

12-26-2000

12.11.00



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FORM COVER SHEET
MARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement
- Merger Effective Date
Month Day Year
November 30, 2000
- Change of Name
- Other Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name National City Bank of Pennsylvania

2155977

- Individual General Partnership Limited Partnership Corporation
- Association Other

Citizenship/State of Incorporation/Organization A national banking association

Receiving Party

Mark if additional names of receiving parties attached

Name ASKO, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) P.O. Box 355

Address (line 2) Homestead, Pennsylvania 15120

Address (line 3) _____

- Individual General Partnership Limited Partnership 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 should be attached
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Pennsylvania

FOR OFFICE USE ONLY

12/21/2000 DNGUYEN 00000501 2155977

FC:481 40.00 OP
FC:482 25.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

TRADEMARK
REEL: 002199 FRAME: 0844

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) _____

Correspondent Name and Address

Area Code and Telephone Number (202) 467-7789

Name Michelle R. Myers.

Address (line 1) Morgan, Lewis & Bockius LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages

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

26

Trademark Application Number(s) or Registration Number(s)

Trademark Application Number(s)

Registration Number(s)

2,155,977

1,693,997

Number of Properties Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

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: 13-4520

Authorization to charge additional fees: Yes No _____

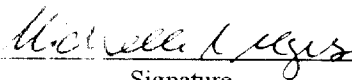
No _____

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.

Michelle R. Myers

Name of Person Signing



Signature

December 11, 2000

Date Signed

Additional Conveying Party

PNC Bank, National Association
(A national banking association)

RELEASE AND AMENDMENT

THIS RELEASE AND AMENDMENT (the "Release") is made as of the _____ day of November, 2000 by and among PNC Bank, National Association ("PNC"), National City Bank of Pennsylvania, a national banking association ("NCB"), the other financial institutions listed on the signature pages hereof and their respective successors and assigns (PNC, NCB and such financial institutions are individually, a "Bank" and collectively, the "Banks"), National City Bank of Pennsylvania as agent for the Banks (in such capacity, the "Agent"), Sintermet, Inc ("Sintermet") and ASKO, Inc. ("ASKO").

WITNESSETH:

WHEREAS, on May 5, 2000, Sintermet entered into that certain loan agreement (the "Loan Agreement") by and among ASKO, Sintermet, Agent and the Banks; and

WHEREAS, in accordance with the terms of the Loan Agreement, Sintermet granted a security interest in certain collateral to Agent and PNC, which security interest is evidenced by, *inter alia*, the security agreement (the "Security Agreement") dated as of May 5, 2000 by and among ASKO, Sintermet, Agent and PNC; and

WHEREAS, the Agent has filed UCC-1 financing statements (the "Financing Statements") in connection with the security interest in certain collateral of Sintermet in accordance with the Security Agreement; and

WHEREAS, in connection with the Loan Agreement, Sintermet granted a mortgage to Agent and PNC on certain real property located in Armstrong County, Pennsylvania pursuant to that certain Open-End Mortgage and Security Agreement dated as of May 5, 2000 (the "Mortgage"); and

WHEREAS, in connection with the Loan Agreement, ASKO granted a security interest in certain trademarks and patents and assigned its rights in certain patents to Agent as collateral security, pursuant to that Patent, Trademark and Copyright Assignment (the "Patent Assignment") dated as of May 5, 2000; and

WHEREAS, Agent has filed a Notice of Security Interest - U.S. Patents and a Notice of Security Interest - U.S. Trademarks with the United States Patent and Trademark Office ("USPTO"), which notices evidence the security interest granted to Agent pursuant to the Patent Assignment; and

WHEREAS, in connection with the Loan Agreement, Sintermet entered into those additional agreements more particularly described on Exhibit A, hereto (said agreements, together with the Loan Agreement, the Mortgage, the Security Agreement and the Financing Statements, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, ASKO, the sole shareholder of Sintermet, now desires to transfer all of its ownership in Sintermet to Hitachi Metals America, Ltd. ("Hitachi"); and

