

FORM PTO-1619A

Expires 06/30/99
OMB 0651-0027

07-11-2000



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U.S. Department of Commerce
Patent and Trademark Office
PATENT

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

Submission Type

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Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
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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) Penn Ventilation, Inc.

Name (line 2)

Address (line 1) 9995 Gentry Road

Address (line 2)

Address (line 1) Philadelphia PA 19115

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. 20503

PATENT
REEL: 010892 FRAME: 0685

Correspondent Name and Address Area Code and Telephone Number 800-833-9848

Name Amy Lee Bradley
Address (line 1) CSC
Address (line 2) 80 State Street
Address (line 3) 10th 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)		
<u>08780691</u>	<u>08792796</u>		<u>4411453</u>	<u>4253796</u>	<u>4475534</u>
			<u>4977884</u>	<u>4987882</u>	<u>5254034</u>
			<u>5292353</u>	<u>5336050</u>	<u>5512809</u>

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 US971225 PCT PCT
PCT PCT PCT

Number of Properties Enter the total number of properties involved. # 12

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 480.00
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 Ashley S. Gregory 12/29/99
Name of Person Signing Signature Date

2/17/00

~~Patent~~

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~~03-21-2000~~
~~RECORDED~~

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06-22-2000

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Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

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480.00 DP

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REEL: 010892 FRAME: 0687

Correspondent Name and Address Area Code and Telephone Number 800-833-9848

Name Amy Lee Brady
Address (line 1) CSC
Address (line 2) 280 State Street
Address (line 3) 10th Floor
Address (line 4) Albany NY 12207

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PCT PCT PCT
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Number of Properties Enter the total number of properties involved. # 11

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 480.00
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 Ashley S. Gregory 12/29/99
Name of Person Signing Signature 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

PATENT
REEL: 010892 FRAME: 0689

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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