



3.31.03

102418551

Atty Docket No. G2370.278786

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

1. Name of conveying party(ies):
WACHOVIA BANK, NATIONAL ASSOCIATION
(Formerly know as First Union National Bank), as
Administrative Agent

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

Additional names(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)
Name: **FIRST ALERT, INC.**

Internal Address: _____

Street Address: **3901 LIBERTY STREET ROAD**

City: **AURORA** State: **IL** Zip: **60504**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other **Release of Security Interest**

Execution Date: Effective December 18, 2002

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

76008597

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stackton LLP**

(4/11/03) 03 TDI AZ1 00000142 76008597

(1 FC: #521 40.00 DP)

(2 FC: #522 200.00 DP)

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41).....\$ **240.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

Christine P. James

Name of Person Signing

Signature

Date

3/21/03

Total number of pages including cover sheet, attachments, and document: **10**

Pending U.S. Trademark Applications

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Application Number
11/17/2000	2151/0227	FIRST ALERT	76/008,597
11/17/2000	2151/0602		

U.S. Trademark Registrations

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Registration Number
11/17/2000 11/17/2000	2151/0227 2151/0602	FIRST ALERT	2,186,379
11/17/2000 11/17/2000	2151/0227 2151/0602	FIRST ALERT	2,152,673
11/17/2000 11/17/2000	2151/0227 2151/0602	FIRST ALERT	2,088,817
11/17/2000 11/17/2000	2151/0227 2151/0602	FIRST ALERT	1,993,839
11/17/2000 11/17/2000	2151/0227 2151/0602	FIRST ALERT	1,975,256
11/17/2000 11/17/2000	2151/0227 2151/0602	FIRST ALERT	1,900,433
11/17/2000 11/17/2000	2151/0227 2151/0602	FIRST ALERT	1,584,470
11/17/2000 11/17/2000	2151/0227 2151/0602	FIRST ALERT	1,073,510

TERMINATION AND RELEASE OF SECURITY INTEREST

IN CERTAIN PATENT AND TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 18, 2002, from Wachovia Bank, National Association (formerly known as First Union National Bank), as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to First Alert, Inc., a Delaware corporation with its principal place of business located at 3901 Liberty Street Road, Aurora, IL 60504 (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement, dated as of July 20, 1998, among the Grantor, among others, and the Agent (the "Collateral Agreement"), the Grantor granted a security interest (the "Security Interest") to the Agent in certain collateral, including the Patent Collateral and Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to various Patent and Trademark Security Agreements (collectively, the "Security Agreements"), the Grantor reaffirmed its intent to grant a Security Interest to the Agent in certain scheduled Patent Collateral and Trademark Collateral;

WHEREAS, each Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on the Recordation Dates and at the Reel and Frame Numbers set forth in Schedule A; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral and Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral and Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: a) The term "Patent Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Schedule A hereto). The term "Patents" shall have the meaning provided by reference to the Collateral Agreement and the relevant Security Agreement.

b) The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference to the Collateral Agreement and the relevant Security Agreement.

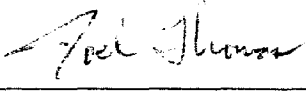
2. Release of Security Interest: a) The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

b) The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

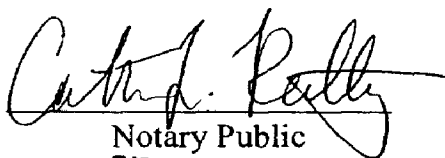
WACHOVIA BANK, NATIONAL ASSOCIATION
(formerly known as FIRST NATIONAL UNION BANK),
as Administrative Agent

By: 
Name: Joel Thomas
Title: Director

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 13 day of December, 2002, before me personally appeared Joel Thomas to me known who, being by me duly sworn, did depose and say that he is a Director of WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK), described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK).



Notary Public
- CATHERINE L. REILLY
NOTARY PUBLIC, State of New York
No. 01RE6081117
Qualified in New York County
Commission Expires September 30, 2006

(Affix Seal Below)

Schedule A

Issued U.S. Patents

Security Agreement Recordation Date(s)	Reel/Frame Numbers	Title	Patent Number
11/17/2000 11/17/2000	11111/0621 11111/0256	Test initiation apparatus with continuous or pulse input	4,901,056
11/17/2000 11/17/2000	11111/0621 11111/0256	Test initiation apparatus with continuous or pulse input	4,827,244