

11-19-2002



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

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

102282601

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

1. Name of conveying party(ies): 4-11-02
Bankers Trust Company

- Individual(s)
- General Partnership
- Corporation-~~State~~ Banking
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

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

4. Application number(s) or registration number(s)
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See Schedule A attached.

Additional number(s) attached Yes No

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

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41) \$ 740.00

- 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
Name of Person Signing

Jeffrey D. Parnass
Signature

March 27, 2002
Date

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

04/24/2002 GTDN11 00000243 1768551

01 FC:481 40.00 BP
02 FC:482 700.00 BP

OFFICE OF PUBLIC AFFAIRS

REVISED
SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
HARVARD & DESIGN	1,768,551
QUIK PRO	1,672,537
VENDOR CONSOLIDATION	1,654,536
POOL FLO & DESIGN	1,684,210
HARVARD TURF-FLO & DESIGN	1,582,362
PLUMB FLO & DESIGN	1,540,345
WEL-FLO & DESIGN	1,488,302
TURF PRO	1,493,762
POOL PRO COMBO	1,445,781
HARVARD	1,404,046
HARVARD & DESIGN	1,404,045
HARVARD	1,383,072
HARVARD & DESIGN	1,383,210
HARVARD	1,381,486
HARVARD & DESIGN	1,390,504
HARVARD & DESIGN	1,381,485
HARVARD & DESIGN	1,384,025
HARVARD	1,390,683
HARVARD & DESIGN	1,382,911
HARVARD	1,383,187
DESIGN ONLY	1,383,310

REVISED
SCHEDULE A (CONTINUED)

<u>Mark</u>	<u>Registration No.</u>
PARAGON	1,378,797
CHAMPION	1,307,919
MIX N' MAX	1,306,309
HARVARD & DESIGN	1,336,496
HARVARD	1,345,556
MEDALLION	1,205,332
HARVARD	1,133,899
FAS'N-TITE	971,741

ORIGINAL
SCHEDULE A

<u>Mark</u>	<u>Ser. No./Reg. No.</u>
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**TERMINATION AND RELEASE OF SECURITY INTEREST
FROM BANKERS TRUST COMPANY TO
AMERICAN GRANBY INC.**

I hereby certify that this copy
is being deposited
with the United States Postal
Service in first class mail in
accordance with the address to:
Post Office Commissioner of
Alexandria, 2300 Crystal Drive,
Alexandria, VA 22302-3513 on
the date which appears below:

Victoria P. Miranda

03/27/02

Date of the Signature and Deposit

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

TERMINATION AND RELEASE dated as of December 26, 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") and American Granby Inc. (the "Subsidiary").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of November 13, 1996, among the Borrower and its Subsidiary (together with the Borrower, the "Grantors"), 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 Grantors 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 Grantors;

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 indemnification and expense reimbursement obligations and 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 Grantors' 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 Grantors' 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 Grantors.

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 Shafrin
 Director

SCHEDULE A

<u>Title</u>	<u>Patent No.</u>
Lockable Guide Rope Support Float	4,332,048
Pressure Relief Device and Method of Fabrication Thereof	4,347,942
Method/Apparatus for Filling Pressure Fluid Containers	4,557,300
Method/Apparatus for Filling Tanks With Liquid Gas	4,667,708

SCHEDULE B

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HARVARD & DESIGN	1,768,551
QUIK PRO	1,672,537
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