

**TERMINATION OF PATENT AND TRADEMARK SECURITY
INTERESTS
Fleet National Bank**

This is a Termination of Security Interest, dated April 21, 1999, executed by Fleet National Bank, a national banking association (the "Secured Party"), releasing all security interests of Secured Party in the Intellectual Property Collateral (defined below) owned by Johnson & Hoffman Manufacturing Corporation, a New York corporation (the "Debtor").

Recitals

WHEREAS, the Debtor granted Secured Party a security interest in its Intellectual Property Collateral (the "Security Interest") as evidenced by the Security Agreement between Debtor and Secured Party filed with the United States Patent and Trademark Office on February 2, 1999 with a date of execution of December 30, 1998 for two patents, and as evidenced by the Security Agreement between Debtor and Secured Party filed with the United States Patent and Trademark Office on February 2, 1999 with a date of execution of December 30, 1998 for two trademark registrations (collectively the "Security Agreements");

WHEREAS, the Debtor desires termination of the Secured Party's Security Interest; and

WHEREAS, the Secured Party is willing to terminate its Security Interest.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Security Agreements that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following term has the meaning set forth below:

"Intellectual Property Collateral" means all of the Debtor's right, title and interest in and to all patents, registered and unregistered trademarks, service marks, collective membership marks, the respective goodwill associated with each, renewals thereof, licenses thereunder, and any other intellectual property assets included in the Security Agreements, all as presently existing or hereafter arising or acquired. The Intellectual Property Collateral shall include, without limitation, the following patents and trademarks:

PATENTS AND TRADEMARKS

<u>Patent Name</u>	<u>Patent Number</u>
Heat Dissipating Retainer For Electronic Package	4,605,058
Heat Dissipator For Semiconductor Unit	4,945,401

<u>Mark</u>	<u>Registration Number</u>
THERMO-FLAG	784,319
THERMO-VANE	784,322

2. Termination of Security Interest. Secured Party hereby terminates all of the Secured Party's Security Interest in the Intellectual Property Collateral.

3. Revocation of Power of Attorney. The powers of attorney granted by the Debtor to Secured Party in the Security Agreements are hereby revoked with respect to the Intellectual Property Collateral.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest to be duly executed on the date first mentioned above.

FLEET NATIONAL BANK

By: Ruben Klein
 Print Name: RUBEN Klein
 Title: Vice President

STATE OF MASSACHUSETTS)
 COUNTY OF Suffolk)^{SS}

On this 11 day of April, 1999 before me personally appeared Ruben V. Klein
Vice President, to me personally known, who being by me duly sworn says that he is
 the agent of FLEET NATIONAL BANK, duly authorized to execute this instrument for FLEET
 NATIONAL BANK and that said execution was the free act and deed of FLEET NATIONAL
 BANK.

Patricia Goodwin
 Notary Public
Patricia Goodwin
11/2/01

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