

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRANSAMERICA BUSINESS CAPITAL CORPORATION		02/13/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RESCO PRODUCTS, INC.
Street Address:	PENN CENTER WEST, BUILDING 2
Internal Address:	SUITE 430
City:	PITTSBURGH,
State/Country:	PENNSYLVANIA
Postal Code:	15276
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	2766582	PUROCRETE
Registration Number:	2844303	CORPATCH
Registration Number:	2766581	METALDAM
Registration Number:	2766579	HILOBOND
Registration Number:	2766578	PURO-LITE
Registration Number:	2678993	PERMATUN
Registration Number:	2678992	PERMAFLUX
Registration Number:	2496301	PHASCAST
Registration Number:	2473088	MARC
Registration Number:	2484572	MEGOLITE
Registration Number:	2412471	EXCELBOND
Registration Number:	2463530	PERMAGUN
Registration Number:	2318689	FURNACON

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Registration Number:	2331368	KROMAG
Registration Number:	2255392	SUPERFLOW
Registration Number:	2225587	KRILEX
Registration Number:	2227899	MAX-BOND
Registration Number:	2207070	PROCAST
Registration Number:	2085527	EZ
Registration Number:	1727624	EZ CAST
Registration Number:	1417995	PYRO-MAG
Registration Number:	1358329	NUTRI-MAG
Registration Number:	1356084	MAG PLUS
Registration Number:	1363389	FURNAL
Registration Number:	1313450	MONO
Registration Number:	1300570	PUROTAB
Registration Number:	1213983	I-R-C
Registration Number:	1193184	AL-MAX
Registration Number:	1198385	PERMANENTE
Registration Number:	1092317	PATCHBOND
Registration Number:	1092316	INDUX
Registration Number:	1069396	KRICOR
Registration Number:	833906	
Registration Number:	833905	
Registration Number:	833904	
Registration Number:	833902	
Registration Number:	825593	
Registration Number:	834565	
Registration Number:	833901	
Registration Number:	794305	TROWLEZE
Registration Number:	667934	LO-ERODE
Registration Number:	665916	MONO T9
Registration Number:	650358	PUROCAST
Registration Number:	649990	PURO-TAB
Registration Number:	510329	ALUMEX
Registration Number:	505454	HELSPOT
Registration Number:	1069395	KRIAL
Registration Number:	2112317	DOLOSAND

Registration Number:	1308038	KRICON
Registration Number:	2222649	DUREX
Registration Number:	1340735	KRILINE

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-979-1191
Email: nkmclaughlin@duanemorris.com
Correspondent Name: Nicole K. McLaughlin
Address Line 1: Duane Morris LLP, One Liberty Place
Address Line 2: 36th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7396

NAME OF SUBMITTER:	Nicole K. McLaughlin
Signature:	/nicole k. mclaughlin/
Date:	08/25/2005

Total Attachments: 8
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February 13, 2004

Resco Products, Inc.
Resco Canada, Inc.
Resco Products (UK) Limited
Tredmont, Inc.
Two Penn Center West
Building 2, Suite 430
Pittsburgh, Pennsylvania 15276

PNC Bank, National Association, as Agent
One PNC Plaza
249 Fifth Avenue, 5th Floor
Pittsburgh, Pennsylvania 15222

Re: Resco Products, Inc., et al.

Ladies and Gentlemen:

We refer to the Loan and Security Agreement, dated as of April 10, 2002 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Resco Products, Inc., a Pennsylvania corporation ("Resco"), Resco Products (UK) Limited, a company organized under the laws of England and Wales ("Resco UK" and, together with Resco, each a "Borrower" and collectively, the "Borrowers"), Tredmont, Inc., a North Carolina corporation ("Tredmont"), Resco Canada, Inc., a New Brunswick, Canada corporation ("Resco Canada" and, together with Tredmont, each a "Guarantor" and collectively, the "Guarantors"), the lenders which are parties thereto (individually, each a "Lender" and collectively, the "Lenders"), Wilmington Trust Company, in its capacity as mortgage collateral agent (in such capacity, the "Mortgage Collateral Agent") and Transamerica Business Capital Corporation, in its capacity as agent (in such capacity, the "Revolving Loan Agent" and, together with the Mortgage Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

