



102067823

original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Tyco International (US) Inc.

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

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

3. Nature of conveyance:

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

Execution Date: September 20, 2001

2. Name and address of receiving party(ies)

Name: Mueller International, Inc.
 Internal Address: 110 Corporate Drive, Suite #10
 Street Address: 110 Corporate Drive, Suite #10
 City: Portsmouth State NH Zip 03801

- 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 name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
See attachment

Additional number(s) attached Yes No

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

Name: Jeri N. Sute, Esq.
 Internal Address: Troutman Sanders LLP,
600 Peachtree Street, N.E., Suite 5200
 Street Address: Troutman Sanders LLP,
600 Peachtree Street, N.E., Suite 5200
 City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved:..... 43

7. Total fee (37 CFR 3.41)..... \$ 1090.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jeri N. Sute

1/22/02

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 98

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

04/24/2002 6TDM11 00000123 772654

01 FC:481 40.00 DP
 02 FC:482 1050.00 DP
 934555_1.DOC

**Attachment to Assignment
Tyco International (US) Inc. to Mueller International**

MARK	REG. DATE	REG. NO.
220	7/7/1964	772,654
AUTOPERF	8/14/1962	735,901
AUTOSAFE	10/16/1962	739,253
CEM-RES	5/14/1940	377,764
CENTURION	12/2/1975	1,026,157
CENTURION	8/1/1995	1,909,149
EZ-SETTER	2/2/1988	1,474,781
EZ-VAULT	6/7/1988	1,490,849
Fire Hydrant Design	4/16/1996	1,967,642
FULL SEAL	1/11/1966	801,650
GAS-PHUSE	6/14/1966	809,772
HI-FLO	4/22/1975	1,009,141
HM	11/30/1897	30,910
HM	9/23/1986	1,410,375
HM	7/5/1927	229,813
HM & Design	8/16/1927	231,322
INNERLOCK LUBOSEAL	7/25/1961	718,816
INSTA-TITE	6/8/1971	912,293
LINESEAL III	2/15/1983	1,227,287
LUBOSEAL Stylized	11/11/1952	566,653
MUELLER	2/6/1912	85,269

MARK	REG. DATE	REG. NO.
MUELLER	9/3/1907	65,052
MUELLER	12/10/1907	66,513
MUELLER	2/6/1951	537,204
MUELLER	12/5/1950	534,196
MUELLER	3/31/1908	68,337
MUELLER & Design	9/24/1940	381,450
MUELLER 110	1/21/1969	863,810
MUELLER 112	12/25/1973	975,318
MUELLER DUROSEAL	2/12/1985	1,318,897
MUELLER PRO-GARD	5/16/2000	2,349,302
NO-BLO	5/3/1955	605,332
ORI-CORP	3/22/1977	1,061,519
ORISEAL Stylized	7/29/1958	664,942
PERFSAFE	5/25/1965	789,887
PIPE-SAVER	7/5/1960	700,377
R & Oval Design	3/30/1976	1,037,084
R & Square Design	3/30/1976	1,037,083
SERVI-SEAL	5/12/1964	769,382
SLIP-HINGE	6/9/1981	1,156,987
THERMA-COIL	9/22/1987	1,458,068
WEDGESEAL Stylized	12/2/1958	670,487
XTRA RANGE	7/11/1972	937,392

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

dated as of

September 20, 2001

between

MUELLER INTERNATIONAL, INC.

and

TYCO INTERNATIONAL (US) INC.

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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

AGREEMENT dated as of September 20, 2001 between Mueller International, Inc., a Delaware corporation ("Buyer"), and Tyco International (US) Inc., a Nevada corporation ("Seller").

W I T N E S S E T H :

WHEREAS, Seller and Mueller Co., an Illinois corporation ("Mueller Assignor") are parties to that certain Assignment of Intellectual Property dated as of August 13, 1999 (the "Original Assignment") pursuant to which Seller acquired the Mueller Licensed Intellectual Property from Mueller Assignor;

WHEREAS, Mueller Group, Inc., a Delaware corporation and the parent company of Buyer ("Mueller Group"), and Seller are parties to that certain Mueller License Agreement dated August 16, 1999 (the "Mueller License Agreement"), pursuant to which Mueller Group has the right to purchase the Mueller Licensed Intellectual Property from and after October 1, 2001;

WHEREAS, in a letter dated August 2, 2001, Mueller Group notified Seller that it will exercise its right to purchase the Mueller Licensed Intellectual Property in accordance with Section 2.03 of the Mueller License Agreement;

WHEREAS, Mueller Group assigned all of its rights under the Mueller License Agreement to Buyer pursuant to the Assignment and Assumption Agreement dated as of September 19, 2001, between Mueller Group and Buyer; and

WHEREAS, Buyer and Seller wish to consummate the purchase of the Mueller Licensed Intellectual Property prior to October 1, 2001.

The parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01. *Definitions.*

(a) The following terms, as used herein, have the following meanings:

"Accounting Referee" means Arthur Andersen LLP.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Closing Date" means the date of the Closing.

"Grinnell Businesses" means the Grinnell Supply Sales Division, the Grinnell Manufacturing Division, and the Hersey Business.

"Hersey Business" means the business conducted on August 13, 1999 by the Hersey Meters Division, including without limitation, the manufacture, marketing, sale and distribution of water meters.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such property or asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"Mueller Business" means the business conducted as of August 16, 1999 by the Mueller Entities, including without limitation, the design, manufacture and marketing of Mueller-branded (i) AWWA approved gate valves, tapping valves, hydrants and butterfly valves, (ii) UL/FM approved gate valves, tapping valves, hydrants and butterfly valves, and (iii) brass service valves and fittings, tapping machines and tools, pipe repair products and related products.

"Mueller EBITDA" means the operating income before deductions for depreciation and amortization for the fiscal year ended September 30, 2001 attributable to (i) the products sold under the trademarks included in the Mueller Licensed Intellectual Property and (ii) without duplication, the products covered by any issued patent included in the Mueller Licensed Intellectual Property, in each case, calculated on a basis consistent with the historical financials of the Mueller Business.

"Mueller Entities" means (i) Mueller Co., an Illinois corporation, (ii) Mueller Service Co., a Delaware corporation, and (iii) Mueller Canada Ltd., a Canadian corporation, but excluding the portion thereof that is the Canadian equivalent of the Grinnell Businesses.

“Mueller Licensed Intellectual Property” means the “intellectual property” assigned to Seller pursuant to the Original Assignment, including (i) the registered trademarks, trademark applications and common law trademarks, both in the United States and throughout the world, as identified in Schedule 1; and (ii) all patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) registered or applied for in the United States and all other nations throughout the world, and all rights therein provided by bilateral or international treaties or conventions, as identified in Schedule 2.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Closing	2.04
Code	8.01
Damages	9.02
Estimated EBITDA	2.06
Final Mueller EBITDA	2.09
Financial Statements	2.05
Indemnified Party	9.03
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Pre-Closing Tax Period	8.01
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Tax	8.01
Warranty Breach	9.02

ARTICLE 2

PURCHASE AND SALE

SECTION 2.01. *Purchase and Sale.* Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free and clear of all Liens, all of Seller’s right, title and interest in, to and under the Mueller Licensed Intellectual Property (the “**Purchased Assets**”), and including, without limitation, all right, title and interest of Seller in, to and under:

(a) all of Seller's rights, claims, credits, causes of action or rights of set-off against third parties relating to the Purchased Assets;

(b) all transferable licenses, permits or other governmental authorization affecting, or relating in anyway to, the Purchased Assets;

(c) all books, records, files and papers, whether in hard copy or computer format, relating to the Purchased Assets; and

(d) all goodwill associated with the Purchased Assets, together with the right to represent to third parties that Buyer is the successor to the Purchased Assets.

SECTION 2.02. *Assignment of Rights.* Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Purchased Asset or in any way adversely affect the rights of Buyer or Seller thereunder. Seller and Buyer will use their best efforts (but without any payment of money by Seller or Buyer) to obtain the consent of the other parties to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may request. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including sub-contracting, sub-licensing, or sub-leasing to Buyer, or under which Seller would enforce for the benefit of Buyer, with Buyer assuming Seller's obligations, any and all rights of Seller against a third party thereto. Seller will promptly pay to Buyer when received all monies received by Seller under any Purchased Asset or any claim or right or any benefit arising thereunder, except to the extent the same represents an Excluded Asset. In such event, Seller and Buyer shall, to the extent the benefits therefrom and obligations thereunder have not been provided by alternate arrangements satisfactory to Buyer and Seller, negotiate in good faith an adjustment in the consideration paid by Buyer for the Purchased Assets.

SECTION 2.03. *Purchase Price.* The purchase price for the Purchased Assets (the "**Purchase Price**") is US\$ 41,114,400, which is equal to forty percent (40%) of US\$ 102,786,000, which represents Buyer's good faith estimate of Mueller EBITDA (the "**Estimated EBITDA**"), the calculation of which has been delivered to Seller prior to the date hereof and is attached hereto as Schedule 3. If the Closing occurs after October 1, 2001, the Purchase Price shall be reduced by the amount of royalty payments payable pursuant to the Mueller License

Agreement attributable to the period from (i) the later of October 1, 2001 and the date hereof through but not including (ii) the date of the Closing. The Purchase Price shall be paid as provided in Section 2.04 and shall be subject to adjustment as provided in this Section 2.03 and Section 2.06.

