

06-17-1999



Tab settings

To the Honorable Commissioner of Patent

101067408

Attached original documents or copy thereof.

6/14/99

1. Name of conveying party(ies):

FRANKLIN BRASS MANUFACTURING CO.

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: February 28, 1997

2. Name and address of receiving party(ies):

Name: MASCO FB, INC.

Internal Address:

Street Address: 19914 Via Baron Way

City: Rancho Domingo State: CA ZIP: 90220

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

See Attached List

B. Trademark Registration No.(s)

See Attached List

Additional numbers  Yes  No

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

Name: Edgar A. Zarins

Internal Address: Legal Department

Street Address: Masco Corporation

21001 Van Born Road

City: Taylor State: MI ZIP: 48180

6. Total number of applications and registrations involved:.....

20

7. Total fee (37 CFR 3.41):.....\$ \$515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-1981

(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.

Edgar A. Zarins, Reg. #30,986

Name of Person Signing

*Edgar A. Zarins*  
Signature

6/14/99  
Date

Total number of pages including cover sheet, attachments, and

5

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Req. Date</u>
PRESTIGE	2,034,256	January 28, 1997
JAMESTOWN	1,839,790	June 14, 1994
ASTRA	1,714,678	September 8, 1992
TEMPRA	1,699,660	July 7, 1992
FRANKLIN BRASS	1,660,577	October 15, 1991
AMERICANA	1,398,558	June 24, 1986
SEVILLE	1,241,208	June 7, 1983
ANTIGUA	1,233,611	April 5, 1983
DECOR	1,296,361	September 18, 1984
BUDGETEER	1,233,610	April 5, 1983
SIERRA	1,248,387	August 16, 1983
Logo Design	1,248,386	August 16, 1983

CALIFORNIA STATE TM REGISTRATION

AMERICANA	75,375	January 8, 1985
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PENDING TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
ELEGANCE	75-218,741	December 26, 1996
FUTURA	75-217,813	December 23, 1996
GOLDEN OAK	75-217,810	December 23, 1996
TUSCAN	75-217,808	December 23, 1996
BEST VALUE and Des.	75-182,168	October 15, 1996
ASTRA	74-728,557	September 13, 1995
LIBERTY	74-486,387	February 4, 1994
SAFETY + FIRST and Design	74-334,228	November 24, 1992

COMMON LAW TRADEMARKS

<u>Mark</u>	<u>Goods</u>
CAPRICE	Bathware
REGENCY	Bathware
BATHWOOD	Bathware
ELDORADO	Bathware

[JKA\TMPNTLST.WPD - 02/27/97]

TRADEMARK ASSIGNMENT

WHEREAS, FRANKLIN BRASS MANUFACTURING CO., a corporation organized and existing under the laws of California, with offices in Rancho Dominguez, California ("Assignor") has adopted, used, is using and is the owner of certain trademarks and trade names listed in the attached Schedule A (the "Marks") and is the owner of the corresponding trademark registrations and applications listed in Schedule A; and

WHEREAS, MASCO FB, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business in Taylor, Michigan ("Assignee") desires to acquire the Marks and the registrations thereof;

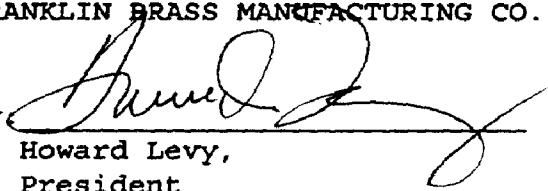
NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to these Marks, together with the goodwill of the business symbolized by the Marks and all registrations and applications therefor, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

After the date hereof, Assignor will execute and deliver from time to time at the request of Assignee all such further instruments as, in the reasonable opinion of Assignee's counsel, may be required in order to vest in Assignee full and complete title to and the right to use the Marks.

IN WITNESS WHEREOF, this Assignment is effective as of the 28th day of February, 1997.

FRANKLIN BRASS MANUFACTURING CO.

(SEAL)

By   
Howard Levy,  
President

STATE OF CALIFORNIA     )  
  )ss  
COUNTY OF LOS ANGELES    )

On March 3, 1997, before me, Stephanie Kan Lee, a Notary Public in and for said State, personally appeared HOWARD LEVY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the same.

WITNESS my hand and official seal.



Stephanie Kan Lee  
Notary Public in and for said  
County and State