438

U.S. DEPARTMENT OF COMMERCE U.S. 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): Bank of America, N.A., as Successor to Bank of America Illinois, as Collateral Agent

2. Name and address of receiving party(ies) Name: Waterlink Technologies, Inc., formerly Water Equipment Technologies, Inc. Internal Address: Street Address: 832 Pike Road City: West Palm Beach State: FL Zip: 334

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Release and Reassignment of Patents and Trademarks as Security Execution Date: 5/30/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,812,854

Additional name(s) & address(es) attached? [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Arthi K. Tirey Internal Address: Benesch, Friedlander, Coplan & Aronoff LP 2300 BP Tower Street Address: 200 Public Square City: Cleveland State: OH Zip: 44114-2378

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41): \$ 165.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 02-2051

DO NOT USE THIS SPACE

9. Signature: Arthi K. Tirey Name of Person Signing

Signature: [Handwritten Signature]

Date: JUNE 5, 2002

Total number of pages including cover sheet, attachments, and document: 8

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

06/12/2002 LMUELLER 00000105 022051 1812854

01 FC:481 40.00 CH 02 FC:482 125.00 CH

TRADEMARK REEL: 002524 FRAME: 0096

Continuation of Item 4 B.

Additional Trademark Registration Nos.

1,623,501

1,634,368

1,446,807

1,200,347

1,201,911

**RELEASE AND REASSIGNMENT OF
PATENTS AND TRADEMARKS AS SECURITY**

WHEREAS, Waterlink Technologies, Inc., formerly Water Equipment Technologies, Inc., a Delaware corporation (the "Company"), owns the patents described in the attached Schedule A (the "Patents") and trademarks described in the attached Schedule B (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the said attached Schedules.

WHEREAS, pursuant to that certain Assignment dated as of February 19, 1997 (the "Patents Assignment") the Company granted a security interest in the Patents to Bank of America Illinois, as Collateral Agent (the "Secured Party"), to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Patents Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on April 8, 1997, located on Reel 8447, Frame 0550.

WHEREAS, pursuant to that certain Assignment dated as of February 19, 1997 (the "Trademarks Assignment") the Company granted a security interest in the Trademarks to the Secured Party to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Trademarks Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on April 8, 1997, located on Reel 1574, Frame 0834.

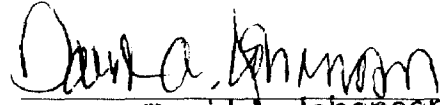
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby terminate its security interest in, and reassign and reconvey to the Company, the Patents and Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (c) the right to sue for past, present and future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, and (d) to the extent permitted by law, all of the Company's rights corresponding thereto throughout the world.

Notwithstanding the foregoing, all of the property not described in Schedule A and Schedule B that are subject to the Secured Party's lien pursuant to the Patents Assignment and Trademarks Assignment (collectively, the "Assignments") shall remain subject to the Secured Party's lien as provided for in the Assignments.

Dated: May 30, 2002

BANK OF AMERICA, N.A., as Successor
to Bank of America Illinois, as Collateral
Agent

By:



Name: David A. Johanson

Title: Vice President

Schedule A
to
Release and Reassignment

dated as of May 30, 2002

Patents

Patent or Serial No.	Title	Date of Issuance
5,035,798	Filtration Vessel and End Cap Lock by a Flexible Rod	7/30/91

Schedule B
to
Release and Reassignment

dated as of May 30, 2002

Trademarks

<u>Registration or Serial No.</u>	<u>Registered Mark</u>	<u>Date of Issuance</u>
1,812,854	ADVANCED WATER MANAGEMENT GROUP	12/21/93
1,623,501	WATER EQUIPMENT TECHNOLOGIES, INC.	11/20/90
1,634,368	WATER EQUIPMENT TECHNOLOGIES, INC.	2/5/91
1,446,807	WETTEC & Design	7/7/87
1,200,347	WET & Design	7/6/82
1,201,911	WET WATER EQUIPMENT TECHNOLOGIES, INC.	7/20/82