

<p>Form PTO-1595 (Rev. 10/02) OMB No. 0851-0027 (exp. 6/30/2005) Tab settings</p>		<p>RECORDATION FORM COVER SHEET PATENTS ONLY</p>	<p>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</p>
<p>To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.</p>			
<p>1. Name of conveying party(ies): <u>Bank of America, National Association</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <u>Release of Security Agreement</u></p> <p>Execution Date: <u>09/24/2003</u></p>	<p>2. Name and address of receiving party(ies) Name: <u>Metcraft, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>13910 Kessler Drive</u></p> <p>City: <u>Grandview</u> State: <u>MO</u> Zip: <u>64030</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>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: _____</p> <p>A. Patent Application No.(s) _____</p> <p>B. Patent No.(s) <u>4,773,436;</u> <u>5,628,490</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Marcia J. Rodgers</u></p> <p>Internal Address: <u>Shughart Thomson & Kilroy</u> <u>Suite 1600</u></p> <p>Street Address: <u>120 West 12th Street</u></p> <p>City: <u>Kansas City</u> State: <u>MO</u> Zip: <u>64105</u></p>	<p>6. Total number of applications and patents involved: <input checked="" type="checkbox"/> 2</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>80.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>12-1660</u></p>		
<p>DO NOT USE THIS SPACE</p>			
<p>9. Signature.</p> <p><u>Marcia J. Rodgers</u> <u>Marcia J. Rodgers</u> <u>October 22, 2003</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and documents: <input checked="" type="checkbox"/> 8</p>			

CH \$80.00 12-1660 4773436

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

SEP-24-03 10:54 From: MCCARTHY TETRAULI LLP

FIRST AMENDMENT TO LOAN AGREEMENT

This First Amendment to Loan Agreement (the "Amendment") is dated as of September __, 2003 and entered into between Emco Corporation (the "Borrower") and Bank of America, National Association acting through its Canada branch, for itself as a lender and as agent (in the latter capacity, the "Agent") and is made with reference to the Amended and Restated Loan and Security Agreement between the Borrower, the Agent, the financial institutions from time to time party thereto (the "Lenders"), Emco Building Products Corp., Metcraft, Inc. ("Metcraft"), Pro-Fit Piping Components, Inc. and Emco Holdings Inc. ("Holdings") dated as of May 30, 2003 (the "Loan Agreement"). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Loan Agreement.

RECITALS

WHEREAS the Borrower on behalf of Holdings has entered into a letter of intent pursuant to which it has agreed to sell all of the outstanding shares of Metcraft to Power Sock Systems, Inc. (the "Sale");

WHEREAS all the conditions precedent to the Sale have been met and the Sale is being completed on the date hereof;

WHEREAS not less than 90 days written notice (with reasonable particulars) of the Sale has been provided to the Agent;

WHEREAS the conditions to Holdings being able to complete the Sale under the Loan Agreement have been met;

AND WHEREAS after the Sale is completed, Metcraft will cease to be an Affiliate of a Credit Party and will cease to be a Guarantor;

NOW, THEREFORE, in consideration of the mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Borrower agree as follows:

SECTION 1 - RELEASES, ACKNOWLEDGEMENTS AND AMENDMENTS

- 1.1 The Borrower hereby certifies and confirms to the Agent that the Sale is made in compliance with Section 9.9 of the Loan Agreement.
- 1.2 The Agent hereby releases the Agent's Liens on the shares of Metcraft and on all Collateral which is property or assets of Metcraft, as well as the Intercompany Security granted by Metcraft. The parties hereby acknowledge that, as of the date hereof, no assets of Metcraft will be included in the calculation of the Borrowing Base and, therefore, of Adjusted Availability.



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1.3 Metcraft is hereby released and discharged from all obligations and liabilities under the Loan Agreement and the Loan Documents to which it is party and will not from this date forward be treated as a party to the Loan Agreement or any other Loan Document. Metcraft renounces all rights and benefits it may have as a party to the Loan Agreement and the other Loan Documents to which it is a party and hereby releases the Agent and the Lenders from any and all obligations and liabilities any or all of them may have to Metcraft thereunder or in respect thereof.

SECTION 2 - EFFECTIVENESS

2.1 This Amendment shall become effective (the "First Amendment Effective Date") as of the date hereof upon execution and delivery of this Amendment by all parties.

SECTION 3 - MISCELLANEOUS

3.1 **References to and Effect on the Loan Agreement and the Other Loan Documents.**

- (1) On and after the First Amendment Effective Date, each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Loan Agreement, and each reference in the other Loan Documents to the "Loan Agreement", "thereunder", "thereof" or words of like import referring to the Loan Agreement, shall mean and be a reference to the Amended Agreement.
- (2) Except as specifically amended by this Amendment, the Loan Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.
- (3) The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Agent or any Lender under, the Loan Agreement or any of the other Loan Documents.

3.2 **Fees and Expenses.** The Borrower acknowledges that all costs, fees and expenses incurred by the Agent and its counsel with respect to this Amendment and the documents and transactions contemplated hereby shall be for the account of the Borrower.

3.3 **Captions.** The captions and headings contained in this Amendment are for convenience of reference only and shall not affect the interpretation of this Amendment.

3.4 **Governing Law.** THIS AMENDMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

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SEP-24-03 15:58 From:MCARTHY TETRAULI LLP

THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

3.5 Counterparts Effectiveness. This Amendment may be executed in any number of counterparts, and by the Agent and the Borrower in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same amendment; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, the parties have entered into this Amendment on the date above written.

EMCO CORPORATION

By: [Signature] _____

Name: BRAD LATNER
Title: VP, ASST. TREASURER

By: [Signature] _____

Name: MARIE F. WHITLEY
Title: VICE PRESIDENT, GENERAL COUNSEL & SECRETARY

BANK OF AMERICA NATIONAL ASSOCIATION, ACTING THROUGH ITS CANADA BRANCH, as Agent

By: [Signature] _____

Name: Jeff Burdon
Title: Vice-President

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SEP-24-03 10:00 FROM:BLANKIN (SIGNED) ***

PRO-FIT PIPING COMPONENTS, INC.

By: 
Name: **BRAD LATNER**
Title: **ASSISTANT TREASURER**

By: 
Name: **MARK F. WHITLEY**
Title: **SECRETARY**

EMCO BUILDING PRODUCTS CORP.

By: 
Name: **BRAD LATNER**
Title: **ASSISTANT TREASURER**

By: 
Name: **MARK F. WHITLEY**
Title: **SECRETARY**

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SEP-24-03 10:00 FROM:EMCO INC TO:EMCO INC

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EMCO HOLDINGS INC.

By: 

Name: **BRAD LATNER**
Title: **ASSISTANT TREASURER**

By: 

Name: **MARK R. WHITLEY**
Title: **SECRETARY**

METCRAFT, INC.

By: 

Name: **BRAD LATNER**
Title: **ASSISTANT TREASURER**

By: 

Name: **MARK R. WHITLEY**
Title: **SECRETARY**

Legal: CAUGERB/Cat/Lead W/rev/Client/Dep of Assets - 02002102EMCO - 0070/Documents/First amendment 03.doc 2003-09-22 06:52

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RECORDED: 10/22/2003

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