

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

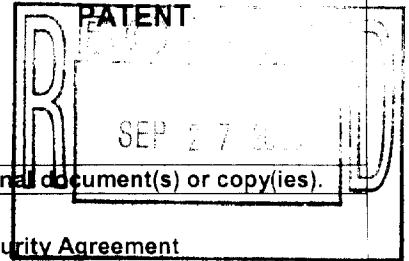
10-20-2000



U.S. Department of Commerce  
Patent and Trademark Office

101491913

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 **9-27-00**  
☐ 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 Agreement  
**U.S. Government**  
(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) Congress Financial Corporation

Execution Date  
Month Day Year  
08261999

Name (line 2) a corporation of Delaware

Second Party

Name (line 1) \_\_\_\_\_

Execution Date  
Month Day Year  
\_\_\_\_\_

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

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Central Castings Corporation

Name (line 2) a corporation of Alabama

Address (line 1) 2260 Old Gadsen Highway

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

Address (line 3) Anniston AL 36206  
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) \_\_\_\_\_

00/19/2000 DBT/KMP 00000051 4655078

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240.00 DF

FOR OFFICE USE ONLY

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

**Correspondent Name and Address**

Area Code and Telephone Number

212-715-9325

Name Randal D. Murdock, Esq.

Address (line 1) Kramer Levin Naftalis &amp; Frankel LLP

Address (line 2) 919 Third Avenue

Address (line 3) New York, New York 10022

Address (line 4)

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

# 22

**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)

4655078

5031755

5104153

4613171

5104153

5149144

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

☒

Deposit Account

Deposit Account

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

Deposit Account Number:

#

50-0540

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.

Randal D. Murdock

Randal D. Murdock

9/7/00

Name of Person Signing

Signature

Date

EQUIVALENT TO  
FORM PTO-1619C

Expires 06/30/99  
OMB 0651-0027

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

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

**Conveying Party(ies)**

Enter additional Conveying Parties

☐ Mark if additional names of conveying parties attached

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party(ies)**

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/County

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/County

Zip Code

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**Application Number(s) or Patent Number(s)**

☐ Mark if additional names of receiving parties attached

Enter either the Patent Application Number or the Patent Number (DOCS ENTER BOTH numbers for the same property).

Patent Application Number(s)

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RELEASE OF SECURITY INTEREST IN PATENTS

KNOW ALL MEN BY THESE PRESENTS, that CONGRESS FINANCIAL CORPORATION, a Delaware corporation (hereinafter referred to as "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036, DOES HEREBY CERTIFY that any security interest it holds in certain patents of CENTRAL CASTINGS CORPORATION, an Alabama corporation ("Debtor"), having a place of business at 2660 Old Gadsen Highway, Anniston, Alabama 36206, pursuant to a certain Patent Collateral Assignment and Security Agreement, dated September 18, 1998, recorded in the United States Patent and Trademark Office on October 6, 1998 at Reel 9490, Frame 0949 (the "Patent Security Agreement"), which patents are more fully identified in Schedule A annexed hereto and made a part thereof is released and all interests in such property previously assigned to Secured Party under the Patent Security Agreement are hereby reassigned to Debtor, without recourse or representation or warranty, express or implied, of any kind.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Patent to be executed by its duly authorized corporate officer this 16 day of <sup>May</sup> ~~April~~, 2000.

CONGRESS FINANCIAL CORPORATION

By: [Signature]

Title: [Signature]

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On the 16 day of <sup>MAY</sup> ~~April~~, 2000, before me personally came JOSEPH MORRIS, to me known, who being by me duly sworn, did depose and say, that he/she is the 1st VICE PRESIDENT of CONGRESS FINANCIAL CORPORATION and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

MARIA NUNEZ  
NOTARY PUBLIC, State of New York  
No. 01NU5086952  
Qualified in Queens County  
Cert. Filed in New York County  
Commission Expires Oct. 27, 2001

