

MRD 11.1.99

11-02-1999

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

101189447

U.S. Department of Commerce
Patent and Trademark Office
PATENT**RECORDATION FORM COVER SHEET
PATENTS 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



License



Change of Name



Merger



Other

Termination of Security

U.S. Government

Interest

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)

First Union Commercial Corporation

Execution Date
Month Day Year

10061999

Name (line 2)

a North Carolina corporation

Execution Date
Month Day Year**Second Party**

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Arch Aluminum & Glass Co., Inc.

Name (line 2)

a Florida corporation

Address (line 1)

10200 N.W. 67th Street

Address (line 2)

Address (line 3)

Tamarac

City

Florida

State/Country

33321

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**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)

FOR OFFICE USE ONLY

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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 cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**PATENT**
RÉEL: 010340 FRAME: 0113

Correspondent Name and Address

Area Code and Telephone Number **734.930.2488**

Name **Susan M. Kornfield**

Address (line 1) **Bodman, Longley & Dahling LLP**

Address (line 2) **110 Miller**

Address (line 3) **Suite 300**

Address (line 4) **Ann Arbor, Michigan 48104**

Pages

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

6

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)

4837993		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

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

Deposit Account Number:

02-2880

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.

Susan M. Kornfield

Name of Person Signing

Susan M. Kornfield

Signature

27 October 1999

Date



October 6, 1999

Arch Aluminum & Glass Co., Inc.
10200 N.W. 67th Street
Tamarac, FL 33321
Attention: Leon Silverstein, CEO

Re: Arch Aluminum & Glass Co., Inc. Credit Agreement dated as of May 19, 1998 by and among Arch Aluminum & Glass Co., Inc. ("Company"), First Union Commercial Corporation as Agent for certain lenders and the lenders party thereto, as amended ("Credit Agreement")

Ladies and Gentlemen:

Capitalized terms used in this payoff letter and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

This letter acknowledges your request for payoff balances as of October 6, 1999 of the obligations of Company and its Subsidiary Borrowers (collectively, the "Obligors") to the Agent and the Lenders under the Credit Agreement and the other Loan Documents (all such obligations, together with all expenses and fees called for by the Loan Documents by and among the Obligors, the Agent and the Lenders as more particularly described below are referred to, collectively, as the "Obligations").

As more particularly described below, upon the condition that the Agent and the Lenders receive (1) an executed copy of this letter from Company, (2) wire transfer or transfers in the amount of the Obligations in accordance with the instructions set forth below, (3) in connection with outstanding letters of credit listed in Item F below, original "back to back" letters of credit in form and substance satisfactory to First Union Commercial Corporation and (4) in connection with outstanding letters of credit listed in Item C below, deposit to a cash collateral account with the Agent (on written terms satisfactory to Agent and the Banks) (the "Cash Collateral Account") of the aggregate undrawn amount of such letter of credit plus estimated fees in connection therewith, then this letter constitutes the Agent's agreement, for itself and for and on behalf of the Lenders, that the Obligations have been paid and discharged in full and all security interests in favor of the Agent have been terminated.

It is a condition precedent to the Agent's and the Lenders' obligation hereunder that an executed facsimile copy of this letter, wire transfer(s) in the aggregate amount of the Obligations, and the original back to back letters of credit described above, be received by the Agent. Obligors acknowledge that the Agent and the Lenders will not confirm the payment and discharge of the Obligations until all such events have occurred.

Arch Aluminum & Glass Co., Inc.
October 6, 1999
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Subject to the matters set forth below, the payoff amount (including the amount of letters of credit to be back-to-backed) as of October 6, 1999, is \$33,198,768.44. This amount consists of the following:

A.	Revolving Credit Facility	
	Principal	\$15,719,593.47
	Interest	\$111,613.02
	Revolving Loans Subtotal	<u>\$15,831,206.49</u>
B.	Term Loans	
	Principal	\$9,222,767.93
	Interest	\$25,647.88
	Term Loans Subtotal	<u>\$9,248,415.81</u>
C.	Letters of Credit and fees to be cash collateralized	
	<u>X</u> Letter of Credit No. S156944	\$150,000.00
	Fees	\$688.00
	<u>X</u> Letter of Credit No. S156946	\$200,000.00
	Fees	\$917.00
	L/C fees for L/C number SM408093	\$27,906.00
	10/5/99 - 2/4/2000	
	L/C fees for L/C number S15311	\$40,787.00
	10/5/99 - 2/4/2000	
	Total Face Amount of Outstanding L/Cs <u>plus</u> fees to be cash collateralized	<u>\$420,298.00</u>
D.	Fees	
	Revolving and Term Loan Commitment Fees	\$127,154.64
	Unused Line Fee	\$399.13
	Agent's Fee	\$1,566.67
	LIBOR Breakage fees	\$998.59
	L/C No. S156944 through 10/5/99	\$1,203.30
	L/C No. S156946 through 10/5/99	\$1,604.40
	L/C No. SM408093 through 10/5/99	\$22,664.04
	L/C No. S15311	\$17,050.40
	Fees Subtotal	<u>\$172,641.17</u>

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Arch Aluminum & Glass Co., Inc.