WHEREAS, it is a condition to the sale of Sintermet stock from ASKO to Hitachi, that Sintermet be released from its obligations under the Loan Documents, all as more particularly set forth below; and

WHEREAS, it is a condition of the sale of Sintermet stock from ASKO to Hitachi, that the Agent release its security interest in the trademarks (the "Trademarks"), more particularly identified on Exhibit B hereto, and the patent (the "Patent"), more particularly identified on Exhibit C hereto; and

WHEREAS, it is a condition to the sale of Sintermet stock from ASKO to Hitachi, that the Agent assign any rights it may have in the Patent to ASKO; and

WHEREAS, it is a condition to the sale of Sintermet stock from ASKO to Hitachi, that ASKO enter into a supply agreement pursuant to which ASKO will guarantee certain payments to be made by its wholly-owned subsidiary, ASKO, B.V., and, in accordance with Section 6.03 of the Loan Agreement, ASKO desires that Agent consent to such a guarantee and

WHEREAS, in connection with the sale of Sintermet stock from ASKO to Hitachi, ASKO shall pay down the amounts outstanding under the Loan Agreement and desires to permanently reduce the amounts available under the revolving credit facility (the "Credit Facility") established by the Loan Agreement, all as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Release**. The Agent, for and on behalf of the Banks, and PNC hereby consent to the release of Sintermet from any and all of its obligations, duties and liabilities under the Loan Documents and in furtherance thereof agree to execute and record such instruments and agreements as may be necessary to effect this release, including, but not limited to, a satisfaction piece (the "Satisfaction Piece") with respect to the Mortgage Agreement, a form of which is attached hereto as Exhibit D, and UCC-3 termination statements (the "Termination Statements") terminating the Financing Statements, forms of which are attached hereto as Exhibit E.

2. **Payment to be Credited to Credit Facility**. Contemporaneous with the execution and delivery of this Release, ASKO shall pay to the Agent, for and on behalf of the Banks, Eight-Million Three-Hundred Ninety Seven Thousand Dollars (\$8,397,000.00) which amount shall be applied to the amounts outstanding under the Credit Facility.

3. **Consent to Guarantee**. The Agent, for and on behalf of the Banks, and PNC hereby waive the provisions of Section 6.03 of the Loan Agreement and consent to the guarantee by ASKO of certain obligations of ASKO, B.V. arising under that certain supply agreement (the "Supply Agreement") by and among Sintermet, ASKO and ASKO, B.V., a draft of which is attached hereto as Exhibit F.

4. **Amendments to Loan Agreement**. The parties shall amend the Loan Agreement, as more particularly set forth in the First Amendment to Loan Agreement, a form of which is attached hereto as Exhibit G.

5. **Substitution of NCB Revolving Credit Note**. Contemporaneous with the execution and delivery of this Release, ASKO shall execute and deliver an amended and restated revolving credit note in favor of NCB in the form attached hereto as Exhibit H, which shall be issued in substitution for (and not in discharge of the indebtedness evidenced by) the NCB Revolving Credit Note.

6. **Substitution of PNC Revolving Credit Note**. Contemporaneous with the execution and delivery of this Release, ASKO shall execute and deliver an amended and restated

revolving credit note in favor of PNC in the form attached hereto as Exhibit I, which shall be issued in substitution for (and not in discharge of the indebtedness evidenced by) the PNC Revolving Credit Note.

7. **Repayment of PNC Term Loan.** Asko, PNC, NCB and the Agent each acknowledge and agree that (i) the term loan in the original principal amount of \$700,000 (the "**PNC Term Loan**") made by PNC to Asko pursuant to the Loan Agreement dated February 26, 1996, as amended by that certain Amendment to Term Loan and Note Agreement dated as of May 5, 2000, together with all interest thereon, is due and payable on June 30, 2001, (ii) PNC has not agreed to extend the maturity of the PNC Term Loan, and (iii) Asko may repay the PNC Term Loan, together with all interest thereon, on or before June 30, 2001 in accordance with the terms and conditions of the PNC Term Loan.

