

NEW 2/17/00

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

03-21-2000



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U.S. Department of Commerce  
Patent and Trademark Office

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### 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 Release of Security Interest

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

Department File     Secret File

#### Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) The Chase Manhattan Bank, as Administrative Agent    Execution Date: 12/29/99

Name (line 2) \_\_\_\_\_

#### Second Party

Name (line 1) \_\_\_\_\_    Execution Date: 12/29/99

Name (line 2) \_\_\_\_\_

#### Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Mansfield Plumbing Products, Inc.

Name (line 2) \_\_\_\_\_

Address (line 1) 8425 Pulsar Place, Suite 220

Address (line 2) \_\_\_\_\_

Address (line 1) Columbus    Ohio    43240  
City    State/Country    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) \_\_\_\_\_

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. PATENT

REEL: 010609 FRAME: 0517

Correspondent Name and Address Area Code and Telephone Number: 800-833-9298

Name: Amy C. Brady  
Address (line 1): CSC  
Address (line 2): 80 State Street  
Address (line 3): 6th Floor  
Address (line 4): Albany, NY 12207

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 5

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)  
[ ] [ ] [ ] | 4453560 4479631 4600031  
[ ] [ ] [ ] | 4604763 4832310 D 314229  
[ ] [ ] [ ] | [ ] [ ] [ ]

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. # 6

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 240.00  
Method of Payment: Enclosed [X] 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: 010609 FRAME: 0519

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.

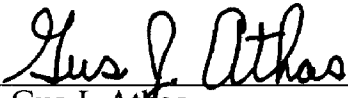
Very truly yours,

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

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

Acknowledged and Agreed:

**FALCON BUILDING PRODUCTS INC.**

By:   
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: Lenard Weiner  
Name: Lenard Weiner  
Title:

Acknowledged and Agreed:

**FALCON BUILDING PRODUCTS INC.**

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

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