SECTION 2.04. Closing. The closing (the "Closing") of the purchase and sale of the Purchased Assets hereunder shall take place at the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York, at 10:30 a.m. on September 20, 2001, or such time as Buyer and Seller may agree. At the Closing:

(a) Buyer shall deliver to Seller the Purchase Price in immediately available funds by wire transfer to an account of Seller with a bank designated by Seller, by notice to Buyer, which notice shall be delivered not later than two business days prior to the Closing Date (or if not so designated, then by certified or official bank check payable in immediately available funds to the order of Seller in such amount).

(b) Seller and Buyer shall enter into (i) an Assignment of Letters Patent and Applications for Letters Patent substantially in the form attached as Exhibit A and (ii) an Assignment of Trademarks, Trademark Applications and Trademark Registrations substantially in the form attached hereto as Exhibit B. Seller shall deliver to Buyer such assignments or other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to convey, transfer and assign to Buyer all right, title and interest in, to and under the Purchased Assets free and clear of Liens.

(c) Seller shall deliver to Buyer an opinion of the General Counsel of Seller, dated the Closing Date to the effect specified in Sections 3.01, 3.02, 3.03, 3.04 and 3.06. In rendering such opinion, such counsel may rely upon certificates of public officers, as to matters governed by the laws of jurisdictions other than New York or the federal laws of the United States of America, upon opinions of counsel reasonably satisfactory to Buyer, and, as to matters of fact, upon certificates of officers of Seller, copies of which opinions and certificates shall be contemporaneously delivered to Buyer.

(d) Seller shall deliver to Buyer all documents Buyer may reasonably request relating to the existence of Seller and the authority of Seller for this Agreement, all in form and substance reasonably satisfactory to Buyer.

(e) Buyer shall deliver to Seller an opinion of the General Counsel of Buyer, dated the Closing Date to the effect specified in Sections 4.01, 4.02, 4.03 and 4.04. In rendering such opinion, such counsel may rely upon certificates of public officers, as to matters governed by the laws of jurisdictions other than New York or the federal laws of the United States of America, upon opinions of counsel reasonably satisfactory to Seller, and, as to matters of fact, upon certificates of officers of Buyer, copies of which opinions and certificates shall be contemporaneously delivered to Seller.

(f) Buyer shall deliver to Seller all documents Seller may reasonably request relating to the existence of Buyer and the authority of Buyer for this Agreement, all in form and substance reasonably satisfactory to Seller.

SECTION 2.05. *Financial Statements.* (a) As promptly as practicable, but no later than 90 days, after the Closing Date, Buyer will cause to be prepared and delivered to Seller the financial statements of Mueller Group necessary to calculate Mueller EBITDA (the "**Financial Statements**") together with any supporting documentation and a certificate based on the Financial Statements setting forth Buyer's calculation of Mueller EBITDA.

(b) If Seller disagrees with Buyer's calculation of Mueller EBITDA delivered pursuant to Section 2.05(a), Seller may, within 45 days after delivery of the documents referred to in Section 2.05(a), deliver a notice to Buyer disagreeing with such calculation and setting forth Seller's calculation of such amount. Any such notice of disagreement shall specify those items or amounts as to which Seller disagrees, and Seller shall be deemed to have agreed with all other items and amounts contained in the Financial Statements and the calculation of Mueller EBITDA delivered pursuant to Section 2.05(a).

(c) If a notice of disagreement shall be duly delivered pursuant to Section 2.05(b), Buyer and Seller shall, during the 30 days following such delivery, use their best efforts to reach agreement on the disputed items or amounts in order to determine, as may be required, the amount of Mueller EBITDA, which amount shall not be less than the amount thereof shown in Buyer's calculations delivered pursuant to Section 2.05(a) nor more than the amount thereof shown in Seller's calculation delivered pursuant to Section 2.05(b). If during such period, Buyer and Seller are unable to reach such agreement, they shall promptly thereafter cause the Accounting Referee promptly to review this Agreement and the disputed items or amounts for the purpose of calculating Mueller EBITDA. In making such calculation, the Accounting Referee shall consider only those items or amounts in the Financial Statements or Buyer's calculation of Mueller EBITDA as to which Seller has disagreed. The Accounting Referee shall deliver to Buyer and Seller, as promptly as practicable, a

report setting forth such calculation. Such report shall be final and binding upon Buyer and Seller. The cost of such review and report shall be borne equally by Buyer and Seller.

SECTION 2.06. *Adjustment of Purchase Price.* (a) The Purchase Price will be adjusted as follows: if Estimated EBITDA exceeds Final Mueller EBITDA, Seller shall pay to Buyer, as an adjustment to the Purchase Price, in the manner and with interest as provided in Section 2.06(b), forty percent (40%) of the amount of such excess. If Final Mueller EBITDA exceeds Estimated EBITDA, Buyer shall pay to Seller, in the manner and with interest as provided in Section 2.06(b), forty percent (40%) of the amount of such excess. "**Final Mueller EBITDA**" means Mueller EBITDA (i) as shown in Buyer's calculation delivered pursuant to Section 2.05(a) if no notice of disagreement with respect thereto is duly delivered pursuant to Section 2.05(b); or (ii) if such a notice of disagreement is delivered, (A) as agreed by Buyer and Seller pursuant to Section 2.05(c) or (B) in the absence of such agreement, as shown in the Accounting Referee's calculation delivered pursuant to Section 2.05(c); *provided* that in no event shall Final Mueller EBITDA be less than Buyer's calculation of Mueller EBITDA delivered pursuant to Section 2.05(a) or more than Seller's calculation of Mueller EBITDA delivered pursuant to Section 2.05(b).

(b) Any payment pursuant to Section 2.06(a) shall be made at a mutually convenient time and place within 10 days after Final Mueller EBITDA has been determined by delivery by Buyer or Seller, as the case may be, of a certified or official bank check payable in immediately available funds to the other party or by causing such payments to be credited to such account of such other party as may be designated by such other party. The amount of any payment to be made pursuant to this Section 2.06 shall bear interest from and including the Closing Date to but excluding the date of payment at a rate per annum equal to the Prime Rate as published in the Wall Street Journal, Eastern Edition in effect from time to time during the period from the Closing Date to the date of payment. Such interest shall be payable at the same time as the payment to which it relates and shall be calculated daily on the basis of a year of 365 days and the actual number of days elapsed.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date that:

SECTION 3.01. *Corporate Existence and Power.* Seller is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the requisite corporate power and authority to carry on its business as now conducted. Seller has heretofore delivered or made available to Buyer true and complete copies of its certificate of incorporation and bylaws as currently in effect.

SECTION 3.02. *Corporate Authorization.* The execution, delivery and performance by Seller of this Agreement and the consummation by it of the transactions contemplated hereby (including the sale and transfer of the Purchased Assets) are within Seller's corporate powers and have been duly authorized by all necessary corporate action on the part of Seller. This Agreement constitutes a valid and binding agreement of Seller enforceable against Seller in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

SECTION 3.03. *Governmental Authorization.* The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby require no action by or in respect of, or filing with, any governmental body, agency, official or authority.

SECTION 3.04. *Noncontravention.* The execution, delivery and performance by Seller of this Agreement does not and the consummation of the transactions by Seller contemplated hereby will not (a) contravene or conflict with its certificate of incorporation or bylaws, (b) violate any applicable law, rule, regulation, judgment, injunction, order or decree, (c) constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation of any of the Seller, or to a loss of any benefit to which Seller is entitled under any provision of any agreement or other instrument binding upon Seller or by which any of the Purchased Assets is or may be bound or (d) result in the creation or imposition of any Lien on any Purchased Assets.

SECTION 3.05. *Litigation.* There is no action, suit, investigation or proceeding (or any basis therefor) pending against, or to the knowledge of Seller, threatened against or affecting, any Purchased Asset before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

SECTION 3.06. *Purchased Assets.* (a) Without limiting the scope of the rights to be conveyed to Buyer hereunder, to Seller's knowledge Schedules 1 and 2 set forth an accurate and complete list of all Purchased Assets.

(b) Seller exclusively owns free and clear of any Lien, all of the Purchased Assets.

(c) Upon consummation of the transactions contemplated hereby, Buyer will have acquired good and marketable title in and to each of the Purchased Assets, free and clear of all Liens.

(d) There are no agreements between Seller and any of its Affiliates and any third parties currently in effect which will limit or restrict the right of the Buyer to use the Purchased Assets in any manner whatsoever.

(e) Seller has not licensed, or in any way authorized, any party to use any of the Purchased Assets.

(f) No assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the transfer and sale of the Purchased Assets as contemplated by this Agreement.

(g) No consents of any other party are necessary or appropriate under any agreements concerning any of the Purchased Assets in order for the transfer and assignment of any of the Purchased Assets under this Agreement to be legally effective.

SECTION 3.07. *Finders' Fees.* There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Seller who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date that:

SECTION 4.01. *Corporate Existence and Power.* Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and has the requisite corporate power and authority to carry on its business as now conducted.

SECTION 4.02. *Corporate Authorization.* The execution, delivery and performance by Buyer of this Agreement and the consummation by it of the transactions contemplated hereby (including the sale and transfer of the Purchased

Assets) are within Buyer's corporate powers and have been duly authorized by all necessary corporate action on the part of the Buyer. This Agreement constitutes a valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

SECTION 4.03. *Governmental Authorization.* The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby require no action by or in respect of or filing with, any governmental body, agency, official or authority, other than any filings or notices not required to be made or given until after the Closing Date.