The total amount necessary to pay in full as of this date the outstanding Loans under the Loan Agreement and all other obligations, liabilities or indebtedness of the Borrowers and the Guarantors to the Lenders and the Agents under the Loan Agreement and the other Loan Documents (collectively, the "Liabilities"), other than the obligations, liabilities and indebtedness of the Borrowers to the Lenders and the Agents arising pursuant to or in connection with the letters of credit arranged for by the Revolving Loan Agent for the account of the Borrowers listed on Exhibit A hereto (individually, a "Letter of Credit" and collectively, the Letters of Credit"), is as follows:

271243.3

TRADEMARK
REEL: 003147 FRAME: 0259

(a)	Revolving Credit Loans	\$5,531,344.96
(b)	Equipment Term Loans	\$2,361,910.00
(c)	Real Estate Term Loans	\$1,032,503.10
(d)	Accrued but unpaid interest on the Liabilities	\$18,971.12
(e)	Other Amounts:	
		\$2,793.74
(i)	Unused Line Fee	\$-0-
(ii)	Letter of Credit Fee	\$200,000
(iii)	Early Termination Fee	\$3,516.48
(iv)	Collateral Management Fee	\$35,483.57
(v)	Legal fees and expenses	\$243,793.81
	Total Other Amounts	
	Total pay-off amount ("Total Payoff Amount")	\$9,186,522.97

Payment of (a) the Total Payoff Amount and (b) the additional amount of \$340,200, which shall be pledged by Resco to the Revolving Loan Agent as Cash Collateral (as such term is defined below), should be made to the Revolving Loan Agent on or before 3:00 p.m. (New York City time) on the date hereof (provided that, if the Total Payoff Amount and such additional amount is not received by Revolving Loan Agent on or before 3 p.m. (New York City time) on the date hereof, the Total Payoff Amount shall be increased by a per diem amount of \$ _____ (assuming a constant principal amount of the Loans)) by way of wire transfer in immediately available funds directed as follows (such total payment being herein called the "Pay-Off Payment"):

Bank Name:	Deutsche Bank Trust Company Americas
City & State:	New York, New York
ABA No.:	021-001-033
Account No.:	Account No. 50-232-854
For the Account of:	GECC CAF Depository
Re:	Resco Products, Inc. TMC1213

Upon the effectiveness of this Agreement (a) except as otherwise provided in this Agreement, all obligations, indebtedness and liabilities of the Borrowers and the Guarantors under the Loan Agreement or the other Loan Documents shall be fully paid, satisfied and discharged, and each Loan Document shall be terminated (including the early termination fee payable pursuant to Section 4.5 of the Loan Agreement but excluding the provisions of the Loan Agreement and the other Loan Documents relating to the Continuing Obligations defined below) and the Borrowers and Guarantors shall have no other or further obligations, indebtedness or liabilities to the Lenders or the Agents, (b) all of the Agents' hypothecs and security interests in

and liens on all real and personal property of the Borrowers and the Guarantors (except with respect to the Cash Collateral as provided herein) will be automatically terminated and released and the Collateral (including the Specified Surplus Assets but excluding the Cash Collateral) shall be released from all of the Agents' liens, security interests and hypothecs under the Loan Documents, (c) each Agent authorizes the filing of, and agrees to execute and deliver (upon the request and at the expense of Borrowers), any and all Uniform Commercial Code financing statement terminations, releases of security interests in patents and trademarks, mortgage releases, notices of satisfaction of deeds of trust and mortgages, and such other lien release documents as the Borrowers, the Guarantors or PNC Bank, National Association, as agent (the "New Lender") may reasonably request in order to evidence or otherwise give public notice of such collateral terminations and releases (provided, however, that any and all such termination statements, mortgage releases and other such documents shall be prepared and recorded at the Borrowers' expense) and (d) the Revolving Loan Agent agrees to deliver to Borrowers the originals of the stock certificates and executed stock powers (if any) related thereto which were previously delivered to the Revolving Loan Agent by any Borrower or Guarantor. The Parties hereby agree that, notwithstanding anything to the contrary contained in the Loan Agreement, the entire amount of the early termination fee payable pursuant to Section 4.5 of the Loan Agreement shall equal \$200,000.

