

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Congress Financial Corporation</td> <td>08/13/2001</td> </tr> </tbody> </table>		Name	Execution Date	Congress Financial Corporation	08/13/2001						
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Congress Financial Corporation	08/13/2001										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Thermal Engineering International (USA) Inc.</td> </tr> <tr> <td>Street Address:</td> <td>5701 South Eastern Avenue</td> </tr> <tr> <td>City:</td> <td>Commerce</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90040</td> </tr> </table>		Name:	Thermal Engineering International (USA) Inc.	Street Address:	5701 South Eastern Avenue	City:	Commerce	State/Country:	CALIFORNIA	Postal Code:	90040
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Street Address:	5701 South Eastern Avenue										
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>5467824</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	5467824						
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Patent Number:	5467824										
CORRESPONDENCE DATA											
Fax Number:	2028611783										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	202-861-1500										
Email:	lgiap@bakerlaw.com										
Correspondent Name:	BAKER HOSTETTLER LLP										
Address Line 1:	1050 Connecticut Avenue, NW										
Address Line 2:	Suite 1100										
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036										
ATTORNEY DOCKET NUMBER:	87295.21012.THERMAL										
NAME OF SUBMITTER:	Stephen S. Fabry										
Signature:	/Stephen S. Fabry/										
Date:	09/25/2013										
Total Attachments: 18											

CH \$40.00 5467824

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RELEASE AGREEMENT

August 20, 2001

BDT Engineering Corporation
Thermal Engineering Acquisition Corp.
Thermal Engineering International (USA) Inc.
TEI Construction Services Inc.
Ceramic Cooling Tower Corporation
Balcke-Dürr Consolidated, Inc.
5701 South Eastern Avenue
Commerce, California 90040

Thermal Engineering International Limited
BDT Engineering Limited
P.O. Box 38
Calder Vale Road
Wakefield, West Yorkshire WF1 5PF
England

Ladies and Gentlemen:

Congress Financial Corporation ("Congress") and Thermal Engineering International (USA) Inc. ("TEI (USA)"), TEI Construction Services Inc. ("TEI Services"), Ceramic Cooling Tower Corporation ("CCT"), and together with TEI (USA) and TEI Services, collectively, "US Borrowers" have entered into financing arrangements pursuant to which Congress may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated as of June 4, 1997, by and among Borrowers, BDT Engineering Corporation ("BDT Engineering") and Thermal Engineering Acquisition Corp. ("US Parent") and Congress (as the same has been amended or supplemented before the date hereof, the "Loan Agreement") and the agreements, documents and instruments at any time executed or delivered in connection therewith or related thereto, including, but not limited to, the Limited Recourse Guarantee, dated as of February 9, 2000, by Balcke-Dürr Consolidated, Inc. ("BDCI"; together with BDT Engineering and US Parent, collectively, "US Guarantors") in favor of Congress (all of the foregoing together with the Loan Agreement, as each may have been amended, modified, supplemented or extended, collectively, the "Financing Agreements").

Congress and Thermal Engineering International Limited ("TEIL"), and together with US Borrowers, collectively, "Borrowers") have entered into financing arrangements pursuant to which Congress may make loans and advances and provide other financial accommodations to TEIL as set forth in the Loan Agreement, dated as of June 4, 1997, by and between TEIL and Congress (as the

same has been amended or supplemented before the date hereof, the "TEIL Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed or delivered in connection therewith or related thereto, including, without limitation, the Guarantee and Indemnity, dated as of June 4, 1997, by BDT Engineering Limited formerly know as Thermal Engineering Holdings Limited ("UK Parent" or "BDT Limited", and together with US Guarantors, collectively, "Guarantors") in favor of Congress (all of the foregoing, together with the TEIL Loan Agreement, as each may have been amended, modified, supplemented or extended, collectively, the "TEIL Financing Agreements"; and together with the Financing Agreements, collectively, the "Thermal Group Financing Agreements").

Concurrently herewith, certain of Borrowers and Guarantors are entering into financing arrangements with Credit Suisse First Boston ("Lender") and are utilizing a portion of the initial secured loans provided by Lender to such Borrowers to repay all of the loans and advances made under the Thermal Group Financing Agreements (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 described on Exhibit A hereto (each individually, a "Letter of Credit", and collectively, the "Letters of Credit").

