

OFFICE OF PATENT RECORDS



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

RECORDED 102174517 TRADEMARKS ONLY

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

Tab settings → FINANCE SECTION

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

<p>1. Name of conveying party(ies):</p> <p>Wilmington Trust Company <u>7.29.02</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: <u>Serkirk, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>14801 Quorum Drive</u></p> <p>City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75240</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Release of Security Interest</u></p> <p>Execution Date: <u>June 28, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p style="text-align: center;">N/A</p>	<p>B. Trademark Registration No.(s) 1,295,968 1,335,094</p> <p style="text-align: center;"><u>1,361,390</u> 2,006,549 2,079,265</p> <p style="text-align: center;">2,095,116</p> <p>Additional number(s) 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:</p> <p>Name: <u>Intellectual Property Docketing</u></p> <p>Internal Address: <u>SHEARMAN & STERLING</u></p> <p>Street Address: <u>599 Lexington Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u></p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41) \$ <u>165.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. If check is missing or otherwise insufficient, charge deposit account number:</p> <p style="text-align: center;"><u>50-0324</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
---	---

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.

Chad Yohn [Signature] July 23, 2002

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

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

07/31/2002 6TON11 00000084 1295968

01 FC:481 40.00 DP
02 FC:482 125.00 DP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1.

2. Name of conveying party(ies):

David A. Vanaskey

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

Continuation of Box 2.

3.

Name and Address of receiving party(ies)

Name: Serkirk Canada U.S.A., Inc.

Internal Address: _____

Street Address: 14801 Quorum Drive

City: Dallas State: Texas Zip: 75240

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: Delaware
- Other _____

4.

Name and Address of receiving party(ies)

Name: Selkirk Canada, Inc.

Internal Address: _____

Street Address: 1400 California Drive, Brockville

City: Ontario State: Canada Zip: K6V5V3

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: Canada
- Other _____

NO ADDITIONAL PAGES

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of June 28, 2002 (the "Effective Date"), by Wilmington Trust Company, not in its individual capacity, but solely as Corporate Trustee (the "Corporate Trustee"), and David A. Vanaskey, not in his individual capacity, but solely as Individual Trustee (and together with the Corporate Trustee, the "Collateral Trustees"), in favor of each of the grantors set forth in Schedule A hereto (the "Grantors").

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 30, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Collateral Trustees and Pledgors (as defined therein), pursuant to which each of such Pledgors assigned, granted and pledged to the Collateral Trustees for their benefit and in trust for the equal and ratable benefit of the Secured Holders (as defined in the Collateral Trust Agreement, entered into by and between the Collateral Trustees and such Pledgors, dated as of April 30, 2001, as amended and restated by the Amended and Restated Collateral Trust Agreement dated August 15, 2001 (the "Collateral Trust Agreement")), a lien on and a security interest in and to certain Intellectual Property Collateral (as defined in the Security Agreement);

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of April 30, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") by and among the Collateral Trustees and the Pledgors (as defined therein), pursuant to which each of such Pledgors granted to the Collateral Trustees, for the equal and ratable benefit of the Secured Holders (as defined in the Collateral Trust Agreement) a security interest in and to all of each of such Pledgor's right, title and interest in and to the Collateral (as defined in the IP Security Agreement);

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement dated as of August 15, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Restated Security Agreement," and together with the Security Agreement, the Collateral Trust Agreement and the IP Security Agreement, the "IP Collateral Documents") by and among the Collateral Trustees and the Pledgors (as defined therein), pursuant to which each of the Pledgors assigned, pledged and granted to the Collateral Trustees, for the equal and ratable benefit of the Secured Holders, a lien on and a security interest in all of such Pledgor's right, title and interest in and to the Intellectual Property Collateral (as defined in the Restated Security Agreement);

WHEREAS, the IP Security Agreement was filed on May 4, 2001 with (i) the United States Patent and Trademark Office under reel and frame numbers 011731/0097 with respect to patents and 002284/0254 with respect to trademarks and (ii) the United States Copyright Office under volume and page numbers 3468/823-825 with respect to copyrights;