**LIST OF PATENTS AND PATENT APPLICATIONS****Applications for Patent:****File No.*****Patents applied for:***

1.) Universal Pipe Coupling with Interfitting Ends:

5903-173

***Existing Patents:*****Patent No. Date**

1.) Sprinkler Drain and Test Valve

4655078 7-Apr-87

2.) Fittings for Pipe

5104153 14-Apr-92

3.) Ease-Tee

-7271532 5104153

4.) Pipe Line Termination System

5031755 16-Jul-91

5.) Junction Coupling w/ Unitary Locking Gasket

4613171 23-Sep-86

6.) Pipe Branch Fitting and Branch Appliance

5149144 22-Sep-92

RELEASE AGREEMENT

As of August 26, 1999

Central Sprinkler Company  
451 North Cannon Avenue  
Lansdale, Pennsylvania 19446

Central CPVC Corporation  
245 Swancott Road  
Madison, Alabama 35758

Central Castings Corporation  
2660 Old Gadsen Highway  
Anniston, Alabama 36206

Ladies and Gentlemen:

Congress Financial Corporation ("Congress"), Central Sprinkler Company ("Central"), Central CPVC Corporation ("CPVC") and Central Castings Corporation ("Castings", together with Central and CPVC, each individually, a "Borrower" and collectively, "Borrowers") have entered into financing arrangements pursuant to which Congress has made loans and advances (collectively, the "Loans") and provided other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated September 16, 1998, among Congress and Borrowers (as the same has been amended or supplemented prior to the date hereof, the "Loan Agreement", and together with all related agreements, documents and instruments, as each may have been amended, modified, supplemented or extended, collectively, the "Financing Agreements").

Concurrently herewith, (a) Tyco Acquisition Corp. VI ("Tyco") is acquiring Borrowers and Guarantors (as hereinafter defined) by the merger of Alpha Acquisition Corp., a wholly owned subsidiary of Tyco, with and into Central Sprinkler Corporation ("CSC"), the parent company of Borrowers, with CSC as the survivor and in connection therewith is causing funds to be advanced to Congress in the amount of \$47,815,061.76 (the "Payoff Amount") to repay all of the Loans, other than the obligations, liabilities and indebtedness of Borrowers to Congress arising pursuant to or in connection with the letters of credit arranged for by Congress for the account of Borrowers or otherwise issued under the Financing Agreements and certain other obligations, liabilities and indebtedness in connection therewith (collectively, the "L/C Obligations") and (b) First Union National Bank ("First Union") and Congress are entering into an agreement pursuant to which all obligations, liabilities and indebtedness in respect of any L/C

Obligations that Congress may have had or may have to First Union are being terminated pursuant to the letter agreement, dated as of the date hereof, by First Union in favor of Congress.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Repayment. Borrowers shall pay or cause to be repaid to Congress, at Borrowers' cost and expense, on the date hereof, by federal funds wire transfer the amount of the Payoff Amount plus accrued interest and other charges for each day from (and including) August 26, 1999, in the event that the Payoff Amount is not received by Congress by 5:00 p.m. New York City time on such date, sent to:

The Chase Manhattan Bank  
4 New York Plaza  
New York, New York  
ABA No. 021 000 021

For credit to:  
Congress Financial Corporation  
Account No. 322-001-293  
Re: Central Sprinkler Company

2. Releases.

(a) Subject to the terms and conditions contained herein, (i) upon receipt of the Payoff Amount, the Loans shall be deemed repaid in full, (ii) the Financing Agreements are hereby terminated, cancelled and of no further force and effect and Congress shall have no further obligation to make any Loans or provide any Letter of Credit Accommodations or have any other obligations, duties or responsibilities in connection with the Financing Agreements, other than the obligations of Congress hereunder, (iii) all security interests in and liens upon any and all properties and assets of Borrowers and any other person or entity liable on or in respect of the Loans, whether as guarantor, endorser, surety, or otherwise, including, but not limited to, CSC and Central Sprinkler Export Corporation (each individually, a "Guarantor", and collectively, "Guarantors") heretofore granted by Borrowers or such Guarantor to Congress pursuant to the Financing Agreements are hereby released and terminated, and (iv) Congress hereby releases, discharges and acquits each Borrower and Guarantor, its officers, directors, agents and employees and its and their respective successors and assigns, from all obligations to each Borrower and Guarantor (and its or their respective successors and assigns), except for the obligations of Borrowers and Guarantors hereunder, and, except as set forth herein, any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that Congress at any time had or has, or that its successors and assigns hereafter