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; Pledge. Borrowers shall pay or cause to be repaid to Congress, at Borrowers' cost and expense, on the date hereof, by federal funds wire transfer (a) the amount of \$26,949,392.84, plus in the event that such amount is not received by Congress by 1:00 p.m. New York City time on August 20, 2001, accrued interest and other charges in the amount \$6,353.34 for each day from (and including) such date, and (b) the amount of \$1,260,000, which shall be pledged by US Borrowers to Congress as Cash Collateral (as hereinafter defined) as provided herein. The total amount sent to Congress on August 20, 2001 shall be \$28,209,392.84 (plus to the extent applicable, the aggregate per diem amount as provided for in this Section 1 if sent after 1:00 p.m. on August 20, 2001) and such amount shall be 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. 322-001293
Re: Thermal Engineering International (USA) Inc

2. Releases.

(a) Subject to the terms and conditions contained herein, (i) the financing arrangements relating to the Loans as between Borrowers and Congress pursuant to the Thermal Group Financing Agreements are hereby terminated, cancelled and of no further force and effect except for those provisions of the Thermal Group Financing Agreements relating to the Continuing Obligations (as hereinafter defined), (ii) Congress shall have no further obligation to make any Loans, provide any Letter of Credit Accommodation (as defined in the Loan Agreement), other financial accommodations or have any other duties or responsibilities in connection with the Thermal Group Financing Agreements except to allow the continuation of the Letters of Credit; provided, that, Congress shall have no obligation to extend the expiration date of any Letter of Credit or to agree to any other amendment thereof, (iii) all security interests and liens upon any and all properties and assets of Borrowers and Guarantors heretofore granted by such Borrower or Guarantor to Congress pursuant to the Thermal Group Financing Agreements are hereby released and terminated (except with respect to the Cash Collateral as provided herein), and (iv) Congress hereby releases, discharges and acquits each of Borrowers and Guarantors, each of its respective officers, directors, agents and employees and each of its and their respective successors and assigns, from any obligations relating to the Loans, except for the obligations of Borrowers and Guarantors hereunder, and, except as set forth in this Agreement, from 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 has or that any of its successors and assigns hereafter can or may have against Borrowers and Guarantors, and each of its respective officers, directors, agents or employees and its and their respective successors and assigns in connection with the Financing Agreements, except for the provisions of this Agreement and those provisions of the Financing Agreements that relate to the Continuing Obligations.

(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 each of its or their respective successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that any such 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.

3. Continuing Obligations. Notwithstanding anything to the contrary contained herein, Borrowers and Guarantors are not released from, and each Borrower and Guarantor hereby ratifies and confirms its continuing liability to Congress for the indefeasible payment and satisfaction in full of the following (collectively, the "Continuing Obligations"):

(a) all obligations of Borrowers arising pursuant to or in connection with the Letters of Credit, including, without limitation, (i) the obligation to pay Congress for amounts paid or payable by Congress to the issuer in respect of amounts drawn under any Letter of Credit, which amounts shall be due and payable to Congress, without notice or demand, at the option of Congress, immediately upon any such drawing under any Letter of Credit and (ii) all letter of credit fees, charges and expenses (including bank charges and expenses) accrued and accruing in respect of the Letters of Credit, which

fees owing to Congress shall be payable at the rate set forth in Section 2.2(b) of the Loan Agreement as in effect immediately before the effectiveness hereof, and shall be due and payable each week;

(b) interest (at the interest rate provided for in Section 3.1 of the Loan Agreement) upon all amounts owed to Congress in respect of the Letters of Credit or otherwise in respect of the Continuing Obligations, which interest shall accrue from the date of any drawing under the Letters of Credit or such other date on which each such amount is due under the terms of the Thermal Group Financing Agreements as in effect immediately prior to the effectiveness hereof, until Congress has received full and final payment thereof in immediately available funds;

(c) all obligations of Borrowers to Congress hereunder, including, without limitation, the obligations described in Sections 4, 5 and 7 hereof;

(d) any costs and expenses incurred by Congress, including, without limitation, attorneys' fees and legal expenses in connection with the termination of the Thermal Group Financing Agreements; and

(e) all indemnification obligations and other obligations in favor of Congress related to any such indemnification obligations that, pursuant to the terms of the Thermal Group Financing Agreements as in effect immediately prior to the effectiveness hereof, survive the termination thereof.