SECTION 4.04. *Noncontravention.* The execution, delivery and performance by Buyer of this Agreement do not and the consummation of the transactions by Buyer contemplated hereby will not (i) contravene or conflict with its certificate of incorporation or bylaws or (ii) assuming compliance with the matters referred to in Section 4.03, violate any applicable law, rule, regulation, judgment, injunction, order or decree.

SECTION 4.05. *Litigation.* There is no action, suit, investigation or proceeding pending against, or to the knowledge of Buyer threatened against or affecting, Buyer before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

SECTION 4.06. *Finders' Fees.* There is no investment banker, broker, finder or other intermediary entitled to a fee or commission from Buyer or any of its Affiliates upon consummation of the transactions contemplated by this Agreement.

ARTICLE 5

COVENANTS OF SELLER

Seller agrees that:

SECTION 5.01. *Access to Information; Confidentiality.* (a) After the Closing, Seller and its Affiliates will hold, and will use their best efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning the Purchased Assets, except to the extent

that such information can be shown to have been (i) previously known on a nonconfidential basis by Seller, (ii) in the public domain through no fault of Seller or its Affiliates or (iii) later lawfully acquired by Seller from sources other than those related to its prior ownership of the Business. The obligation of Seller and its Affiliates to hold any such information in confidence shall be satisfied if they exercise the same care with respect to such information as they would take to preserve the confidentiality of their own similar information.

(b) On and after the Closing Date, Seller will afford promptly to Buyer and its agents reasonable access to its books of account, financial and other records (including, without limitation, accountant's work papers), information, employees and auditors to the extent necessary or useful for Buyer in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to the Purchased Assets; provided that any such access by Buyer shall not unreasonably interfere with the conduct of the business of Seller. Buyer shall bear all of the out-of-pocket costs and expenses (including, without limitation, attorneys' fees, but excluding reimbursement for general overhead, salaries and employee benefits) reasonably incurred in connection with the foregoing.

ARTICLE 6 COVENANTS OF BUYER

Buyer agrees that:

SECTION 6.01. *Access.* On and after the Closing Date, Buyer will afford promptly to Seller and its agents reasonable access to Mueller Group's and its properties, books, records, employees and auditors to the extent necessary to permit Seller to determine any matter relating to its rights and obligations hereunder or to any period ending on or before the Closing Date; *provided* that any such access by Seller shall not unreasonably interfere with the conduct of the business of Mueller Group, Buyer or any of their subsidiaries. Seller shall bear all of the out-of-pocket costs and expenses (including, without limitation, attorneys' fees, but excluding reimbursement for general overhead, salaries and employee benefits) reasonably incurred in connection with the foregoing. Seller will hold, and will use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning Mueller Group, Buyer or the Purchased Assets provided to it pursuant to this Section, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Seller, (ii) in the public domain through no fault of Seller

or (iii) later lawfully acquired by Seller on a nonconfidential basis from sources other than Mueller Group, Buyer or any of their Affiliates.

ARTICLE 7
COVENANTS OF BUYER AND SELLER

Buyer and Seller agree that:

SECTION 7.01. *Best Efforts; Further Assurances.* (a) Subject to the terms and conditions of this Agreement, Buyer and Seller will use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in Buyer good and marketable title to the Purchased Assets.

(b) Seller hereby constitutes and appoints, effective as of the Closing Date, Buyer and its successors and assigns as the true and lawful attorney of Seller with full power of substitution in the name of Buyer, or in the name of Seller but for the benefit of Buyer, (i) to collect for the account of Buyer any items of Purchased Assets and (ii) to institute and prosecute all proceedings which Buyer may in its sole discretion deem proper in order to assert or enforce any right, title or interest in, to or under the Purchased Assets, and to defend or compromise any and all actions, suits or proceedings in respect of the Purchased Assets. Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof.

SECTION 7.02. *Certain Filings.* Seller agrees to record the Original Assignment in all applicable jurisdictions as soon as practicable but in no event later than 60 days after after the Closing. It is understood that Seller shall have no responsibility for recordal in any applicable jurisdiction of the Assignments in the forms attached as Exhibits A and B to be entered into at Closing, or any further documents provided pursuant to Section 2.04(b). Seller and Buyer shall cooperate with one another (i) in determining whether any action by or in respect of, or filing with, any governmental body, agency, official or authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement and (ii) in taking such actions or

making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 7.03. *Public Announcements.* The parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public statements the making of which may be required by applicable law or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement prior to such consultation.

ARTICLE 8 TAX MATTERS

SECTION 8.01. *Tax Definitions.* The following terms, as used herein, have the following meanings:

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Pre-Closing Tax Period**” means (i) any Tax Period ending on or before the Closing Date and (ii) with respect to a Tax Period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

“**Tax**” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including, but not limited to, withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any governmental authority responsible for the imposition of any such tax (domestic or foreign), or (ii) liability for the payment of any amounts of the type described in (i) as a result of being a party to any agreement or any express or implied obligation to indemnify any other Person.

SECTION 8.02. *Tax Matters.* Seller hereby represents and warrants to Buyer that:

(a) Seller has timely paid all Taxes which will have been required to be paid on or prior to the date hereof, the non-payment of which would result in a Lien on any Purchased Asset or would result in Buyer becoming liable or responsible therefor.

(b) Seller has established, in accordance with generally accepted accounting principles applied on a basis consistent with that of preceding periods, adequate reserves for the payment of, and will timely pay, all Taxes which arise from or with respect to the Purchased Assets and are incurred in or attributable to the Pre-Closing Tax Period, the non-payment of which would result in a Lien on any Purchased Asset or would result in Buyer becoming liable therefor.

ARTICLE 9

SURVIVAL; INDEMNIFICATION

SECTION 9.01. *Survival.* The representations and warranties of the parties hereto contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing until the second anniversary of the Closing Date; provided that (i) the representations and warranties contained in Section 3.06 shall survive indefinitely and (ii) the representations and warranties contained in Article 8 shall survive until expiration of the statute of limitations applicable to the matters covered thereby (giving effect to any waiver, mitigation or extension thereof), if later. Notwithstanding the preceding sentence, any representation or warranty in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentence, if notice of the inaccuracy thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought prior to such time. The covenants and agreements of the parties set forth in this Article 9 shall survive indefinitely.

SECTION 9.02. *Indemnification.* (a) Seller hereby indemnifies Buyer and its Affiliates and any transferee of the Mueller Licensed Intellectual Property against and agrees to hold each of them harmless from any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding whether involving a third party claim or a claim solely between the parties hereto) ("Damages") incurred or suffered by Buyer or any of its Affiliates or any transferee of the Mueller Licensed Intellectual Property arising out of (i) any misrepresentation or breach of warranty (each such misrepresentation and breach of warranty a "Warranty Breach") or breach of covenant or agreement made or to be performed by Seller pursuant to this Agreement, (ii) any noncompliance by Seller with bulk sales or similar laws which may be applicable to the sale or transfer of the Purchased Assets, (iii) any breach by Seller of its covenants and agreements under the Mueller License Agreement, (iv) any defect in or any claim alleging any defect in the Original Assignment or in the recordation thereof, including but not limited to the

timeliness of such recordation and (v) any defect in or any claim alleging any defect in the maintenance, including but not limited to renewals that were made or should have been made, of the Mueller Licensed Intellectual Property; *provided* that with respect to indemnification by Seller for any Warranty Breach, Seller's maximum liability shall not exceed the Purchase Price in the aggregate.

(b) Buyer hereby indemnifies Seller and its Affiliates against and agrees to hold each of them harmless from any and all Damages incurred or suffered by Seller or any of its Affiliates arising out of any Warranty Breach or breach of covenant or agreement made or to be performed by Buyer pursuant to this Agreement; *provided* that with respect to indemnification by Buyer for any Warranty Breach, Buyer's maximum liability shall not exceed the Purchase Price in the aggregate.

SECTION 9.03. *Procedures.* The party seeking indemnification under Section 9.02 (the "Indemnified Party") agrees to give prompt notice to the party against whom indemnity is sought (the "Indemnifying Party") of the assertion of any claim, or the commencement of any suit, action or proceeding in respect of which indemnity may be sought under such Section. The Indemnifying Party may at the request of the Indemnified Party participate in and control the defense of any such suit, action or proceeding at its own expense. The Indemnifying Party shall not be liable under Section 9.02 for any settlement effected without its consent of any claim, litigation or proceeding in respect of which indemnity may be sought hereunder.

ARTICLE 10 MISCELLANEOUS

SECTION 10.01. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Buyer, to:

Mueller International, Inc.
c/o Mueller Group, Inc.
110 Corporate Drive, Suite #10
Portsmouth, New Hampshire 03801
Attention: George Bukuras, General Counsel
Fax: 603-422-8035

if to Seller, to:

Tyco International (US) Inc.
One Tyco Park
Exeter, New Hampshire 03833
Attention: M. Brian Moroze, General Counsel
Fax: 603-778-7330

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

SECTION 10.02. *Amendments and Waivers.* (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 10.03. *Expenses.* Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

SECTION 10.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto, except that Buyer may transfer or assign, in whole or from time to time in part, to one or more of its Affiliates, the right to purchase all or a portion of the Purchased Assets, but no such transfer or assignment will relieve Buyer of its obligations hereunder.

