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Form PTO-1594

RECORD/

11-02-2000

U.S. Department of Commerce

TRA

Patent and Trademark Office



To the Honorable Commissioner of Patents

101503667

original documents or copy thereof.

1. Name of conveying party(ies):
 Lavelle Industries, Inc.
 Individual(s) Association
 General Partnership Limited
 Corporation-State Delaware Partnership
 Other:
 Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Grant of Security Interest

Execution Date: December 17, 1998; September 6, 2000

2. Name and address of receiving party(ies):
 Name: Firstar Bank, N.A.
 Internal Address:
 Street Address: 777 East Wisconsin Avenue
 City: Milwaukee State: WI Zip: 53202
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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 names(s) & address(es) attached?
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 SEE ATTACHED SCHEDULE **1731095**
 Additional numbers attached?

B. Trademark registration No.(s)
 SEE ATTACHED SCHEDULE
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Adam L. Brookman
Godfrey & Kahn, S.C.
 Internal Address:
 Street Address: 780 N. Water Street
 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[10]
 7. Total fee (37 CFR 3.41):\$265.00
 Enclosed
 Authorized to be charged to deposit account for any deficiencies
 8. Deposit account number: 07-1509
 (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.

Adam L. Brookman
 Name of Person Signing

Signature

10/20/00
 Date

Total Number of pages, including cover sheet and attachments: [3]

SCHEDULE OF TRADEMARKS

REGISTERED TRADEMARKS

Trademark	Registration No.	Goods and Services
Lavelle	1,731,095	Rubber and plastic toilet flappers; washers of rubber and plastic for use in sinks, bathtubs and faucets; rings of rubber and plastic for use as pipe connection seals; rubber and plastic gaskets for use in sinks, bathtubs and faucets
Korky	769,398	Flapper tank balls and faucet washers
Lavelle (& design)	818,991	Plumbing specialties in the nature of faucet repair kits, sink stoppers, tank balls, force cups, toilet plungers and the like
PRO-MAX	2,177,830	Toilet flush valve components, namely, flappers
CHLORAZONE	2,219,205	Synthetic polymer in the form of solid slabs, strips and other pre-formed solid shapes, used to manufacture a wide variety of products intended to be in regular contact with water.
EASYSORT	2,260,944	Non-metal washers for use in plumbing

TRADEMARK APPLICATIONS AND COMMON LAW TRADEMARKS

Trademark	Application No.	Goods and Services
MAXFLUSH	75/796191	Plumbing fittings, namely, toilet tank tongue seal balls commonly known as flappers
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KWIK-FIX	75/838,459	Fill valves for toilet tanks
KORKY EASYFIX	76/023790	Plumbing fittings, namely, valve seals and toilet tank tongue seal balls commonly known as flappers

**NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS**

UNITED STATES PATENT AND TRADEMARK OFFICE

Ladies and Gentlemen:

Please be advised that pursuant to the Grant of Security Interest in Trademarks dated as of December 17, 1998, and the Grant of Security Interest in Trademarks dated as of September 6, 2000 (collectively, the "Security Agreement"), by LVELLE INDUSTRIES, INC. (the "Debtor") and FIRSTAR BANK, N. A., formerly known as Firstar Bank Milwaukee, N. A. (the "Secured Party"), the Debtor has granted to the Secured Party a continuing security interest in and continuing lien upon, the trademark registrations and/or trademark applications listed in **Exhibit A**, attached hereto.

The Secured Party, hereby acknowledges that the security interest in the foregoing trademark registrations and/or trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark registration or trademark application.

Very truly yours,

FIRSTAR BANK, N. A.

By: _____

Name: _____

Title: _____

Joe P. Falt
Joe P. Falt
V.P.

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