8. **Release of Security Interest in Trademarks and Patent.** The Agent hereby releases the Patent and Trademarks from its security interest and in furtherance thereof agrees to execute and record such instruments and agreements as may be necessary to effect this release, including, but not limited to, a release of its security interest in the Trademarks in the form attached hereto as Exhibit J and a release of its security interest in the Patent in the form attached hereto as Exhibit K.

9. **Reassignment of Patent to ASKO.** The Agent hereby assigns any rights, title and interest it may have in and to the Patent to ASKO and, in furtherance thereof, agrees to execute and record such instruments and agreements as may be necessary to effect this assignment, including, but not limited to the Assignment of Patent, in the form attached hereto as Exhibit L.

10. **Severability.** If any portion of this Release shall for any reason be held by a judicial decision to be invalid and unenforceable, the valid and enforceable provisions will continue to be given effect and to bind the parties.

11. **Successors and Assigns.** This Release shall be binding upon and inure to the benefit of not only the parties hereto, but also their successors and assigns, and the parties hereto agree for themselves and their successors and assigns to execute any instrument which may be necessary or proper to carry out the purposes and intent of this Release.

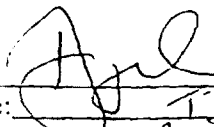
12. **Counterparts.** This Release may be signed in any number of counterparts each of which, when so executed, will be deemed an original, but all such counterparts will constitute but one and the same instrument.

13. **Filing Fees.** ASKO shall pay or cause to be paid all filing fees in connection with the preparation and filing of the Termination Statements and the Satisfaction Piece.

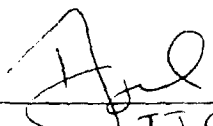
14. **Miscellaneous.** This Release supersedes all previous agreements, whether oral or written, between the parties relating to the subject matter hereof and shall not be amended or altered in any respect except in a writing executed by the parties. The section headings contained in this Release are for convenience only and do not limit or define or affect the construction or interpretation of this Release in any respect. This Release shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above

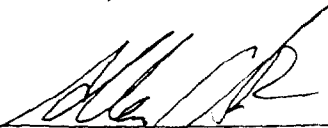
ASKO, INC.

By: 
Name: T.J. Giegel
Title: V.P. + CFO

SINTERMET, INC.

By: 
Name: T.J. Giegel
Title: CFO

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Allen C. Schwank
Title: Vice President

NATIONAL CITY BANK OF
PENNSYLVANIA, a national banking
association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties have executed this Release as of the date first written above.

ASKO, INC.

By: [Signature]
Name: T. J. Giesel
Title: V.P. CFO

SINTERMET, INC.

By: [Signature]
Name: T. J. Giesel
Title: CFO

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

NATIONAL CITY BANK OF PENNSYLVANIA, a national banking association

By: [Signature]
Name: Susan J. Dimmick
Title: VICE PRESIDENT

NATIONAL CITY BANK OF
PENNSYLVANIA, a national banking
association, as Agent for the Banks

By: *Susan J. Dimmick*
Name: SUSAN J. DIMMICK
Title: VICE PRESIDENT

Redacted

EXHIBIT B

Trademarks

1. SHUR-LOCK; Trademark registered with USPTO, Reg. No. 2,155,977, registration dated May 12, 1998.
2. SINTERMET; Trademark registered with USPTO, Reg. No. 1,693,997, registration dated June 16, 1992.

EXHIBIT C

Patent

TITLE	APPLICATION DATE AND NUMBER	PATENT DATE AND NUMBER
Roll Apparatus for Reducing Work	February 3, 1994 08/193,455	January 16, 1996 5,483,812