SECTION 10.05. *Governing Law.* Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

SECTION 10.06. *Jurisdiction.* Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking

to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10.01 shall be deemed effective service of process on such party.

SECTION 10.07. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 10.08. *Counterparts; Third Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

SECTION 10.09. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

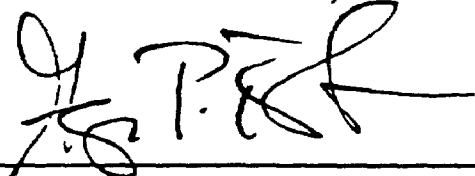
SECTION 10.10. *Bulk Sales Laws.* Buyer and Seller each hereby waive compliance by Seller with the provisions of the "bulk sales", "bulk transfer" or similar laws of any state. Seller agrees to indemnify and hold Buyer harmless against any and all claims, losses, damages, liabilities, costs and expenses incurred by Buyer or any of its Affiliates as a result of any failure to comply with any such "bulk sales", "bulk transfer" or similar laws.

SECTION 10.11. *Ratification.* Seller hereby ratifies all renewals and declarations regarding the trademarks and registrations undertaken in the name of Mueller Co. during the term Seller held legal title to such marks and registrations, in view of the relationship between the parties and Mueller Co.'s actual knowledge of the continued use of the marks in commerce.

SECTION 10.12. *Captions.* The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MUELLER INTERNATIONAL, INC.

By: 

Name: George P. Bukuras

Title: Vice President, General Counsel
and Secretary

TYCO INTERNATIONAL (US) INC.

By: 

Name: M. Brian Moroze

Title: Secretary

TRADEMARK
REEL: 002491 FRAME: 0689

**ASSIGNMENT OF LETTERS PATENT
AND APPLICATIONS FOR LETTERS PATENT**

THIS ASSIGNMENT OF LETTERS PATENT AND APPLICATIONS FOR LETTERS PATENT (this "Assignment") is made this 20th day of September, 2001, by TYCO INTERNATIONAL (US) INC., a Nevada corporation, having its principal place of business at One Tyco Park, Exeter, New Hampshire 03833 ("Seller").

W I T N E S S E T H :

WHEREAS, Seller is the sole owner by assignment of the entire right, title and interest in, to and under the national and multinational statutory invention registrations, patents and patent applications listed in Schedule A (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof) registered or applied for in the United States and all other nations throughout the world; all improvements to the inventions disclosed in each such registration, patent or patent application; all rights in all of the foregoing provided by treaties, conventions and common law and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing (collectively, the "Patents");

WHEREAS, MUELLER INTERNATIONAL, INC., a Delaware corporation ("Buyer"), having its principal place of business at 110 Corporate Drive, Suite #10, Portsmouth, New Hampshire 03801, is desirous of acquiring the entire worldwide right, title and interest in, to and under the Patents.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Intellectual Property Purchase Agreement dated as of September 20, 2001 (the "Agreement") between Seller and Buyer, Seller does hereby sell, assign, transfer, set over and convey unto Buyer, as of the date first above written, all of Seller's right, title and interest in, to and under the Patents, including the right to claim priority under any International Convention and the right to sue for any past infringement, and in and to any and all Letters Patent to be obtained for any applications for Letters Patent and/or any continuation, division, reissue, reexamination, renewal and/or substitute of said Letters Patent and/or applications therefor, in the United States of America and/or any and all foreign countries.

ALL OF THE FOREGOING to be held and enjoyed by Buyer for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this transfer to Buyer had not been made. Seller agrees to provide testimony, at Buyer's expense, at any time in connection with any proceedings affecting the right, title, interest or benefit of Buyer in, to or under the Patents and to execute and deliver upon request of Buyer such additional documents as are necessary or desirable to give full effect to and perfect the rights of Buyer under this Assignment.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed.

TYCO INTERNATIONAL (US) INC.

By: _____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, the [officer] of TYCO INTERNATIONAL (US) INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that he executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this __th day of September, 2001.

Name:
Notary Public

**SCHEDULE A
to Exhibit A**

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>	<u>Inventor</u>
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**ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK REGISTRATIONS**

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK REGISTRATIONS (this "Assignment") is made this 20th day of September, 2001, by TYCO INTERNATIONAL (US) INC., a Nevada corporation, having its principal place of business at One Tyco Park, Exeter, New Hampshire 03833 ("Seller").

W I T N E S S E T H :

WHEREAS, Seller is the sole owner of the entire worldwide right, title and interest in, to and under the trademarks and any registrations and applications therefore as listed in Schedule A (whether or not registered) in the United States and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration of the foregoing and all goodwill associated therewith; all rights in all of the foregoing provided by treaties, conventions and common law and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing (collectively, the "Trademarks");

WHEREAS, MUELLER INTERNATIONAL, INC., a Delaware corporation ("Buyer"), having its principal place of business at 110 Corporate Drive, Suite #10, Portsmouth, New Hampshire 03801, is desirous of acquiring the entire worldwide right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Intellectual Property Purchase Agreement dated as of September 20, 2001 (the "Agreement") between Seller and Buyer, Seller does hereby sell, assign, transfer, set over and convey unto Buyer, as of the date first above written, all right, title and interest in, to and under the Trademarks, together with the goodwill associated with such Trademarks.

ALL OF THE FOREGOING to be held and enjoyed by Buyer for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this transfer to Buyer had not been made. Seller agrees to provide testimony, at Buyer's expense, at any time in connection with any proceedings affecting the right, title, interest or benefit of Buyer in, to or under the Trademarks and to execute and deliver upon request of Buyer such additional documents as are

necessary or desirable to give full effect to and perfect the rights of Buyer under this Assignment.

Seller hereby ratifies all renewals and declarations regarding the trademarks and registrations undertaken in the name of Mueller Co. during the term Seller held legal title to such marks and registrations, in view of the relationship between the parties and Mueller Co.'s actual knowledge of the continued use of the marks in commerce.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed.

TYCO INTERNATIONAL (US) INC.

By: _____

Name:

Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, the [officer] of TYCO INTERNATIONAL (US) INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that he executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this __th day of September, 2001.

Name:
Notary Public

TRADEMARK
REEL: 002491 FRAME: 0697

**SCHEDULE A
to Exhibit B**

Trademark Registration No. Issue Date

SCHEDULE 1

MUELLER TRADEMARKS

* Farkas & Manelli, P.L.C. Ref. 73-571	HM/JJ
75/440,196	Mueller PRO-GARD

Date: 04/14/99
Time: 11:39:19

Country List
by Owner then Country then Mark

Page:

Country: CANADA

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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220		04634	MUL	Registered	145760 06/10/66	06/10/96
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Application No.: 292543 Renewal Base Date: 06/10/66 Last Update: 06/07/96
Filing Date: 10/14/65 Affidavit of Use: Filed?

Goods:
PIPE LEAK REPAIR CLAMPS OF FLEXIBLE BAND TYPE

AUTOPERF		04635	MUL	Registered	129244 12/28/62	12/28/07
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Application No.: 267522 Renewal Base Date: 12/28/62 Last Update: 06/07/96
Filing Date: 02/12/62 Affidavit of Use: Filed?

Goods:
SELF-TAPPING SERVICE TEES

AUTOSAFE		04636	MUL	Registered	129676 02/01/63	02/01/08
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Application No.: 267521 Renewal Base Date: 02/01/63 Last Update: 06/07/96
Filing Date: 02/12/62 Affidavit of Use: Filed?

Goods:
SAFETY VALVES

Date: 04/14/99
Time: 11:39:21

Country List
by Owner then Country then Mark

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Country: CANADA

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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CENTURION		04637	MUL	Registered	229593 08/11/78	08/11/08
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Application No.: 410902 Renewal Base Date: 08/11/78 Last Update: 06/07/96
Filing Date: 05/19/77 Affidavit of Use: Filed?

Goods:
FIRE HYDRANTS & REPLACEMENT PARTS THEREFOR

FULL SEAL		04638	MUL	Registered	156775 05/10/68	05/10/98
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Application No.: 304072 Renewal Base Date: 05/10/68 Last Update: 06/14/96
Filing Date: 04/12/67 Affidavit of Use: Filed?

Goods:
PIPE CLAMPS

GAS-PHUSE		04639	MUL	Registered	380022 02/15/91	02/15/91
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Application No.: 636515 Renewal Base Date: 02/15/91 Last Update: 06/07/96
Filing Date: 07/28/89 Affidavit of Use: Filed?

Goods:
AUTOMATIC SHUT-OFF VALVES WHICH PREVENT EXCESS FLOW OF AIR, GAS OR LIQUID TO THE ATMOSPHERE, OR EXCESS FLOW BETWEEN PRESSURE VESSELS, RECEIVERS AND TANKS

Date: 04/14/99
Time: 11:39:24

Country List
by Owner then Country then Mark

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Country: CANADA

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal
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INNERLOCK LUBOSEAL

		04640	MUL	Registered	130502 04/11/63	04/11/02
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Application No.: 266234 Renewal Base Date: 04/11/63 Last Update: 06/07/96
Filing Date: 11/24/61 Affidavit of Use: Filed?