WHEREAS, in connection with the sale of certain assets by the Grantors, the Grantors have requested that the Collateral Trustees release and discharge fully their liens on and security interests in the Grantors' intellectual property listed on Schedule B hereto (the "Released Intellectual Property"), which liens and security interests were granted pursuant to the IP Collateral Documents; and

WHEREAS, in accordance with the provisions of the Amendment, Restatement, General Provisions and Intercreditor Agreement dated as of August 15, 2001 among parties including the Grantors and the Collateral Trustees and the Collateral Trust Agreement, the Collateral Trustees are willing to release and discharge fully the Released Intellectual Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustees hereby agree as follows:

1. The Collateral Trustees, on behalf of themselves and their successors, legal representatives and assigns, hereby release to each Grantor all of the Collateral Trustees' liens on and security interest in, to and under the Released Intellectual Property.

2. The Collateral Trustees acknowledge and affirm that all of the Collateral Trustees' rights and remedies and all of the Grantors' obligations under the IP Collateral Documents with respect to the Released Intellectual Property are hereby terminated, discharged and extinguished.

3. The Collateral Trustees hereby agree, at the sole expense of the Grantors, to execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence and record the release of the security interest and liens pursuant to this Release.

4. This Release does not release, and shall not be deemed to release, the Collateral Trustees' liens on or security interest in, to and under any collateral granted pursuant to the IP Collateral Documents other than the Collateral Trustees' liens on and security interest in, to and under the Released Intellectual Property.

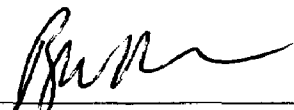
5. This Release may be executed in one or more counterparts, and by the Collateral Trustees in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.

6. The Collateral Trustees hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record this Release.

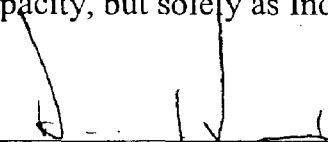
[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Collateral Trustees have caused this Release to be executed by their duly authorized representatives as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Corporate Trustee

By 
Name: Bruce L. Bisson
Title: Vice President

DAVID A. VANASKEY, not in his individual capacity, but solely as Individual Trustee



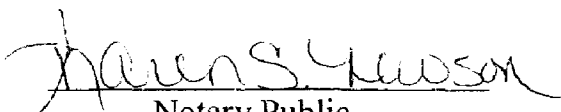
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF DELAWARE)

) SS.

COUNTY OF NEW CASTLE)

On this 21st day of June, 2002 there appeared before me David A. Vanaskey, personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed.

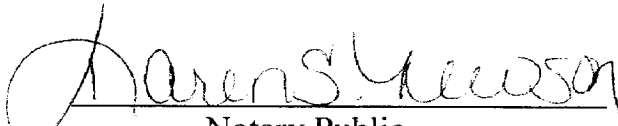

Notary Public

KAREN STANETTE NEWSON
NOTARY PUBLIC-DELAWARE
My Commission Expires June 28, 2005

State of Delaware)
) ss:
County of New Castle)

The foregoing instrument was acknowledged before me this 28th day of June, 2002, by Bruce L. Bisson as Vice President of Wilmington Trust Company, on of the corporations described in and which executed the above instrument and that he signed his name there to as Vice President of such corporation.

[SEAL]


Notary Public

Karen S. Newson
Notary Public – Delaware
My Commission expires June 28, 2005

SCHEDULE A

Grantors



Selkirk, Inc.
Selkirk Canada U.S.A., Inc.
Selkirk Canada, Inc.

