

07-24-2002



Form PTO-1595
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The CIT Group/Business Credit, Inc.
900 Ashwood Parkway
Atlanta, Georgia 30338

7.22.02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release of 5/31/94 Security Ag

Execution Date: 10/25/96

2. Name and address of receiving party(ies)

Name: The Utility Supply Group, inc.

Internal Address: _____

Street Address: 200 Highway 6, Suite 620

City: Waco State: TX Zip: 76703

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 5,074,526

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JoAnn Sherman - USFilter

Internal Address: IP Administration Dept.

Street Address: 75 Technology Drive

City: Lowell State: MA Zip: 01851

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500214

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2002 JUL 22 AM 7:23
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

JoAnn M. Sherman
Name of Person Signing

JoAnn M. Sherman
Signature

July 10, 2002
Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/23/2002 GT0N11 00000147 500214 5074526

01 FC:581 40.00 CH

PATENT
REEL: 013101 FRAME: 0512



Date: October 25, 1996

The Utility Supply Group, Inc.
200 Highway 6, Suite 620
Waco, TX 76703

RE: TERMINATION/REASSIGNMENT

Gentlemen:

We refer to the Financing Agreement among you and the undersigned, as Agent and as Lender, dated May 31, 1994, as amended (herein the "Agreement"). Capitalized terms used herein and defined in the Agreement shall have the same meanings as set forth therein unless otherwise specifically defined herein.

Concurrently herewith or prior hereto: (i) you have paid or caused to be paid to us the outstanding balance due and owing by you to us under the Agreement; (ii) we have reassigned and hereby do reassign to you, without recourse or warranty, all of the Accounts and other Collateral previously assigned by you to us; (iii) the Agreement and any and all related documents, instruments, and other agreements executed in connection therewith are hereby terminated by mutual consent; and (iv) we hereby terminate and release all of our liens in your property and are delivering herewith instruments to evidence the termination and release of such liens or security interests on the public record.

In consideration of the above, and for other valuable consideration receipt of which is hereby acknowledged, and subject to the below exceptions, we hereby remise, release and discharge you, and your successors and assigns, and you hereby remise, release and discharge us and our successors and assigns, of and from any and all claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, whether in law or in equity, which either party ever had, now has, or hereafter may have against the other, directly or indirectly arising out of or in any way relating to the Agreement, any amendments thereto, or any transactions between you and us thereunder (herein the "Mutual Release").

Notwithstanding anything herein to the contrary, you hereby agree and acknowledge that all of our rights are reserved and preserved in and to any checks or similar instruments for the payment of money heretofore received and retained by us in connection with the Agreement, and in and to any money due or to become due by reason of such checks or similar instruments, and/or the proceeds thereof, and/or all of our claims thereon. Further, you acknowledge that we may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore delivered by you or your account debtors pursuant to the provisions of the Agreement and deposited by us for collection, the

A company of
Dai-ichi Kangyo Bank and
Chemical Banking Corporation

FILE

NOTARIAL CERTIFICATE

Commonwealth of Massachusetts }
 } ss.
County of Middlesex }

I, Cheryl L. McGrath, hereby certify that the attached document is a true and correct copy of the of the Termination/Reassignment document dated October 25, 1996.

Date July 10, 2002

Cheryl L. McGrath
Cheryl L. McGrath
Notary Public

**Cheryl L. McGrath
NOTARY PUBLIC
Commonwealth of MASSACHUSETTS
My Commission Expires
March 14, 2008**

SEAL