Goods:
GAS SERVICE STOP COCKS

INSTA-TITE

		04641	MUL	Registered	185765 09/29/72	09/29/02
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Application No.: 347661 Renewal Base Date: 09/29/72 Last Update: 06/07/96
Filing Date: 11/08/71 Affidavit of Use: Filed?

Goods:
PUSH-IN COUPLINGS OR CONNECTIONS FOR USE IN FLUID DISTRIBUTION SYSTEMS

LINESEAL

		04642	MUL	Registered	183781 06/16/72	06/16/02
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Application No.: 338493 Renewal Base Date: 06/16/72 Last Update: 06/07/96
Filing Date: 12/07/70 Affidavit of Use: Filed?

Goods:
VALVES

LINESEAL III

		04643	MUL	Registered	300045 02/15/85	02/15/00
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Application No.: 521579 Renewal Base Date: 02/15/85 Last Update: 06/07/96
Filing Date: 05/07/84 Affidavit of Use: Filed?

Goods:
VALVES

Date: 04/14/99
Time: 11:39:38

Country List
by Owner then Country then Mark

Page:

Country: CANADA

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal D.
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LUB O SEAL		04644	MUL	Registered	162/41285 12/08/51	12/08/96
Application No.:		213372	Renewal Base Date:		12/08/51	Last Update:06/07/96
Filing Date:		12/08/51	Affidavit of Use:			Filed?

Goods:
GAS SERVICE STOP

MUELLER		04645	MUL	Registered	78/19191 12/17/13	12/17/08
Application No.:		077270	Renewal Base Date:		12/17/13	Last Update:06/14/96
Filing Date:		03/03/03	Affidavit of Use:			Filed?

Goods:
PLUMBING AND SUPPLIES; COCKS AND VALVES, METAL-WORKING TOOLS AND MACHINES; PIPE FITTINGS; SERVICE BOXES; CESSPOOLS; GAS GAS AND WATER METERS AND FITTINGS THEREFOR, AND HYDRANTS

MUELLER 110		04646	MUL	Registered	163123 05/30/69	05/30/96
Application No.:		313622	Renewal Base Date:		05/30/69	Last Update:06/07/96
Filing Date:		05/30/68	Affidavit of Use:			Filed?

Goods:
COMPRESSION COUPLINGS AND CONNECTIONS FOR USE ON GAS, OIL, WATER, STEAM AND OTHER FLUID CONDUCTING LINES.

Date: 04/14/99
Time: 11:39:44

Country List
by Owner then Country then Mark

Page:

Country: CANADA

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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MUELLER HP		04647	MUL	Registered	220792 05/27/77	05/27/07
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Application No.: 392140 Renewal Base Date: 05/27/77 Last Update: 06/07/96
Filing Date: 12/05/75 Affidavit of Use: Filed?

Goods:

CORROSIVE PROTECTING &/OR ELECTRICAL INSULATING COATING FOR PIPE FITTINGS, RESILIENT SEATED GATE VALVES, BUTTERFLY VALVES, FIRE HYDRANTS, BACK-FLOW PREVENTERS, CHECK VALVES, LINER STOPPER FITTINGS, TAPPING SLEEVES, STEEL TEES, REPAIR CLAMPS, LEAK CLAMPS, PIPE SADDLES, METER STOPS & THE LIKE.

NO-BLO		04648	MUL	Registered	102395 01/13/56	01/13/01
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Application No.: 226580 Renewal Base Date: 01/13/56 Last Update: 06/07/96
Filing Date: 09/03/54 Affidavit of Use: Filed?

Goods:

VALVES, STOPS, TEES, CONNECTIONS & FITTINGS

ORI-CORP		04649	MUL	Registered	228067 05/26/78	05/26/08
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Application No.: 406456 Renewal Base Date: 05/26/78 Last Update: 06/07/96
Filing Date: 01/24/77 Affidavit of Use: Filed?

Goods:

ROTARY PLUG VALVES & THE LIKE

Date: 04/14/99
Time: 11:39:51

Country List
by Owner then Country then Mark

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Country: CANADA

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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ORISEAL		04650	MUL	Registered	114712 07/17/59	07/17/04
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Application No.: 244722 Renewal Base Date: 07/17/59 Last Update: 06/07/96
Filing Date: 03/13/58 Affidavit of Use: Filed?

Goods:
ROTARY PLUG VALVES

PIPE-SAVER		04651	MUL	Registered	148707 12/30/66	12/30/96
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Application No.: 292659 Renewal Base Date: 12/30/66 Last Update: 06/07/96
Filing Date: 10/21/65 Affidavit of Use: Filed?

Goods:
PIPE REPAIR CLAMPS

SERVI-SEAL		04652	MUL	Registered	148547 12/16/66	12/16/96
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Application No.: 292542 Renewal Base Date: 12/16/66 Last Update: 06/14/96
Filing Date: 10/14/65 Affidavit of Use: Filed?

Goods:
PIPE CLAMPS, FOR USE AS SADDLE OR SERVICE CLAMPS, REPAIR CLAMPS FOR
LEAKS, BREAKS, OR SPLITS, OR BRANCH OUTLETS ON A ALL TYPES OF FLUID
CONDUCTING PIPE SUCH AS THIN WALL PIPE, ASBESTOS-CEMENT PIPE, STEEL
PIPE AND THE LIKE

Date: 04/14/99
Time: 11:39:59

Country List
by Owner then Country then Mark

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Country: CANADA

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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TC DESIGN		05095	MUL	Registered	191950 06/22/73	06/22/03
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Application No.:	348102	Renewal Base Date:	06/22/73	Last Update:	01/22/97
Filing Date:		Affidavit of Use:		Filed?	

Goods:

TRA RANGE		04654	MUL	Registered	186650 11/17/72	11/17/02
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Application No.:	345744	Renewal Base Date:	11/17/72	Last Update:	06/07/96
Filing Date:	08/30/71	Affidavit of Use:		Filed?	

Goods:

PIPE CLAMPS SUCH AS SIDE OUTLET SERVICE CLAMPS, PIPE REPAIR CLAMPS, &
CLAMP ACCESSORIES FOR SUCH AS GAS, WATER & OTHER FLUID DISTRIBUTION
SYSTEMS

Date: 04/14/99
Time: 11:40:52

Country List
by Owner then Country then Mark

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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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AUTOSAFE		04588	MUL	Registered	739253 10/16/62	10/16/02
Application No.:		72/131300	Renewal Base Date:		10/16/62	Last Update: 06/07/96
Filing Date:		11/03/61	Affidavit of Use:		10/16/67	Filed? no

Goods:
SAFETY VALVE.

CEM-RES		04589	MUL	Registered	377764 05/14/40	05/14/00
Application No.:		71/426341	Renewal Base Date:		05/14/40	Last Update: 06/07/96
Filing Date:		12/07/39	Affidavit of Use:		05/14/45	Filed? no

Goods:
COMBINATION TOOL FOR DRILLING, TAPPING, AND REAMING IN METAL AND OTHER MATERIAL WORKING.

CENTURION		04590	MUL	Registered	1026157 12/02/75	12/02/05
Application No.:		73/45481	Renewal Base Date:		12/02/75	Last Update: 06/07/96
Filing Date:		02/28/75	Affidavit of Use:		12/02/80	Filed? no

Goods:
FIRE HYDRANTS & REPLACEMENT PARTS THEREFOR.

CENTURION		04591	MUL	Registered	1909149 08/01/95	08/01/05
Application No.:		74/275264	Renewal Base Date:			Last Update: 04/14/99
Filing Date:		05/14/92	Affidavit of Use:		08/01/00	Filed? no

Goods:

Date: 04/14/99
Time: 11:40:58

Country List
by Owner then Country then Mark

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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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EZ-SETTER

		04592	MUL	Registered	1474781 02/02/88	02/02/08
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Application No.: 73/632579 Renewal Base Date: 02/02/88 Last Update: 06/07/96
Filing Date: 11/26/88 Affidavit of Use: 02/02/93 Filed? no

Goods:
METER BOXES FOR UNDERGROUND METER INSTALLATIONS

EZ-VAULT

		04593	MUL	Registered	1490849 06/07/88	06/07/08
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Application No.: 73/632580 Renewal Base Date: 06/07/88 Last Update: 06/14/96
Filing Date: 11/26/86 Affidavit of Use: 06/07/93 Filed? no

Goods:

FIRE HYDRANT (DESIGN)

		04594	MUL	Registered	1967642 04/16/96	04/16/06
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Application No.: 74/474699 Renewal Base Date: Last Update: 04/14/96
Filing Date: 12/30/93 Affidavit of Use: 04/16/01 Filed? no

Goods:

FULL SEAL

		04595	MUL	Registered	801650 01/11/66	01/11/06
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Application No.: 72/158761 Renewal Base Date: 01/11/66 Last Update: 06/07/96
Filing Date: 12/10/62 Affidavit of Use: 01/11/71 Filed? no

Goods:
PIPE CLAMPS

Date: 04/14/99
Time: 11:41:06

Country List
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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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GAS-PHUSE

		04596	MUL	Registered	809773 06/14/66	06/14/06
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Application No.: 72/182352 Renewal Base Date: 06/14/66 Last Update: 06/14/96
Filing Date: 12/04/63 Affidavit of Use: 06/14/71 Filed? no

Goods:

AUTOMATIC SHUT-OFF VALVE TO PREVENT EXCESS FLOW OF AIR, GAS, OR LIQUIDS TO THE ATMOSPHERE, OR EXCESS FLOW BETWEEN PRESSURE VESSELS, RECEIVERS, AND TANKS.

