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

<table>
<thead>
<tr>
<th>Submission Type</th>
<th>Conveyance Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>® New</td>
<td></td>
</tr>
<tr>
<td>Resubmission (Non-Recoradation)</td>
<td></td>
</tr>
<tr>
<td>Document ID#</td>
<td></td>
</tr>
<tr>
<td>Correction of PTO Error</td>
<td></td>
</tr>
<tr>
<td>Reel #</td>
<td>Frame #</td>
</tr>
<tr>
<td>Corrective Document</td>
<td>Reel #</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Conveying Party(ies)</th>
<th>Mark if additional names of conveying parties attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (line 1)</td>
<td>The Chase Manhattan Bank, as Administrative Agent</td>
</tr>
<tr>
<td>Name (line 2)</td>
<td></td>
</tr>
<tr>
<td>Second Party</td>
<td></td>
</tr>
<tr>
<td>Name (line 1)</td>
<td></td>
</tr>
<tr>
<td>Name (line 2)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Receiving Party</th>
<th>Mark if additional names of receiving parties attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (line 1)</td>
<td>Penn Ventilation, Inc.</td>
</tr>
<tr>
<td>Name (line 2)</td>
<td></td>
</tr>
<tr>
<td>Address (line 1)</td>
<td>9995 Gentry Road</td>
</tr>
<tr>
<td>Address (line 2)</td>
<td></td>
</tr>
<tr>
<td>Address (line 1)</td>
<td>Philadelphia, PA 19115</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Domestic Representative Name and Address</th>
<th>Enter for the first Receiving Party only.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address (line 1)</td>
<td></td>
</tr>
<tr>
<td>Address (line 2)</td>
<td></td>
</tr>
<tr>
<td>Address (line 3)</td>
<td></td>
</tr>
<tr>
<td>Address (line 4)</td>
<td></td>
</tr>
</tbody>
</table>

FOR OFFICE USE ONLY
Correspondent Name and Address

Name: Amy Lee Brady
Address (line 1): CSA
Address (line 2): 20 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.

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)

<table>
<thead>
<tr>
<th>Patent Application Number(s)</th>
<th>Patent Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>08780691</td>
<td>4411453 4253796 4475534</td>
</tr>
<tr>
<td>08792796</td>
<td>4977884 4987882 5254034</td>
</tr>
<tr>
<td></td>
<td>5292353 5336050 5512809</td>
</tr>
</tbody>
</table>

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 ]

Number of Properties
Enter the total number of properties involved.

| Number of Properties | # 12 |

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $480.00

Method of Payment:

Enclosed

Deposit 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.

Name of Person Signing: Ashley S. Gregory
Signature: [Signature]
Date: 12/29/99

Ashley S. Gregory

12/29/99
**Submission Type**

- New [X]
- Resubmission (Non-Recordation)
- Correction of PTO Error
- Corrective Document

**Conveyance Type**

- Assignment
- Security Agreement
- License
- Change of Name
- Merger [X]
- Other Release of Security Interest

**Conveying Party(ies)**

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

**Receiving Party**

- 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

**Domestic Representative Name and Address**

- Name
- Address (line 1)
- Address (line 2)
- Address (line 3)
- Address (line 4)

---

| For Office Use Only |

- 03/20/2000 00000103 00000103
- FC:581 480.00 DP
- REEL: 010892  FRAME: 0687

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 (0651-0077); Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0057, 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.
**Correspondent Name and Address**  
Name: Amy Lee Brady  
Address (line 1): ...  
Address (line 2): 80 Stride Street  
Address (line 3): 10th Floor  
Address (line 4): Albany, NY 12207

**Application Number(s) or Patent number(s)**  
Mark if additional numbers attached

<table>
<thead>
<tr>
<th>Patent Application Number(s)</th>
<th>Patent Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>08780691</td>
<td>4411453</td>
</tr>
<tr>
<td>08792796</td>
<td>4253796</td>
</tr>
<tr>
<td></td>
<td>4475534</td>
</tr>
<tr>
<td></td>
<td>4977884</td>
</tr>
<tr>
<td></td>
<td>4987882</td>
</tr>
<tr>
<td></td>
<td>5254034</td>
</tr>
<tr>
<td></td>
<td>5292353</td>
</tr>
<tr>
<td></td>
<td>5336050</td>
</tr>
<tr>
<td></td>
<td>5512809</td>
</tr>
</tbody>
</table>

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.

**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.  
# 11

**Fee Amount**
Fee Amount for Properties Listed (37 CFR 3.41): $480.00

Method of Payment: Enclosed 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 [x] 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 [Signature]  
Date 12/29/99
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
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. Athas
Name: Gus J. Athas
Title: Executive Vice President

80095750_2.doc
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: [Signature]
Name: Leonard Weiner
Title: [Title]

Acknowledged and Agreed:

FALCON BUILDING PRODUCTS INC.

By: [Signature]
Name: Gus J. Athas
Title: Executive Vice President