4. Indemnification for Returned Items and Related Expenses. Each Borrower agrees to indemnify Congress from any and all loss, cost, damage or expense (including, without limitation, attorneys' fees and legal expenses) which Congress may suffer or incur at any time as a result of: (i) any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by Congress to the account of Borrowers with Congress and (ii) any bookkeeping, accounting or other errors in calculation of any amount to be paid to Congress hereunder requiring an adjustment thereto, together with any expenses or other charges incident thereto and in addition, each Borrower agrees to pay Congress on demand all costs and expenses (including, without limitation, attorneys' fees and legal expenses) incurred in connection with this letter agreement and any instruments or documents contemplated hereunder.

5. Cash Collateral.

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Continuing Obligations, each US Borrower hereby irrevocably assigns, pledges, hypothecates, transfers, sets over to Congress, and grants to Congress a security interest in and right to set off against the sum specified in clause (b) of Section 1 hereof, which has been or shall be permitted herewith to Congress and all proceeds thereof (the "Cash Collateral").

(b) Congress shall hold such Cash Collateral, less any amounts thereof previously applied to Continuing Obligations, for a period of not less than ninety (90) days after the expiration date of the Letter of Credit with the latest expiration date. Upon the expiration of such ninety (90) day period, Congress shall release to US Borrowers any remaining Cash Collateral, plus an additional amount at a rate equal to three and one-half (3-1/2%) percent per annum less than the Prime Rate on the Cash Collateral held by Congress. Such rate shall be calculated on the basis of a three hundred sixty (360) day year and actual days elapsed. For purposes hereof, the term "Prime Rate" shall mean the rate from time to time publicly announced by First Union National Bank, or its successors, as its prime rate, whether or not such announced rate is the best rate available at such bank.

(c) Without limiting the rights of Congress elsewhere in this Agreement or under the Thermal Group Financing Agreements in respect of the Continuing Obligations, Congress may immediately apply the Cash Collateral from time to time against the Continuing Obligations when due, and Borrowers and Guarantors are and shall remain liable to pay any deficiency on demand.

(d) US Borrowers may before the expiry of any Letter of Credit, arrange with a financial institution to provide for the issuance of a letter of credit that will be substituted for any such Letter of Credit, so long as concurrently with the substitution of any such Letter of Credit, the following shall have been satisfied as determined by Congress (i) the original of any such Letter of Credit shall be surrendered to Congress for cancellation, and (ii) Congress shall have received an original letter addressed to Congress and the issuer of such Letter of Credit authorizing the cancellation of such Letter of Credit and confirming that no drawing has been made thereunder, duly authorized, executed and delivered by the beneficiary of such Letter of Credit.

6. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Congress reserves all of its rights in and to any checks or similar instruments for payment of money heretofore received by Congress in connection with its arrangements with Borrowers, and all of its rights to any monies due or to become due under said checks or similar instruments and all of its claims thereon.

7. 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 or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against 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.

8. Conditions Precedent. The effectiveness of the releases contained in Section 2(a) hereof 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 in the amounts set forth in Section 1 hereof and (b) a photocopy sent by telecopier of an original of this letter duly executed by the parties hereto.

9. Further Assurances; Authorization to File. 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. Each Borrower acknowledges that concurrently herewith, Congress is delivering to Borrowers or its counsel (a) UCC termination statements covering the financing statements previously filed by Congress against Borrowers and Guarantors and (b) the agreements, documents and instruments listed on Exhibit B attached hereto. Congress hereby irrevocably authorizes Borrowers and Guarantors (or its agent or designee) to file termination statements in any jurisdiction or office with respect to any financing statements between Congress, as secured party, and any Borrower or Guarantor, as debtor, previously filed by or on behalf of Congress.

10. 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).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

11. Counterparts. This Amendment Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties thereto.

Very truly yours,

CONGRESS FINANCIAL CORPORATION

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

THERMAL ENGINEERING INTERNATIONAL (USA) INC.