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

- (a) all obligations of each Borrower arising pursuant to or in connection with the Letters of Credit, including, without limitation, (i) the obligation to pay the Revolving Loan Agent for amounts paid or payable by the Revolving Loan Agent to the issuer in respect of amounts drawn under any Letter of Credit, which amounts shall be due and payable to the Revolving Loan Agent, without notice or demand, at the option of the Revolving Loan Agent, immediately upon any such drawing under such 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 the Revolving Loan Agent shall be payable at the rate set forth in the Loan Agreement as in effect immediately prior to the effectiveness hereof, and shall be due and payable each week;
- (b) interest (at the interest rate provided for in Section 4.4(b) of the Loan Agreement) upon all amounts owed to the Revolving Loan Agent 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 Loan Documents as in effect immediately prior to the effectiveness hereof, until the Revolving Loan Agent has received full and final payment thereof in immediately available funds;
- (c) all obligations of any Borrower or Guarantor hereunder;
- (d) any costs and expenses incurred by each Agent, including attorney's fees and legal expenses, in connection with the termination of the Loan Documents; and

(e) all indemnification obligations and other obligations in favor of any Agent or Lender or that, pursuant to the terms of the Loan Documents as in effect immediately prior to the effectiveness hereof, survive the termination thereof.

Borrowers and Guarantors acknowledge and agree that, notwithstanding anything to the contrary contained in any discharge, release or termination of any security interest or lien of any Agent on any Collateral, the Continuing Obligations shall remain in effect in accordance with the terms of this Agreement until the Continuing Obligations are satisfied in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, upon the effectiveness of this Agreement, Resco UK may file a Form 403A in respect of the Debenture dated April 10, 2002 made by Resco UK in favor of the Revolving Loan Agent but the statutory declaration contained in such Form 403A that the related charge has been paid or satisfied in full shall not have the effect of extinguishing, releasing or discharging the Continuing Obligations which shall survive as provided herein.

The Lenders and the Agents acknowledge that each of the Borrowers, the Guarantors and the New Lender will rely on this Agreement and the acknowledgments, certifications, confirmations and agreements of the Lenders and the Agents contained herein in connection with the financing to be provided by the New Lender to Resco.

Please note that the certifications, confirmations, acknowledgments and agreements made by the Lenders and the Agents in this Agreement are subject to and conditioned on the Revolving Loan Agent's receipt of the Pay-Off Payment as described above and of this Agreement duly executed by the parties hereto.

In consideration of the agreements of the Lenders and the Agents contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Borrower and Guarantor, on behalf of itself and its successors, heirs, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges each Lender and Agent, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (each Lender and Agent and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Borrower or any Guarantor or any of their respective successors, heirs, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Loan Agreement, any of the other Loan Documents or any transactions thereunder or related thereto; provided, that, nothing contained herein shall release, remise or discharge any Agent or Lender from its obligations under this Agreement.

Each Borrower and Guarantor understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Each Borrower and Guarantor agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

Each Borrower and Guarantor, on behalf of itself and its respective successors, heirs, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by any Borrower or Guarantor pursuant to this Agreement. If any Borrower or Guarantor or any of its respective successors, heirs, assigns or other legal representations violates the foregoing covenant, each Borrower and Guarantor, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

Each Agent agrees to send written notification, upon the request and at the expense of the Borrowers, to any bank or institution with which such Agent or any Lender has blocked accounts, lockbox accounts or other arrangements for the receipt or transfer to such Agent or such Lender of remittances or proceeds from customers of the Borrowers or Guarantors, to the effect that all such arrangements with such Agent or Lender are terminated and to the extent any such arrangements are in effect with any Agent or Lender, such arrangements are hereby terminated.

For and in consideration of the Lenders' and the Agents' agreements contained herein, each Borrower jointly and severally agrees to reimburse and pay, within five days of demand therefor, in immediately available funds, all losses, liabilities, charges, expenses and fees which the Revolving Loan Agent may incur as a result of any non-payment, claim, refund or charge back of any checks or other items which have been credited by the Revolving Loan Agent to any Borrower's loan account with the Revolving Loan Agent, together with all expenses and other charges incident thereto. Additionally, each Borrower jointly and severally agrees to reimburse and pay, within five days of demand therefor, in immediately available funds, all losses, liabilities, charges, expenses and fees (i) which the Lenders and/or the Agents may have incurred or may now or hereafter incur in connection with the transactions contemplated hereby which have not as yet been reflected in any Borrower's loan account which any Borrower is, or may be, required to bear pursuant to the Loan Documents and (ii) which the Lenders and/or the Agents may incur as a result of errors in calculation of any amounts due the Lenders and/or the Agents by any Borrower.