can or may have against any Borrower or Guarantor, its officers, directors, agents or employees and its and their respective successors and assigns in connection with the Financing Agreements.

(b) Each Borrower and Guarantor hereby releases, discharges and acquits Congress, its officers, directors, agents and employees and its and their respective successors and assigns, from all obligations to each Borrower and Guarantor (and its or their respective successors and assigns), except for the obligations of Congress hereunder, and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that any Borrower or Guarantor at any time had or has, or that its successors and assigns hereafter can or may have against Congress, its officers, directors, agents or employees and its and their respective successors and assigns in connection with the Financing Agreements.

3. Indemnification for Returned Items and Related Expenses. Each Borrower agrees to pay Congress on demand all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred in connection with this letter agreement and any instruments or documents contemplated hereunder.

4. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Congress from or for the account of any Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Congress whether in any bankruptcy, reorganization, insolvency or similar proceeding involving any such Borrower, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against any such Borrower and Guarantors and their successors or assigns. In such event, Borrowers and Guarantors shall be and remain liable to Congress for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Congress.

5. Conditions Precedent. The effectiveness of the releases contained in Section 2(a) above and any UCC termination statements or other release documents delivered in connection herewith is subject to and conditioned upon the receipt by Congress of: (a) cash or other immediately available funds of the Payoff Amount, (b) an original or facsimile photocopy of a letter agreement by First Union in favor of Congress in respect of the termination of any obligations that Congress may have to First Union in respect of all L/C Obligations and (c) an original or facsimile photocopy of this letter duly executed by the parties hereto.

6. Further Assurances. At the request of Borrowers, at Borrowers' expense, Congress agrees to execute and deliver additional termination statements and such other and further documents and instruments reasonably acceptable to Congress, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby. If requested by Borrowers and Guarantors, Congress agrees to promptly deliver to Borrowers and Guarantors, UCC termination statements covering the financing statements previously filed by Congress against Borrowers and Guarantors, and such other documents or instruments to effect the release and termination of any other security interests or liens as provided herein.



7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

8. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of New York (without giving effect to principles of conflict of laws).

Very truly yours,

CONGRESS FINANCIAL CORPORATION

By: Thomas R. Beggs

Title: VP

ACKNOWLEDGED AND AGREED:

CENTRAL SPRINKLER COMPANY

By: Bernard J. Doherty

Title: Bernard J. Doherty  
Vice President

CENTRAL CASTINGS CORPORATION

By: Bernard J. Doherty

Title: Bernard J. Doherty  
Vice President

CENTRAL CPVC CORPORATION

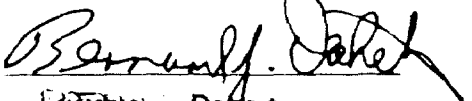
By: Bernard J. Doherty

Title: Bernard J. Doherty  
Vice President

[SIGNATURES CONTINUE ON NEXT PAGE]

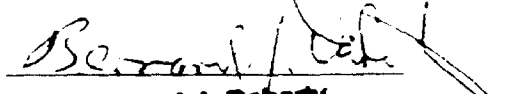
ACKNOWLEDGED AND AGREED:

CENTRAL SPRINKLER CORPORATION

By: 

Title: Bernard J. Doherty  
Vice President

CENTRAL SPRINKLER EXPORT CORPORATION

By: 

Title: Bernard J. Doherty  
Vice President