SCHEDULE B**Released Intellectual Property****1. Patents**

Subsidiary	Title	Country	Patent No.	Original Filing Date	Issue Date	Expiration Date
Selkirk, Inc.	Adjustable Pipe Fitting	Canada	2,105,262	8/31/1993	6/20/2000	8/31/2013
Selkirk, Inc.	Improved supply air register construction	Canada	2,199,196	3/5/1997	2/22/2000	3/5/2017
Selkirk, Inc.	Adjustable Pipe Fitting	United States	5,328,213	12/8/92	7/12/94	12/8/2012
Selkirk, Inc.	Concentric snap-together direct vent structure and associated fabrication methods	United States	6,076,862	8/24/98	6/20/00	8/24/2018
Selkirk, Inc.	Flexible double wall vent pipe	United States	5,393,260	12/10/93	2/28/95	12/10/2013
Selkirk, Inc.	Fuel Fired Fireplace Insert	United States	5,655,514	2/26/96	12/12/97	2/26/2016
Selkirk, Inc.	Fuel-fired fireplace insert with integral combination draft hood and heat exchanger structure	United States	5,655,514	2/26/96	8/12/97	2/26/2016
Selkirk, Inc.	Gas burner assembly for simulating log fire	United States	5,320,520	3/18/93	6/14/94	3/18/2013
Selkirk, Inc.	Improved supply air register construction	United States	5,718,094	8/9/96	2/17/98	8/9/2016
Selkirk, Inc.	Methods of fabricating a vent/intake system for a fuel-fired, direct vent heating appliance	United States	6,039,041	5/19/99	3/21/00	5/19/2019
Selkirk, Inc.	Prefabricated double-walled metal chimney	United States	4,462,618	3/16/81	7/31/84	7/31/2001

Subsidiary	Title	Country	Patent No.	Original Filing Date	Issue Date	Expiration Date
Selkirk, Inc.	Supply air register construction	United States	5,718,094	8/9/96	2/17/98	8/9/2016
Selkirk, Inc.	Thermally actuated diffuser	United States	5,476,419	11/15/94	12/19/95	11/15/2014
Selkirk, Inc.	Thermally actuated heating/cooling air changeover deflector structure for a ceiling diffuser	United States	5,476,419	11/15/94	12/19/95	11/15/2014

2. Trademarks and Tradenames

Subsidiary	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trade Marks or Trade Names	Registration Number	Date of Reg.	Date of Exp.
Selkirk, Inc.	N.A. Foreign	Canada	Metalbestos	0,012,506	N.A. Foreign	N.A. Foreign
Selkirk, Inc.	N.A. Foreign	Canada	Selkirk	0,039,821	N.A. Foreign	N.A. Foreign
Selkirk, Inc.	N.A. Foreign	Canada	Lloydaire	0,130,476	N.A. Foreign	N.A. Foreign
Selkirk, Inc.	N.A. Foreign	Canada	Airmate	726,733	N.A. Foreign	N.A. Foreign
Selkirk, Inc.	N.A. Foreign	Canada	Sel-Vent	0,751,045	N.A. Foreign	N.A. Foreign
Selkirk, Inc.	N.A. Foreign	Mexico	Airmate	219,403	N.A. Foreign	N.A. Foreign
Selkirk, Inc.	N.A. Foreign	Mexico	Sel-Vent	476,754	N.A. Foreign	N.A. Foreign
Selkirk, Inc.	Goods/Services: Pipes and Flues for Heating and Ventilating Equipment and Parts Therefor.	United States	Metalbestos	1,295,968	9/18/84	9/18/04
Selkirk, Inc.	Goods/Services: Gas Heaters and Pipes for Heating and Ventilating Equipment and Supports and Parts Therefor.	United States	Selkirk	1,335,094	5/14/85	5/14/05
Selkirk, Inc.	Goods/Services: Pipes, and clamps and fittings therefor, all made primarily of metal.	United States	Selkirk Metalbestos and Design	1,361,390	9/24/85	9/24/05
Selkirk, Inc.	Goods/Services: Plastic coupling for connecting lengths of vent pipe.	United States	Sel/Vent	2006549	10/8/96	10/8/06
Selkirk, Inc.	Goods/Services: Metal building products, namely, formed metal conduits, and metal screens both with and without shutters incorporated therein.	United States	Airmate	2,079,265	7/15/97	7/15/07
Selkirk, Inc.	Goods/Services: Metal building products, namely, metal screens both with and without shutters incorporated therein.	United States	Selaire	2,095,116	9/9/97	9/9/07