October 6, 1999

Page 3

E.	Reimbursement of legal expenses		<u>\$19,630.97</u>
	TOTAL		<u>\$25,692,192.44</u>
F.	Letters of Credit to be back to backed		
	<u>X</u> Letter of Credit No. SM408093	\$3,130,000.00	
	<u>X</u> Letter of Credit No. S15311	\$4,376,576.00	
	Total Face Amount of Outstanding L/Cs to be back to backed		<u>\$7,506,576.00</u>

The amount of the Obligations must be received by the Agent in the form of a wire transfer or transfers, and paid (in collected funds) to the Agent at the time of closing, which is scheduled for October 6, 1999. The wire transfer should be directed as follows:

First Union Commercial Corporation, Account #2070482789126

ABA # 053000219

Attention: Rebecca Cincioni

Reference Payoff for Arch Aluminum & Glass Co., Inc.

Subject to the last sentence of this paragraph, upon receipt of an executed copy of this letter and the receipt of the payoff amount as aforesaid, the obligations and liabilities of the Obligors, the obligations and liabilities of the Principals under the Shareholder Guaranty and the commitments of the Agent and the Lenders shall terminate and such parties shall have no further obligations under the Credit Agreement or any of the other Loan Documents other than the payment of the letter of credit fees and reimbursement obligations in connection with the outstanding letters of credit listed in Items C and F above. Notwithstanding anything to the contrary contained herein, nothing in this letter releases Obligors from any obligations to the Agent (in its capacity as Agent or as Issuing Bank) arising under any term or provision of any agreement that expressly survives the term of the Loan Documents between the Company and the Lenders (and/or the Agent).

The facsimile or other electronically transmitted copy of this letter is to be treated the same as an originally executed copy of this letter.

Subject to the terms hereof, upon receipt of payment in full of the Obligations, First Union Commercial Corporation as Agent under the Credit Agreement, for and on behalf of the Lenders, shall deliver executed UCC terminations and releases as listed on Schedule I hereto and any further documents (including any additional UCC terminations and releases) as the Company may reasonably request to effect the transactions contemplated hereby. Furthermore, upon payment in full of the Obligations, the guaranty obligations of the Principals under the Shareholder Guaranty shall be terminated.

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Arch Aluminum & Glass Co., Inc.

October 6, 1999

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The foregoing release by the Agent is conditioned on the understanding that all of the Agent's rights are reserved (i) in and to any checks or similar instruments for the payment of money heretofore received by the Agent in connection with the Loan Documents or otherwise received by the Agent from Obligors and their account debtors (such checks or instruments collectively referred to as "Instruments"), (ii) in and to any money due to become due under or by any reason of the Instruments and (iii) in and to any right to claim that such moneys are due.

First Union Commercial Corporation acknowledges that Comerica Bank, as Agent for and on behalf of certain lenders (including Comerica Bank in its individual capacity), is relying on this letter in connection with the funding of certain loans to the Company.

This letter agreement may be executed in counterparts, each of which shall be deemed to constitute an original document. If you have any questions concerning this matter, please feel free to contact me.

[Remainder of page intentionally left blank].

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OCT 12 '99 12:41 FR BL&D DETROIT

313393 7579 TO A2

P.12/15

OCT 07 1999 15:34 FR COMERICA SYNDICATIONS313 222 9434 TO BODMAN LONGLEY P.06/09

90:300d 6511 1EE 00L

27:51 666T 90 100

PAGE 4/4

ID:704 374 2703

OCT-05-99 15:41 FROM:FU CORP FINANCE
Arch Aluminum & Glass Co., Inc.
October 6, 1999
Page 5

Very truly yours,

FIRST UNION COMMERCIAL CORPORATION, AS AGENT

By: Wils Oarot

Its: V.D.

AGREED TO AND ACCEPTED BY ON OCTOBER 6, 1999:

ARCH ALUMINUM & GLASS CO., INC.

By: _____

Its: _____

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OCT 05 '99 17:39

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PATENT
REEL: 010340 FRAME: 0119

OCT 12 '99 12:41 FR BL&D DETROIT

313 393 7579 TO A2

P.13/15

24:31 6661 90 100

20:30 6661 90 100

OCT 06 '99 10:22 FR BL&D DETROIT

313 393 7579 TO 9-17043311159-00 P.06/08

Arch Aluminum & Glass Co., Inc.
October 6, 1999
Page 5

Very truly yours,

FIRST UNION COMMERCIAL CORPORATION, AS AGENT

By: _____

Its: _____

AGREED TO AND ACCEPTED BY ON OCTOBER 6, 1999:

ARCH ALUMINUM & GLASS CO., INC.

By: _____

Its: Vice-President - Gene Silvestro

CHARLES S. S. S.

OCT 06 '99 10:22 FR BL&D DETROIT
20:30 6661 90 100

OCT 06 '99 10:22 FR BL&D DETROIT
20:30 6661 90 100

RECORDED 11/01/1999

PATENT
REEL: 010340 FRAME: 0120