H.M.

		04597	MUL	Registered	30910 11/29/97	11/30/1897
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Application No.: 70/999999 Renewal Base Date: 11/29/97 Last Update: 06/14/96
Filing Date: 09/19/97 Affidavit of Use: 11/28/02 Filed? no

Goods:

FLUID-TRANSMISSION APPLIANCES, AS VALVES, COCKS, PRESSURE REGULATORS, AND TAPPING MACHINES.

HI-FLO

		04598	MUL	Registered	1009141 04/22/75	04/22/01
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Application No.: 73/14781 Renewal Base Date: 04/22/75 Last Update: 06/07/96
Filing Date: 03/01/74 Affidavit of Use: 04/22/80 Filed? no

Goods:

FIRE HYDRANTS & REPLACEMENT PARTS THEREFOR.

Date: 04/14/99
Time: 11:41:12

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Country: UNITED STATES

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HM AND DESIGN

		04599	MOL	Registered	229813 07/05/27	07/05/07
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Application No.: 71/244565 Renewal Base Date: 07/05/27 Last Update: 06/07/96
Filing Date: 02/18/27 Affidavit of Use: 07/05/32 Filed? no

Goods:
SOLDERING NIPPLES.

HM AND DESIGN

		04600	MOL	Registered	231322 08/16/27	08/16/07
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Application No.: 71/244566 Renewal Base Date: 08/16/27 Last Update: 06/07/96
Filing Date: 02/18/27 Affidavit of Use: 08/16/32 Filed? no

Goods:
VALVES AND COCKS.

HM AND DESIGN

		04601	MOL	Registered	1410375 09/23/86	09/23/06
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Application No.: 73/980151 Renewal Base Date: 09/23/86 Last Update: 06/07/96
Filing Date: 01/29/86 Affidavit of Use: 09/23/91 Filed? no

Goods:
FIRE HYDRANTS AND PARTS THEREFOR, NAMELY HYDRANT OPERATING NUTS,
HYDRANT BONNETS, HYDRANT PUMPER NOZZLES, HYDRANT PUMPER NOZZLE
CAPS, HYDRANT UPPER AND LOWER BARRELS, HYDRANT UPPER AND LOWER VALVE
STEMS, HYDRANT SAFETY STEM COUPLINGS, HYDRANT SAFETY FLANGES, HYDRANT
DRAIN VALVE PARTS, HYDRANT MAIN VALVE GASKETS, AND HYDRANT SHOES.

Date: 04/14/99
Time: 11:41:20

Country List
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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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INNERLOCK LUBOSEAL

04602	MUL	Registered	718816	07/25/01
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Application No.: 72/106123	Renewal Base Date: 07/25/61	Last Update: 06/07/96
Filing Date: 10/10/60	Affidavit of Use: 07/25/66	Filed? no

Goods:
GAS SERVICE STOP COCKS.

INSTA-TITE

04603	MUL	Registered	912293	09/08/01
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Application No.: 72/369589	Renewal Base Date: 06/08/71	Last Update: 06/07/96
Filing Date: 09/01/70	Affidavit of Use: 06/08/76	Filed? no

Goods:
PUSH IN COUPLINGS OR CONNECTION FOR USE IN FLUID DISTRIBUTION SYSTEMS.

LINESEAL II

04604	MUL	Abandoned	1083840	01/31/98
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Application No.: 73/131749	Renewal Base Date: 01/31/78	Last Update: 01/19/98
Filing Date: 06/24/77	Affidavit of Use: 01/28/83	Filed? no

Goods:
VALVES.

Date: 04/14/99
Time: 11:41:27

Country List
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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal	☐
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LINESEAL III		04605	MUL	Registered	1227287 02/15/83	02/15/0	
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Application No.:	73/276683	Renewal Base Date:	02/15/83	Last Update:	06/07/9
Filing Date:	09/04/80	Affidavit of Use:	02/15/88	Filed?	no

Goods:
VALVES.

LUBOSEAL AND DESIGN		04606	MUL	Registered	566653 11/11/52	11/11/01	
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Application No.:	71/619028	Renewal Base Date:	11/11/52	Last Update:	06/14/96
Filing Date:	09/20/51	Affidavit of Use:	11/11/57	Filed?	no

Goods:
GAS SERVICE STOP COCKS

MUELLER		04607	MUL	Registered	65052 09/03/07	09/03	
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Application No.:	71/28029	Renewal Base Date:	09/03/07	Last Update:	06/07/96
Filing Date:	06/10/07	Affidavit of Use:	09/03/12	Filed?	no

Goods:
REGULATING & BALANCE VALVES FOR STEAM AIR WATER & GAS DISTRIBUTION &
THE PARTS OF THE SAME.

Time: 04/14/99
Date: 11:41:35

Country List
by Owner then Country then Mark

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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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MUELLER		04608	MUL	Registered	66513 12/10/07	12/10/07
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Application No.: 71/28028 Renewal Base Date: 12/10/07 Last Update: 06/07/96
Filing Date: 06/10/07 Affidavit of Use: 12/10/12 Filed? no

Goods:
BRASS & IRON PIPE-FITTINGS.

MUELLER		04609	MUL	Registered	68337 03/31/08	03/31/08
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Application No.: 71/31637 Renewal Base Date: 03/31/08 Last Update: 06/07/96
Filing Date: 12/09/07 Affidavit of Use: 03/28/13 Filed? no

Goods:
TAPPING MACHINES FOR WATER AND GAS MAINS.

File: 04/14/99
Time: 11:41:41

Country List
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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal
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MUELLER

		04610	MUL	Registered	537204 02/06/51	02/06/0
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Application No.: 71/545153 Renewal Base Date: 02/06/51 Last Update: 06/14/9
Filing Date: 12/22/47 Affidavit of Use: 02/06/56 Filed? no

Goods:

PLUMBING EQUIPMENT & PARTS THEREOF-NAMELY, BRASS, IRON, & STEEL PLUGS, SOLDERING NIPPLES & UNIONS, UNION COUPLINGS, LEAD FLANGE CONNECTIONS, BRANCH CONNECTIONS, GOOSENECKS, SERVICE BOXES & INCREASES THEREFOR, SERVICE BOX SHUT-OFF RODS, SERVICE BOX REPAIR LIDS, SERVICE CLAMPS, WATER METER YOKES, METER BOX COVERS, T'S, PRESSURE REDUCING AND REGULATING VALVES AND PARTS THEREOF, PRESSURE & TEMPERATURE RELIEF VALVES & PARTS THEREOF BRASS & IRON GAS STOPS, GAS STOVE STOPS, GAS HOSE STOPS, GAS METER CONNECTIONS, GAS METER SWIVELS, GAS SERVICE T'S & PLUGS THEREFOR, GAS SAFETY NIPPLES & PLUGS THEREFOR, GAS PIN-OFF T'S, RUBBER PLUGS FOR T'S & NIPPLES, LAVATORY, BATH & SINK, LAWN, LAUNDRY & LABORATORY FAUCETS, COMBINED DRAINS & OVERFLOWS, TRAPS FOR BATH TUBS, LAVATORIES, SINKS & LAUNDRY TUBS, SHOWER STALLS & PARTS THEREOF, COMBINED TRAP SCREWS & FERRULES, BUILT-IN VALVES, SUPPLY PIPES FOR BATH, LAVATORY & SINK FAUCETS, DRAIN & VENT CONNECTIONS, TRAP COVERS, SLIP JOINT T'S, ELBOW T'S AND BENDS, TRAP SCREWS, REDUCING T'S COMBINED T'S & ELBOWS, SLIP JOINT UNION COUPLINGS, FLOOR FLANGES, FAUCET TAILPIECES, COCK HOLE COVERS, BATH, BASIN & SINK STOPPERS, HOSE COUPLINGS, & BUSHINGS, CHECK VALVES, BOILER COUPLINGS, LAVATORY STOPS, SEE FILE.....

Date: 04/14/99
Time: 11:41:49

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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal
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MUELLER		04611	MUL	Registered	85269 02/06/12	02/06/00
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Application No.: 71/38682 Renewal Base Date: 02/06/12 Last Update: 06/14/99
Filing Date: 11/16/08 Affidavit of Use: 02/06/17 Filed? no

Goods:

FOR HARDWARE & PLUMBING AND STEAM-FITTING SUPPLIES, & THE PARTICULAR DESCRIPTION OF THE GOODS COMPRISED IN SAID CLASS UPON WHICH SAID MARK IS USED, IS COMBINED (WASTE & OVERFLOWS & PARTS OF THE SAME, TRAPS, COMBINED TRAP SCREWS & FERRULES, BATH & BASIN COCKS, BATH & BASIN COCK SUPPLIES, WASTE & VENT CONNECTIONS, TRAP COVERS, SLIP JOINT T'S), BRASS & IRON PLUGS, (ELBOWS, T'S & BENDS, TRAP SCREWS,) SERVICE BOX COVERS, SERVICE BOX KEYS, SERVICE BOX INCREASERS, (REDUCING T'S COMBINED T'S & ELBOWS, SLIP JOINT UNION COUPLINGS, FLOOR FLANGES, CESSPOOLS COMBINED CESSPOOLS & TRAPS, SLIP JOINT FLOOR FLANGES, BATH COCK TAIL PIECES.) VALVES & PARTS, GOOSENECK, (DRIP CAPS, BATH & SINK PLUGS, CHAIN STAYS, COCK HOLE COVERS, CLOSET FLOOR FLANGES, BATH & BASIN STOPPERS,) HOSE COUPLINGS & BUSHINGS, (MULTIPLE COCKS, HOPPER COCKS,) CHECK VALVES, (QUICK OPENING VALVES) METER COUPLINGS, (BASIN CLAMPS, WATER BACK COUPLINGS, BOILER COUPLINGS, SOLDERING UNIONS, SOLDERING NIPPLES, LAVATORY TRAPS, LAVATORY STOPS, GLOBE VALVES, COMBINED SUPPLY & BATH CONNECTIONS, SLIP JOINT ELBOWS,) SERVICE T PLUGS, (ADJUSTABLE FLANGES,) INTERCHANGABLE COCK HANDLES, COMPRESSION VALVE FITTINGS (FULLER VALVE FITTINGS,) BRANCH CONNECTIONS, BRANCH COCKS, LEAD FLANGE UNION COUPLINGS, AND PLUGS..... SEE FILE ...

