

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the erroneously entered serial number of 74/696429 to correctly read as 74/596429, which was previously recorded on Reel 002033 Frame 988. Assignor(s) hereby confirms the Release of Security Interest originally recorded at Reel/Frame 1683/58.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Chase Manhattan Bank, as Administrative Agent		12/29/1999	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Mansfield Plumbing Products, Inc.
<b>Street Address:</b>	8425 Pulsar Place, Suite 220
<b>City:</b>	Columbus
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	43240
<b>Entity Type:</b>	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	74596429	MANSFIELD
Serial Number:	74696429	TODAY'S HOME

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.  
 Address Line 1: Sidley Austin LLP  
 Address Line 2: 717 N. Harwood St., Suite 3400  
 Address Line 4: Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	26907-10020
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CH \$65.00 74596429

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	01/13/2009
Total Attachments: 5 source=scan0010#page1.tif source=scan0010#page2.tif source=scan0010#page3.tif source=scan0010#page4.tif source=scan0010#page5.tif	

03-15-2000

FORM PTO-161&A

Expires 06/30/99  
OMB 0651-0027



Commerce  
Office  
RK

02-11-2000

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U.S. Patent & TMO/c/TM Mail Rpt Dt. #26

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment
  - Security Agreement
  - Merger
  - Change of Name
  - Other
  - License
  - Change of Name
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

RECEIVED  
TRADEMARK PROCESS.  
U.S. PATENT & TRADEMARK OFFICE

08/14/2000 DNGUYEN 00000101 74696429

#### FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required copy  
Commissioner of Patents and Trademarks, Box Assign

TRADEMARK  
REEL: 003918 FRAME: 0449

2/11/00

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

800-833-9848

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="74-696429"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1024614"/>	<input type="text" value="0600900"/>	<input type="text" value="1989723"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Ashley S. Gregory

Name of Person Signing

*Ashley S. Gregory*

Signature

12/29/99

Date

December 29, 1999

Falcon Building Products, Inc.  
Sears Tower  
233 South Wacker Drive, Suite 3500  
Chicago, IL 60606

Re: Collateral Release and Agreement

Ladies and Gentlemen:

The undersigned is the administrative agent (the "Administrative Agent") under the Amended and Restated Credit Agreement dated as of June 17, 1997, as Amended and Restated as of September 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined therein and not otherwise defined herein are used herein as therein defined) among Falcon Building Products, Inc. (the "Company"), the Lenders party thereto, the Administrative Agent, Bankers Trust Company, as Documentation Agent and Chase Securities Inc., as Lead Arranger and Book Manager. The Credit Agreement was paid off and terminated in connection with the sale of substantially all the assets of Hart & Cooley, Inc. ("Hart & Cooley") pursuant to the Asset Purchase Agreement, dated as of December 29, 1999, between the Company, Hart & Cooley, Penn Ventilation, Inc. ("Penn Ventilation"), Penn Ventilation, Ltd./Penn Ventilation, Ltee. ("Penn Ventilation, Ltd."), H&C Acquisition Corp. and Tompkins Industries, Inc., and the sale of 100% of the Capital Stock of the Company pursuant to the Stock Purchase Agreement, dated as of December 29, 1999, between the Company, certain stockholders of the Company and FBP Industries Corp. The Company has requested the Administrative Agent, on behalf of the Lenders, to release any and all liens and security interests granted by the Company, Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield Plumbing Products, Inc. ("Mansfield") and SWC Industries, Inc. ("SWC") in the respective properties of Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC to secure any and all of the Obligations (as defined in the Company Security Agreement, the Subsidiary Security Agreement and the other security documents) under the Credit Agreement and the other Credit Documents.

The Administrative Agent, on behalf of the Lenders, hereby agrees to release and discharge any and all mortgages, security interests, deeds of trust, pledges, charges, liens, encumbrances, assignments, financing statements and any other Collateral (as defined in the Company Security Agreement, the Subsidiary Security Agreement and the other security documents) granted under the Security Documents, in respect of any properties of Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield or SWC, real or personal, tangible or intangible, wherever located, to secure any and all of the Obligations including, without limitation, any and all interest in the Collateral described in the Company Security Agreement, including, without limitation, the copyrights and copyright licenses set forth on Schedule I hereto, Subsidiary Security Agreement, Company Pledge Agreement, Holdings Pledge Agreement and all of the Mortgages. The Administrative Agent, on behalf of the Lenders, hereby confirms that (i) Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC are released from any and all obligations existing under the Security Documents and (ii) all of the respective rights to the Collateral of Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC have reverted to Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield, SWC or to whomsoever is lawfully entitled thereto. The Administrative Agent, on behalf of the Lenders, further agrees to acknowledge, execute and deliver any and all of such further documents and do such further acts

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REEL: 003918 FRAME: 0451

as the Company may reasonably request for the purpose of further evidencing, confirming, recording, registering, perfecting or otherwise documenting the aforesaid releases.

The Administrative Agent, on behalf of the Lenders, also confirms that any and all obligations of Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC under the Guaranties are hereby discharged.

The undersigned acknowledges that PNC Bank, National Association, as Agent and Lender, is relying on the assurances and releases of the undersigned set forth herein in extending credit to the Borrowers.

Very truly yours,

**THE CHASE MANHATTAN BANK.,** as  
Administrative Agent under the Credit  
Agreement

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

**FALCON BUILDING PRODUCTS INC.**

By: *Gus J. Atlas*  
Name: Gus J. Atlas  
Title: Executive Vice President

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as the Company may reasonably request for the purpose of further evidencing, confirming, recording, registering, perfecting or otherwise documenting the aforesaid releases.

The Administrative Agent, on behalf of the Lenders, also confirms that any and all obligations of Hart & Cooley, Penn Ventilation, Penn Ventilation, Ltd., Warrior, Mansfield and SWC under the Guaranties are hereby discharged.

The undersigned acknowledges that PNC Bank, National Association, as Agent and Lender, is relying on the assurances and releases of the undersigned set forth herein in extending credit to the Borrowers.

Very truly yours,

**THE CHASE MANHATTAN BANK**, as  
Administrative Agent under the Credit  
Agreement

By: Leonard Weiner  
Name: Leonard Weiner  
Title:

Acknowledged and Agreed:

**FALCON BUILDING PRODUCTS INC.**

By: \_\_\_\_\_  
Name: Gus J. Athas  
Title: Executive Vice President

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