The New Lender agrees to indemnify the Agents and Lenders from, and hold the Agents and Lenders harmless against, all loss, cost, damages or expense (including reasonable attorney fees and expenses) which any Agent or Lender may suffer or incur at any time as a result of any non-payment, claim, refund or charge back of any checks or other items which have been

credited by the Revolving Loan Agent to the account of Borrowers with the Revolving Loan Agent in determining the amount of the pay-off payment, together with any expenses or other charges incident thereto; provided, that, the aggregate amount of liability of the New Lender under this paragraph shall in no event exceed \$100,000. The amount of any such loss, cost, damage or expense indemnified hereupon shall be paid to the Revolving Loan Agent promptly by the New Lender upon the Revolving Loan Agent's demand therefor, sent in writing at any time within sixty (60) days after the date hereof, and the amount of the demand shall be conclusive upon the New Lender; provided, that, the aggregate amount of liability of the New Lender under this paragraph shall in no event exceed \$100,000. Without limitation, it is understood that the obligation of the New Lender to make such payments for the amounts indemnified hereupon, which amounts (as to the New Lender) shall be subject to the limitations contained in the immediately preceding proviso, shall not be conditioned upon any prior demand by the Revolving Loan Agent upon any Borrower. Each Borrower and Guarantor authorizes the foregoing indemnification of the Agents and Lenders by the New Lender and agrees that the New Lender may pay any and all amounts demanded by the Revolving Loan Agent pursuant to the foregoing indemnification and the New Lender may treat such amounts as advances to Resco and charge the amounts to any account of Resco with the New Lender, all without inquiry as to whether such amounts are actually due and owing to any Agent or Lender and without regard to any dispute or claim that any Borrower or Guarantor may have or assert against any Agent or Lender and/or other parties.

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Continuing Obligations, Resco hereby irrevocably assigns, pledges, hypothecates, transfers, sets over to the Revolving Loan Agent, and grants to the Revolving Loan Agent a security interest in and right to set off against the sum of \$340,200, which has been or shall be remitted herewith to the Revolving Loan Agent and all proceeds thereof (the "Cash Collateral").

The Revolving Loan Agent shall hold such Cash Collateral, less any amounts thereof previously applied to the Continuing Obligations, for a period of not less than five (5) days after the expiration date of the Letter of Credit with the latest expiration date. Upon the expiration of such five (5) day period, the Revolving Loan Agent shall release to Resco any remaining Cash Collateral.

Without limiting the rights of the Revolving Loan Agent elsewhere in this Agreement or under the Loan Documents in respect of the Continuing Obligations, the Revolving Loan Agent may immediately apply the Cash Collateral from time to time against the Continuing Obligations when due, and each Borrower is and shall remain liable to pay any deficiency on demand.

Each of the Agents and the Lenders hereby agree that, upon the effectiveness of this Agreement (a) the Letters of Credit shall be deemed to have been issued solely on behalf of Transamerica Business Capital Corporation and not on behalf of any of the other Lenders, and (b) the other Lenders shall not have any obligations to the Revolving Loan Agent or the issuer of the Letters of Credit in connection with the Letters of Credit or be entitled to any fees or payments with respect thereto.

The effectiveness of this Agreement is subject to and conditioned upon the receipt by the Revolving Loan Agent of (a) this Agreement, duly executed by the parties hereto and (b) the Pay-Off Payment in immediately available funds in accordance with the wire transfer instructions set forth above.

The Agents hereby request that each of the Borrowers, Guarantors and the New Lender acknowledge its receipt and acceptance of and agreement to the terms and conditions set forth in this Agreement by signing a copy of it in the appropriate space indicated below and returning it to the Revolving Loan Agent.

This Agreement may be signed by each of the parties hereto in several counterparts but this Agreement shall not become effective unless and until it is executed by each of the parties and returned to the Revolving Loan Agent. Delivery of a photocopy or telecopy of an executed counterpart of this Agreement shall be effective as delivery of a manually executed original counterpart of this Agreement.

Very truly yours,

TRANSAMERICA BUSINESS CAPITAL
CORPORATION, individually and as
Revolving Loan Agent

By: _____

Title: _____

WILMINGTON TRUST COMPANY,
individually and as Mortgage Collateral Agent

By: _____

Title: _____

