

05-02-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies): Citicorp USA, Inc.

2-13-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State (NY) Other

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

2. Name and address of receiving party(ies)

Name: Mid State Machine Products

Internal Address:

Street Address: Verti-Dr., Rte. #3

City: Winslow State: ME Zip: 04902

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Maine Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Lien

Execution Date: February 4, 2002

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

A. Trademark Application No.(s) 73287579

B. Trademark Registration No.(s) 1268864

Additional number(s) attached Yes No

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

Name: Gregory E. Fisher, Esq.

Internal Address: Ober, Kaler, Grimes & Shriver

Street Address: 120 E. Baltimore Street

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number FEB 13 2002

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Michael C Becker Signature

2/7/02 Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

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

02/20/2002 6TOM11 00000175 73287579

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40.00 DP

TRADEMARK REEL: 002496 FRAME: 0833

January 31, 2002

Precision Partners, Inc.
Precision Partners Holding Company
100 Village Court
Suite 301
Hazelton, New Jersey 07730
Attention: Frank Reilly
Chief Executive Officer

Re: **Credit Agreement dated as of March 19, 1999, as amended**

Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of March 19, 1999 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement), among Precision Partners, Inc. (the "Borrower"), the several guarantors from time to time thereof, the several lenders from time to time parties thereto (the "Lenders"), Citicorp USA, Inc., as administrative agent (in such capacity, the "Administrative Agent"), NationsBank, N.A. (predecessor to Bank of America, N.A.), as syndication agent and SunTrust Bank, Atlanta, as documentation agent and (ii) the various other documents, instruments and agreements from time to time executed or delivered in connection therewith (collectively, the "Transaction Documents").

The term "Outstanding Balance," as used herein, shall mean the aggregate sum necessary to pay and satisfy in full not later than 5:00 P.M. New York time on February 4, 2002, the outstanding principal balance due and owing under the Credit Agreement, plus all accrued and all unpaid interest thereon through and including February 4, 2002 and unpaid fees and expenses (including legal fees and expenses), calculated as set forth on Annex I attached hereto. Concurrently herewith or prior hereto you have paid or caused to be paid to us for the benefit of the Agents, the Issuing Lender and the Lenders the Outstanding Balance in immediately available funds, by wire transfer to our account at Citibank, N.A., Account No. 36852248, ABA No. 021000089, Account Name: Agency Medium Term Finance, Precision Partners.

Effective upon our receipt of an executed counterpart of this letter agreement and our receipt of the Outstanding Balance: (i) we will unconditionally terminate and release our liens on and security interests in, all of the assets and property of the Loan Parties pledged to us

Precision Partners, Inc.

January 31, 2002

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under any of the Transaction Documents (collectively the "Collateral"); (ii) the Credit Agreement and the other Transaction Documents are hereby terminated by mutual consent; (iii) the commitment to make Loans and other extensions of credit under the Credit Agreement is terminated by mutual consent; (iv) you are authorized to file terminations and releases of our liens and security interests of public record; and (v) we agree to take or perform, at your sole cost and expense, such other action as you may reasonably request in writing to terminate and release our liens and security interests of public record. Notwithstanding anything to the contrary contained herein, nothing in this letter agreement shall terminate or otherwise impair the indemnification and other provisions of the Credit Agreement and the other Transaction Documents that are expressly stated to survive the termination thereof or the payment of all amounts owing thereunder.

IN CONSIDERATION OF THE ABOVE, AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, EACH OF THE LOAN PARTIES HEREBY ACKNOWLEDGES AND AGREES THAT IT DOES NOT HAVE ANY DEFENSES, COUNTERCLAIMS, OFFSETS, CROSS-CLAIMS, CLAIMS OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF THE LIABILITY OF THE LOAN PARTIES TO REPAY THE ADMINISTRATIVE AGENT, ANY OTHER AGENT, ANY ISSUING LENDER OR ANY LENDER AS PROVIDED IN THE LOAN DOCUMENTS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM THE ADMINISTRATIVE AGENT, ANY OTHER AGENT, ANY ISSUING LENDER OR ANY LENDER. EACH OF THE LOAN PARTIES FOR THEMSELVES AND FOR EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES THE ADMINISTRATIVE AGENT, THE OTHER AGENTS, THE ISSUING LENDER AND THE LENDERS, AND EACH OF THEIR PREDECESSORS, AGENTS, EMPLOYEES, CONSULTANTS, ADVISORS, ATTORNEYS, SUCCESSORS AND ASSIGNS, FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE HEREOF, WHICH ANY LOAN PARTY OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS MAY NOW OR HEREAFTER HAVE AGAINST THE ADMINISTRATIVE AGENT, ANY OTHER AGENT, ANY ISSUING LENDER OR ANY LENDER, OR AGAINST THEIR PREDECESSORS, AGENTS, EMPLOYEES, CONSULTANTS, ADVISORS, ATTORNEYS, SUCCESSORS AND ASSIGNS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE.