By: [Signature]

Title: [Signature]

TEI CONSTRUCTION SERVICES INC.

By: [Signature]

Title: [Signature]

CERAMIC COOLING TOWER CORPORATION

By: _____

Title: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

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CONGRESS FINANCIAL CORPORATION

By: _____

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ACKNOWLEDGED AND AGREED:

THERMAL ENGINEERING INTERNATIONAL (USA) INC.

By: _____

Title: _____

TEI CONSTRUCTION SERVICES INC.

By: _____

Title: _____

CERAMIC COOLING TOWER CORPORATION

By:  _____

Title: CEO

[SIGNATURES CONTINUE ON NEXT PAGE]

(SIGNATURES CONTINUED FROM PRIOR PAGE)

THERMAL ENGINEERING INTERNATIONAL LIMITED

By: [Signature]

Title: D GILLIBRAND CEO

ACKNOWLEDGED AND AGREED:

BDT ENGINEERING CORPORATION

By: _____

Title: _____

THERMAL ENGINEERING ACQUISITION CORP.

By: _____

Title: _____

BALCKE-DÜRR CONSOLIDATED, INC.

By: _____

Title: _____

BDT ENGINEERING LIMITED

By: [Signature]

Title: D GILLIBRAND CEO

[SIGNATURES CONTINUED FROM PRIOR PAGE]

THERMAL ENGINEERING INTERNATIONAL LIMITED

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

BDT ENGINEERING CORPORATION

By: _____

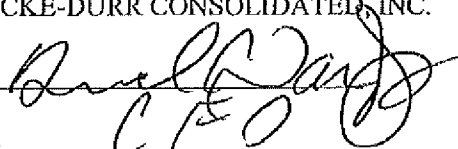
Title: _____

THERMAL ENGINEERING ACQUISITION CORP.

By: _____

Title: _____

BALCKE-DÜRR CONSOLIDATED, INC.

By:  _____

Title: CEO

BDT ENGINEERING LIMITED

By: _____

Title: _____

ACKNOWLEDGED AND AGREED, as to
Section 4(b) hereof

CREDIT SUISSE FIRST BOSTON

[SIGNATURES CONTINUED FROM PRIOR PAGE]

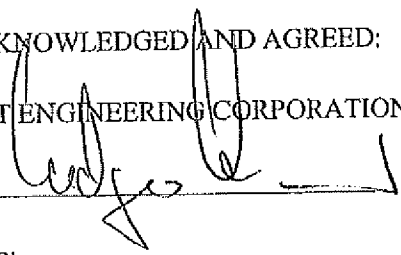
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By: _____

Title: _____

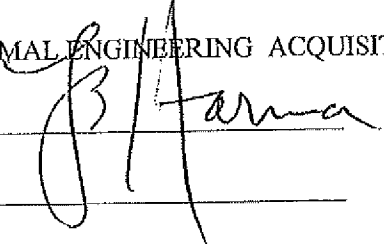
ACKNOWLEDGED AND AGREED:

BDT ENGINEERING CORPORATION

By:  _____

Title: _____

THERMAL ENGINEERING ACQUISITION CORP.

By:  _____

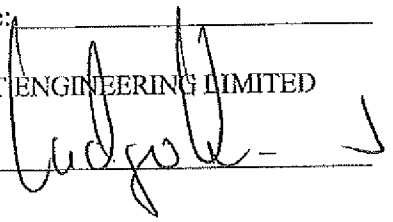
Title: _____

BALCKE-DÜRR CONSOLIDATED, INC.

By: _____

Title: _____

BDT ENGINEERING LIMITED

By:  _____

Title: _____

ACKNOWLEDGED AND AGREED, as to
Section 4(b) hereof

CREDIT SUISSE FIRST BOSTON

By: _____

Title: _____

RELEASE OF SECURITY INTEREST IN PATENTS

KNOW ALL MEN BY THESE PRESENTS, that CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036, DOES HEREBY CERTIFY that the security interest it holds in certain Patents and Patent applications of THERMAL ENGINEERING INTERNATIONAL (USA) INC., a Delaware corporation ("Debtor"), pursuant to the Patent Collateral Assignment and Security Agreement, dated as of June 4, 1997, between Debtor and Secured Party, recorded in the United States Patent and Patent Office on July 18, 1997 at Reel 8604, Frame 0324, as amended by Amendment No. 1 to Patent Collateral Assignment and Security Agreement, dated as of April 19, 2000, recorded in the United States Patent and Patent Office on March 29, 2001, at Reel 011601, Frame 0988 (the "Patent Security Agreement"), which patents and patent applications are more fully identified on Schedule A annexed hereto and made a part hereof, is released and all interest in such property previously assigned to Secured Party under the Patent Security Agreement is hereby reassigned to Debtor, without representation or warranty of any kind, nature or description.