MUELLER		04612	MUL	Registered	381450 09/24/40	09/24/00
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Application No.: 71/430791 Renewal Base Date: 09/24/40 Last Update: 06/07/96
Filing Date: 04/15/40 Affidavit of Use: 09/24/45 Filed? no

Goods:

FAUCETS, PLUMBING VALVES, SHOWER BATH FITTINGS, BATH TUB FITTINGS, AND LAVATORY FITTINGS.

Date: 04/14/99
Time: 11:41:59

Country List
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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal
MUELLER		04613	MUL	Registered	534196 12/05/50	12/05/00
Application No.:		71/545154	Renewal Base Date:		12/05/50	Last Update: 06/14/96
Filing Date:		12/22/47	Affidavit of Use:		12/05/55	Filed? no

Goods:

TAPPING MACHINGS AND PARTS THEREFOR, DRILLING MACHINES AND PARTS THEREOF, SOLID AND SHELL DRILLS, COMBINED DRILLS AND TAPS, CALKING TOOLS, TAPPING SLEEVES, PIPE JOINTERS, COKE RAKE HEADS, CORPORATION STOP EXTRACTING TOOLS, HAMMERS, CHISELS, PIPE CUTTING TOOLS, CORPORATION STOP INSERTING TOOLS, LEAD FLANGING MACHINES, PIPE END REAMERS, AND FLOOR STANDS.

MUELLER 110		04614	MUL	Registered	863810 01/21/69	01/21/09
Application No.:		72/292493	Renewal Base Date:		01/21/69	Last Update: 06/07/96
Filing Date:		03/05/68	Affidavit of Use:		01/21/74	Filed? no

Goods:

COMPRESSION COUPLINGS AND CONNECTIONS FOR USE ON GAS, OIL, WATER, STEAM, AND OTHER FLUID CONDUCTING LINES.

MUELLER 112		04615	MUL	Registered	975318 12/25/73	12/25/03
Application No.:		72/412817	Renewal Base Date:		12/25/73	Last Update: 06/07/96
Filing Date:		01/17/72	Affidavit of Use:		12/25/78	Filed? no

Classes: 06

Goods:

COMPRESSION CONNECTION FOR FLUID DISTRIBUTION SYSTEMS

Date: 04/14/99

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Country: UNITED STATES

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MUELLER CO. SINCE 1857 QUALIT

04616	MUL	Registered	676868	04/14/09
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Application No.: 72/56340	Renewal Base Date: 04/14/59	Last Update: 06/07/96
Filing Date: 07/30/58	Affidavit of Use: 04/14/64	Filed? no

Goods:

GAS AND WATER STOPS AND VALVES, SERVICE T'S, SERVICE CLAMPS, METER COUPLINGS, AND REGULATING VALVES AND PARTS THEREOF

MUELLER DUROSEAL

04617	MUL	Registered	1318897	02/12/05
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Application No.: 73/465766	Renewal Base Date: 02/12/85	Last Update: 06/07/96
Filing Date: 02/15/84	Affidavit of Use: 02/12/90	Filed? no

Goods:

METAL MANUALLY-OPERATED SOFT SEATED GAS VALVES.

MUELLER HP

04618	MUL	Registered	1041577	06/22/96
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Application No.: 73/62753	Renewal Base Date: 06/22/76	Last Update: 06/07/96
Filing Date: 09/11/75	Affidavit of Use: 06/22/81	Filed? no

Goods:

CORROSIVE PROTECTING AND/OR ELECTRICAL INSULATING COATING FOR PIPE FITTINGS, RESILIENT SEATED GATE VALVES, BUTTERFLY VALVES, FIRE HYDRANTS, BACKFLOW PREVENTERS, CHECK VALVES, LINER STOPPER FITTINGS, TAPPING SLEEVES, STEEL TEES, REPAIR CLAMPS, LEAK CLAMPS, PIPE SADDLES, METER STOPS, AND THE LIKE.

Date: 04/14/99
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MUELLER HT

		04619	MUL	Registered	1610368 08/21/90	08/21/0
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Application No.: 73/641552 Renewal Base Date: 08/21/90 Last Update: 06/07/99
Filing Date: 01/28/87 Affidavit of Use: 08/21/95 Filed? no

Classes: 06
Goods:
BUTTERFLY VALVE ACTUATORS

MUELLER LUB-O-LOK

		04620	MUL	Registered	1692399 06/09/92	06/09/02
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Application No.: 74/84771 Renewal Base Date: 06/09/92 Last Update: 07/08/97
Filing Date: 08/03/90 Affidavit of Use: 06/09/97 Filed? no

Classes: 06
Goods:
MANUALLY OPERATED GAS SERVICE LINE VALVES

MUELLER PRO-GARD

		06009	MUL	Pending		
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Application No.: 75/440196 Renewal Base Date: Last Update: 04/14/99
Filing Date: 02/25/98 Affidavit of Use: Filed?

Goods:

MUELLER TAMP-R-LOK

		04621	MUL	Registered	1692398 06/09/92	06/09/02
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Application No.: 74/84768 Renewal Base Date: 06/09/92 Last Update: 07/08/97
Filing Date: 08/03/90 Affidavit of Use: 06/09/97 Filed? no

Classes: 06
Goods:
MANUALLY OPERATED GAS SERVICE LINE VALVES

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NEOPRESS		04622	MUL	Registered	668982 10/28/58	10/28/99
Application No.:		72/45717	Renewal Base Date:		10/28/58	Last Update: 06/07/99
Filing Date:		02/12/58	Affidavit of Use:		10/28/63	Filed? no

Goods:
GASKETS

NO-BLO		04623	MUL	Registered	605332 05/03/55	05/03/05
Application No.:		71/664458	Renewal Base Date:		05/03/55	Last Update: 06/07/96
Filing Date:		04/13/54	Affidavit of Use:		05/03/60	Filed? no

Goods:
VALVES, STOPS, T'S, CONNECTIONS, AND FITTINGS.

ORI-CORP		04624	MUL	Registered	1061519 03/22/77	03/22/97
Application No.:		73/96913	Renewal Base Date:		03/22/77	Last Update: 06/07/96
Filing Date:		08/17/76	Affidavit of Use:		03/22/82	Filed? no

Goods:
ROTARY PLUG VALVES AND THE LIKE.

Date: 04/14/99
Time: 11:42:26

Country List
by Owner then Country then Mark

Page:

Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal	<input type="checkbox"/>
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ORISEAL		04625	MUL	Registered	664942 07/29/58	07/29/99	<input type="checkbox"/>
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Application No.: 72/37362 Renewal Base Date: 07/29/58 Last Update: 06/07/99
Filing Date: 09/17/57 Affidavit of Use: 07/28/63 Filed? no

Goods:
ROTARY PLUG VALVES

PERFSAFE		04626	MUL	Registered	789887 05/25/65	05/25/05	<input type="checkbox"/>
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Application No.: 72/187129 Renewal Base Date: 05/25/65 Last Update: 06/07/96
Filing Date: 02/20/64 Affidavit of Use: 05/25/70 Filed? no

Goods:
SELF-TAPPING SERVICE T'S HAVING AUTOMATIC SHUT-OFF VALVES ASSOCIATED
THEREWITH TO PREVENT FLOW OF AIR, GAS, OR LIQUIDS.

PIPE-SAVER		04627	MUL	Registered	700377 07/05/60	07/05/96	<input type="checkbox"/>
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Application No.: 72/87172 Renewal Base Date: 07/05/60 Last Update: 06/07/96
Filing Date: 12/14/59 Affidavit of Use: 07/05/65 Filed? no

Goods:
PIPE REPAIR CLAMPS

Date: 04/14/99
Time: 11:42:34

Country List
by Owner then Country then Mark

Page:

Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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		06457	MUL	Registered	1037083 03/30/76	03/30/06
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Application No.: 72/378036 Renewal Base Date: Last Update: 04/14/99
Filing Date: 12/07/70 Affidavit of Use: 03/28/81 Filed? yes

Classes: 06,11
Goods:

GATE VALVES, GLOBE VALVES, CHECK VALVES, OIL TANK VALVES, WATER SOFTENER VALVES, PLUG VALVES (GAS STOPS), PRESSURE REGULATORS, FAUCETS, AND BALL COCKS.