Redacted

Redacted

Redacted

Redacted

Redacted

Redacted

EXHIBIT J

Release of Security Interest in Trademarks

PARTIAL RELEASE OF SECURITY INTERESTS

U.S. TRADEMARKS

WHEREAS, pursuant to a Patent, Trademark and Copyright Assignment dated May 5, 2000 (the "Security Agreement"), and a Notice of Security Interest U.S. Trademarks dated May 5, 2000 (the "Notice"), (the Security Agreement and the Notice collectively the "Security Documents") between ASKO, Inc., a Pennsylvania corporation (hereinafter referred to as the "Grantor") and National City Bank of Pennsylvania ("NCB"), PNC Bank, National Association ("PNC") and other financial institutions referred to therein (NCB, PNC and such financial institutions each being referred to as a "Bank" and collectively, the "Banks") and National City Bank of Pennsylvania, as agent for the Banks (in such capacity, the "Agent"), NCB for itself and as Agent and PNC were granted a mortgage on, pledge of and security interest in certain trademarks identified in the Security Documents (the "Trademarks"), said Notice having been recorded at the United States Patent and Trademark Office starting at Reel/Frame 002085/0140 on May 17, 2000 and at Reel/Frame 002076/0451 on May 18, 2000;

WHEREAS, the Grantor now desires to obtain a partial release from the security interest granted to NCB for itself and as Agent and PNC in connection with the Security Documents; and

WHEREAS, NCB for itself and as Agent and PNC are willing to terminate and release any and all mortgages on, pledges of and security interests in those trademarks identified on Attachment A hereto (the "Released Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, NCB for itself and as Agent and PNC hereby agree as follows:

NCB for itself and as Agent and PNC release and terminate any and all mortgages on, pledges of and security interests in the Released Trademarks identified in Attachment A attached hereto.

Further, NCB for itself and as Agent and PNC will execute any and all additional documents necessary to terminate and release any and all mortgages on, pledges of and security interests in the Released Trademarks and deliver all such documents as Grantor shall request in order to evidence the release of the lien on

the Released Trademarks, including, without limitation, UCC-3's and releases with respect to any security interest in the Released Trademarks.

IN WITNESS WHEREOF, NCB for itself and as Agent and PNC have caused this Partial Release Of Security Interests to be executed by its officer thereunto duly authorized, as of the date written below.

NATIONAL CITY BANK OF
PENNSYLVANIA
for itself

By: [Signature]
Name: SEAN J. DIMMICK
Title: VICE PRESIDENT
Date: NOVEMBER 28, 2000

NATIONAL CITY BANK OF
PENNSYLVANIA
as Agent

By: [Signature]
Name: SUSAN J. DIMMICK
Title: VICE PRESIDENT
Date: NOVEMBER 28, 2000


PNC Bank, National Association
for itself

By: _____
Name: _____
Title: _____
Date: _____


the Released Trademarks, including, without limitation, UCC-3's and releases with respect to any security interest in the Released Trademarks.

IN WITNESS WHEREOF, NCB for itself and as Agent and PNC have caused this Partial Release Of Security Interests to be executed by its officer thereunto duly authorized, as of the date written below.

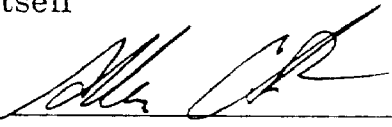
NATIONAL CITY BANK OF
PENNSYLVANIA
for itself

By: 
Name: SUSAN J. DIMMICK
Title: VICE PRESIDENT
Date: NOVEMBER 28, 2000

NATIONAL CITY BANK OF
PENNSYLVANIA
as Agent

By: 
Name: SUSAN J. DIMMICK
Title: VICE PRESIDENT
Date: NOVEMBER 28, 2000

PNC Bank, National Association
for itself

By: 
Name: Allen C. Schwank
Title: vice President
Date: November 30, 2000

Attachment A

RELEASED TRADEMARKS

MARK	FILING DATE AND SERIAL NUMBER	REGISTRATION DATE AND REGISTRATION NUMBER	GOODS
SINTERMET	March 21, 1990 74/040,837	June 16, 1992 1,693,997	Rolling mill rolls and seal rings manufactured from mixed powders; including tungsten carbide and binder materials in International class 7; and circular slitter knives, side trimmer knives and lead wire cutters manufactured from mixed powders, including tungsten carbide and binder materials in International Class 8
SHUR-LOCK	October 30, 1995 75/012,175	May 12, 1998 2,155,977	Hydraulically actuated mechanical nuts for metal rolls used in metal rolling processes in International Class 6