IN WITNESS WHEREOF, Secured Party has caused this Partial Release of Security Interest in Patents to be executed by its duly authorized corporate officer this ____ day of August, 2001.

CONGRESS FINANCIAL CORPORATION

By: Cindy B. Dunbar

Title: VP

RELEASE OF SECURITY INTEREST IN PATENTS

KNOW ALL MEN BY THESE PRESENTS, that CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036, DOES HEREBY CERTIFY that the security interest it holds in certain patents and patent applications of CERAMIC COOLING TOWER CORPORATION, a Delaware corporation ("Debtor"), pursuant to the Patent Collateral Assignment and Security Agreement, dated as of February 9, 2000, between Debtor and Secured Party, recorded in the United States Patent and Trademark Office on March 7, 2000, at Reel 010609, Frame 0162 (the "Patent Security Agreement"), which patent and patent applications are more fully identified on Schedule A annexed hereto and made a part hereof, is released and all interest in such property previously assigned to Secured Party under the Patent Security Agreement is hereby reassigned to Debtor, without representation or warranty of any kind, nature or description.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Patents to be executed by its duly authorized corporate officer this ___ day of August 2001.

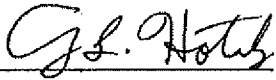
CONGRESS FINANCIAL CORPORATION

By: Cindy B. Dunbar

Title: VP

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

On the 13 day of August 2001, before me personally came Cindy B. Denbaum, to me known, who being by me duly sworn, did depose and say, that she is the Vice President of CONGRESS FINANCIAL CORPORATION and that said instrument was signed on behalf of such corporation by authority of its Board of Directors, and she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

AMY HOTALING
NOTARY PUBLIC, State of New York
#4082068 Qualified In New York County
Commission Expires June 23, 2002

Case Number	Status	Application Number	Filing Date	Patent Number	Issue Date	Publication Number/Date	Expiration Date
BAC126	ISSUED	392,448	14-Aug-1989	5,028,357	02-Jul-1991		02-Jul-2008
		TITLE: LIGHTWEIGHT COOLING TOWER WITH CRUCIFORM COLUMNS					
BAC126/DIV	ISSUED	581793	13-Sep-1990	5,155,961	20-Oct-1992		20-Oct-2009
		TITLE: LIGHTWEIGHT COOLING TOWER WITH CRUCIFORM COLUMNS					
BAC137CIP	ISSUED	08/800,649	04-Feb-1997	5,851,446	22-Dec-1998		04-Feb-2017
		TITLE: RIGID COOLING TOWER					
BAC137	ISSUED	08/711,261	09-SEP-1996	5,902,522	11-May-1999		9-Sep-2016
		TITLE: RIGID COOLING TOWER					

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN PATENTS

LIST OF PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
High pressure feedwater heater closure assembly	4,512,496	04/23/85	09/12/03
Method of plugging a heat exchanger tube and plug therefor	5,479,961	01/02/96	12/19/14 01/02/16
Apparatus for and a method of severing multiple casing strings using explosives	5,467,824	11/21/95	12/09/14

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN PATENTS

LIST OF PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
A method and apparatus for severing tubular members	5,525,010	06/11/96	05/17/14
Apparatus for severing tubular members	5,031,540	07/16/91	Expired 07/19/95; reinstated 10/30/95 Expires 08/28/10
Apparatus for severing tubular members	4,787,315	11/29/88	Expired 11/29/92; reinstated 01/02/96 Expires 08/31/07
	EP 0,371,161	05/05/93	11/29/08
Underwater OXY-ARC cutting system using a non-thermic cutting rod	4,654,496	03/31/87	04/11/04