Precision Partners, Inc.
January 31, 2002
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Each of the Loan Parties acknowledges and agrees that it understands the meaning and effect of Section 1542 of the California Civil Code which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

EACH OF THE LOAN PARTIES FOR THEMSELVES AND FOR EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED, WAIVED AND DISCHARGED HEREBY. EACH OF THE LOAN PARTIES FOR THEMSELVES AND FOR EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR LAW, TO THE EXTENT SUCH LAW MAY BE APPLICABLE, WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT THAT SUCH LAWS MAY BE APPLICABLE, EACH OF THE LOAN PARTIES WAIVES AND RELEASES ANY RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY OTHER LAW OF ANY APPLICABLE JURISDICTION WHICH MIGHT LIMIT OR RESTRICT THE EFFECTIVENESS OR SCOPE OF ANY OF THEIR WAIVERS OR RELEASES HEREUNDER.

This letter agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and both of which taken together shall constitute one and the same instrument. This letter agreement shall be governed by and construed in accordance with the laws (without giving effect to conflict of laws rules) of the State of New York and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Precision Partners, Inc.
January 24, 2002
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If the foregoing is in accordance with your understanding, please so indicate by signing and returning to us the enclosed copy of this letter agreement.

Very truly yours,

CITICORP USA, INC.,
as Administrative Agent

By: Michael C. Backer
Name: Michael C. Backer
Title: SVP

Loan Parties

PRECISION PARTNERS, INC.
PRECISION PARTNERS HOLDING COMPANY

By: _____
Name: _____
Title: _____

MIDSTATE MACHINE PRODUCTS
GALLOP INDUSTRIES CORPORATION
GREENSBORO FABRICATORS, INC.
MIDWESTERN PRECISION PRODUCTS CORP.
GENERAL AUTOMATION, INC.
GILBERT MACHINE & TOOL CO., INC.

By: _____
Name: _____
Title: _____

Precision Partners, Inc.
January 31, 2002
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If the foregoing is in accordance with your understanding, please so indicate by signing and returning to us the enclosed copy of this letter agreement.

Very truly yours,

CITICORP USA, INC.,
as Administrative Agent

By: _____

Name:
Title:

Loan Parties

PRECISION PARTNERS, INC.
PRECISION PARTNERS HOLDING COMPANY

By: Frank Kelly
Name: FRANK KELLY
Title: EVP & CFO

MID STATE MACHINE PRODUCTS
GALAXY INDUSTRIES CORPORATION
CERTIFIED FABRICATORS, INC.
NATIONWIDE PRECISION PRODUCTS CORP.
GENERAL AUTOMATION, INC.
GILLETTE MACHINE & TOOL CO., INC.

By: Frank Kelly
Name: FRANK KELLY
Title: J.P.

Precision Partners, Inc.
January 31, 2002
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Acknowledged

CITICORP USA, INC.,
as a Lender

By: *Michael C. Becker*
Name: *Michael C. Becker*
Title: *VP*

BANK OF AMERICA, N.A. (successor to
Nation'sBank, N.A.) as a Lender

By: _____
Name:
Title:

SUNTRUST BANK, ATLANTA,
as a Lender

By: _____
Name:
Title:

Precision Partners, Inc.
January 31, 2002
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Acknowledged

CITICORP USA, INC.,
as a Lender

By: _____
Name:
Title:

BANK OF AMERICA, N.A. (successor to
NationsBank, N.A.) as a Lender

By: *W. Thomas Barnett*
Name: *W. Thomas Barnett*
Title: *Managing Director*

SUNTRUST BANK, ATLANTA,
as a Lender

By: _____
Name:
Title:

** TOTAL PAGE.02 **

Precision Partners, Inc.
January 31, 2002
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Acknowledged

CITICORP USA, INC.,
as a Lender

By: _____
Name:
Title:

**BANK OF AMERICA, N.A. (successor to
NationsBank, N.A.) as a Lender**

By: _____
Name:
Title:

SUNTRUST BANK, ATLANTA,
as a Lender

By: 
Name: **J. CHRISTOPHER DEISLEY**
Title: **MANAGING DIRECTOR**

Annex I

Principal Balance of Term Loan.....	\$14,245,000.00
Accrued and Unpaid Interest on Term Loan through and including 5:00 p.m. New York time on February 4, 2002	\$148,786.27
Principal Balance of Revolving Loans	\$15,020,233.50
Accrued and Unpaid Interest on Revolving Loans through and including 5:00 p.m. New York time on February 4, 2002	\$329,409.58
Unpaid Commitment Fee	\$15,618.54
Unpaid Agency Fee	\$25,000.00
Unpaid Legal Fees and Expenses (including post-closing estimates)	\$16,119.22
Total Outstanding Balance	<u>\$29,800,167.11</u>

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