EXHIBIT K

Release of Security Interest in Patent

PARTIAL RELEASE OF SECURITY INTERESTS

U.S. PATENTS

WHEREAS, pursuant to a Patent, Trademark and Copyright Assignment dated May 5, 2000 (the "Security Agreement"), and a Notice of Security Interest U.S. Trademarks dated May 5, 2000 (the "Notice"), (the Security Agreement and the Notice collectively the "Security Documents") between ASKO, Inc., a Pennsylvania corporation (hereinafter referred to as the "Grantor") and National City Bank of Pennsylvania ("NCB"), PNC Bank, National Association ("PNC") and other financial institutions referred to therein (NCB, PNC and such financial institutions each being referred to as a "Bank" and collectively, the "Banks") and National City Bank of Pennsylvania, as agent for the Banks (in such capacity, the "Agent"). NCB for itself and as Agent and PNC were granted a mortgage on, pledge of and security interest in certain patent properties identified in the Security Documents (the "Patent Properties"), said Notice having been recorded at the United States Patent and Trademark Office starting at Reel/Frame 010822/0965 on May 18, 2000;

WHEREAS, the Grantor now desires to obtain a partial release from the security interest granted to NCB for itself and as Agent and PNC in connection with the Security Documents; and

WHEREAS, NCB for itself and as Agent and PNC are willing to terminate and release any and all mortgages on, pledges of and security interests in those patent properties identified on Attachment A hereto (the "Released Patent Properties");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, NCB for itself and as Agent and PNC hereby agree as follows:

NCB for itself and as Agent and PNC release and terminate any and all mortgages on, pledges of and security interests in the Released Patent Properties identified in Attachment A attached hereto.

Further, NCB for itself and as Agent and PNC will execute any and all additional documents necessary to terminate and release any and all mortgages on, pledges of and security interests in the Released Patent Properties and deliver all

such documents as Grantor shall request in order to evidence the release of the lien on the Released Patent Properties, including, without limitation, UCC-3's and releases with respect to any security interest in the Released Patent Properties.

IN WITNESS WHEREOF, NCB for itself and as Agent and PNC have caused this Partial Release Of Security Interests to be executed by its officer thereunto duly authorized, as of the date written below.

NATIONAL CITY BANK OF
PENNSYLVANIA
for itself

By: *Susan J. Dimmick*
Name: SUSAN J. DIMMICK
Title: VICE PRESIDENT
Date: NOVEMBER 28, 2000

NATIONAL CITY BANK OF
PENNSYLVANIA
as Agent

By: *Susan J. Dimmick*
Name: SUSAN J. DIMMICK
Title: VICE PRESIDENT
Date: NOVEMBER 28, 2000

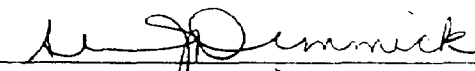
PNC Bank, National Association
for itself

By: _____
Name: _____
Title: _____
Date: _____


such documents as Grantor shall request in order to evidence the release of the lien on the Released Patent Properties, including, without limitation, UCC-3's and releases with respect to any security interest in the Released Patent Properties.

IN WITNESS WHEREOF, NCB for itself and as Agent and PNC have caused this Partial Release Of Security Interests to be executed by its officer thereunto duly authorized, as of the date written below.


NATIONAL CITY BANK OF
PENNSYLVANIA
for itself

By: 
Name: SUSAN J. DIMMICK
Title: VICE PRESIDENT
Date: NOVEMBER 28, 2000

NATIONAL CITY BANK OF
PENNSYLVANIA
as Agent

By: 
Name: SUSAN J. DIMMICK
Title: VICE PRESIDENT
Date: NOVEMBER 28, 2000

PNC Bank, National Association
for itself

By: 
Name: Allen C. Schwenk
Title: vice President
Date: November 30, 2000

Attachment A

RELEASED PATENT PROPERTIES

TITLE	APPLICATION DATE AND NUMBER	PATENT DATE AND NUMBER
ROLL APPARATUS FOR REDUCING WORK	February 8, 1994 08/193,455	January 16, 1996 5,483,812

Redacted