		06458	MUL	Registered	1037084 03/30/76	03/30/06
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Application No.: 72/378037 Renewal Base Date: Last Update: 04/14/99
Filing Date: 12/07/70 Affidavit of Use: 03/28/81 Filed? yes

Classes: 06,11
Goods:

PLUG VALVES (GAS STOPS).

		04628	MUL	Registered	769382 05/12/64	05/12/04
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Application No.: 72/151864 Renewal Base Date: 05/12/64 Last Update: 06/07/96
Filing Date: 08/27/62 Affidavit of Use: 05/12/69 Filed? no

Goods:

PIPE PRODUCTS-NAMELY, PIPE CLAMPS, FOR USE AS SADDLE OR SERVICE CLAMPS, REPAIR CLAMPS FOR LEAKS, BREAKS, OR SPLITS, OR BRANCH OUTLETS ON ALL TYPES OF FLUID CONDUCTING PIPES SUCH AS THIN WALL PIPE, ASBESTOS-CEMENT PIPE, STEEL PIPE, AND THE LIKE.

Date: 04/14/99
Time: 11:42:49

Country List
by Owner then Country then Mark

Page:

Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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XTRA RANGE		05096	MUL	Registered	937392 07/11/72	07/11/02
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Application No.: 72/393670 Renewal Base Date: 07/11/72 Last Update: 01/22/97
Filing Date: 06/01/71 Affidavit of Use: 07/11/77 Filed? no

Classes: 06

Goods:

PIPE CLAMPS SUCH AS SIDE OUTLET SERVICE CLAMPS, PIPE REPAIR CLAMPS,
AND CLAMP ACCESSORIES FOR SUCH AS GAS, WATER AND OTHER FLUID
DISTRIBUTION SYSTEMS

Date: 04/14/99
Time: 11:42:41

Country List
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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal	☐
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SLIP-HINGE

		04629	MUL	Registered	1156987 06/09/81	06/09/0	
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Application No.: 73/255327 Renewal Base Date: 06/09/81 Last Update: 06/07/9
Filing Date: 03/24/80 Affidavit of Use: 06/09/86 Filed? no

Goods:

SERVICE CLAMPS SUCH AS SADDLE CLAMPS, SIDE OUTLET CLAMPS AND PIPE REPAIR CLAMPS FOR GAS, WATER, OIL, STEAM AND OTHER FLUID DISTRIBUTION SYSTEMS.

THERMAL-COIL

		04630	MUL	Registered	1458068 09/22/87	09/22/07	
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Application No.: 73/632578 Renewal Base Date: 09/22/87 Last Update: 06/14/96
Filing Date: 11/26/86 Affidavit of Use: 09/22/92 Filed? no

Goods:

METER BOX HOUSING FOR FLUID METERS SUCH AS WATER AND GAS HAVING EXTENDABLE METER BOX CONNECTORS.

WEDGESEAL

		06456	MUL	Registered	670487 12/02/58	12/02,	
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Application No.: Renewal Base Date: Last Update: 04/14/99
Filing Date: 03/10/95 Affidavit of Use: 12/02/63 Filed? yes

Classes: 06

Goods:

INSULATED PIPE UNIONS AND REGID METER BARS WITH INSULATED PIPE UNIONS.

International

Date: 04/13/99
Time: 15:05:09

Country List
by Owner then Country then Mark

Page:

Country: ARGENTINA

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal
MUELLER		05323	MUL	Registered	1214098	

Application No.:
Filing Date:

Renewal Base Date:
Affidavit of Use:

Last Update: 10/09/99
Filed?

Goods:
PIPE REPAIR CLAMPS

Country: ARGENTINA

MUELLER

Status: Registered

Renewal Due: 07/07/09

Reg. Date: 07/07/1999
Reg. No.: 1,743,620
Ref. No.: 58145-015-4599

Goods:

All goods excepting: Gas regulators, ultraviolet ray lamps
(not for medical purposes), sterilizing apparatus in Class 11.

MUELLER, MADISON
 & COMPANY
 1000 10th St
 St. Louis, Mo. 63101

US & Foreign Trademark Cases by Client
 Sorted by Owner, Country, and Mark
 Client: MUELLER CO (FOREIGNS)

Report Date: 04/13/1999
 Report Time: 17:01
 Page: 1

Owner/Class(es)/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 4 Goods: APPARATUS FOR PRINTING AND BOOK BINDING; KITCHEN MACHINES FOR MIXING, MASHING, CRUSHING, EXTRACTING JUICE, GRINDING, BEATING AND BLENDING; LIFTS, ELEVATORS, CRANES, JACKS, TRANSMISSION BELTS, ELECTRIC ENGINES, DRUMS, ELECTRIC ALTERNATORS AND GENERATORS, SPARK PLUGS FOR ENGINES, MACHINES FOR SEPARATING OR DISTRIBUTING; INJECTOR-TURBOCHARGERS, PESTICIDES, FERTILIZERS AND DRINKS FOR TANNING PLANTS, AND SEEDS, BELTS FOR CONVEYING, MACHINES FOR OPENING CANS, ELECTRIC SYSTEMS, SHAVING MACHINES AND CRIMINATORS THEREFOR, MECHANICALLY OPERATED HAND TOOLS, ESCALATORS, TURBOCHARGER BELTS, BRAKE SHOES, SEGMENTS AND GAINS FOR VEHICLES OTHER THAN LAND VEHICLES, CENTRIFUGAL PUMPS, MIXING, MECHANICAL, MACHINES FOR WHIRLING AND MASHING; THE HAIR AND APPARATUS WHICH FORM PART OF SAID MACHINES, WEAVING AND CUTTING APPARATUS	ARGENTINA MUELLER (Mark) No. 112201	01/23/1951 195001	08/03/1951 1570009	10/12/2005		REGISTERED
Owner: MUELLER CO Classes: 5 Goods: CLASS 7: MACHINES FOR MASHING, WHISKING, CLEANING, MAKING AND POUNDING; MACHINES FOR TROWING; CLOTHES, MACHINES AND APPARATUS FOR PRINTING AND BOOK BINDING; KITCHEN MACHINES FOR MIXING, MASHING, CRUSHING, EXTRACTING JUICE, GRINDING, BEATING AND BLENDING; LIFTS, ELEVATORS, CRANES, JACKS, TRANSMISSION BELTS, ELECTRIC ENGINES, DRUMS, ELECTRIC ALTERNATORS AND GENERATORS, SPARK PLUGS FOR ENGINES, MACHINES FOR SEPARATING OR DISTRIBUTING; INJECTOR-TURBOCHARGERS, PESTICIDES, FERTILIZERS AND DRINKS FOR TANNING PLANTS, AND SEEDS, BELTS FOR CONVEYING, MACHINES FOR OPENING CANS, ELECTRIC SYSTEMS, SHAVING MACHINES AND CRIMINATORS THEREFOR, MECHANICALLY OPERATED HAND TOOLS, ESCALATORS, TURBOCHARGER BELTS, BRAKE SHOES, SEGMENTS AND GAINS FOR VEHICLES OTHER THAN LAND VEHICLES, CENTRIFUGAL PUMPS, MIXING, MECHANICAL, MACHINES FOR WHIRLING AND MASHING; THE HAIR AND APPARATUS WHICH FORM PART OF SAID MACHINES, WEAVING AND CUTTING APPARATUS	ARGENTINA MUELLER (Mark) No. 112201	01/23/1951 195004	06/03/1976 1,214,098	08/22/2007		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: PIPES & FITTINGS IN THIS CLASS INCLUDING PIPES IN CONNECTIONS OR CONNECTIONS FOR USE IN FLOOD DISTRIBUTION SYSTEMS	AUSTRALIA INSTA TITE (Mark) No. 112201	11/11/1971 251512	11/11/1971 0251512	11/11/2006		REGISTERED

TRADEMARK

INDUSTRY, MADISON
 & SUTTER
 INTERNATIONAL

US & Foreign Trademark Cases by Client
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 Client: MUELLER, CO (FOREIGNS)

Report Date: 04/13/1999
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Owner/Classes/Goode	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 17 Goode: INSTALLING MATERIAL; IN GENERAL, WATER AND GAS DISTRIBUTING APPARATUS; FIRE EXTINGUISHERS; PIPES, TUBES & CONNECTIONS OF ALL KINDS	USA MUELLER (Patent No. 112291)	10/21/1914 11106	08/21/1915 2656017	08/21/2000		REGISTERED
Owner: MUELLER CO Classes: 19 Goode: PIPES, TUBES AND CONNECTIONS OF ALL KINDS INCLUDING: TUBES FOR HYDRAULIC GAS	USA MUELLER (Patent No. 112177)	03/01/1901 1186666	08/21/1970 5029201	08/21/2000		REGISTERED
Owner: MUELLER CO Classes: 6 Goode: CONNECTIONS; LEAD FLANGE CONNECTIONS; BRANCH CONNECTIONS; CONNECTIONS; SERVICE FOR SHUT OFF AIDS; SERVICE FOR REPAIR LINES; WATER METER VICES; METER BOX COVERS; TIES; VALVES; SERVICE TAPS & TEES; ANGLE VALVES; STOP & MAIN VALVES; THREE WAY VALVES; LABORATORY VALVES & FITTINGS; COMBINATION STOPS; ALUMINUM NIPPLES; LINE STOPS; COPPER PIPE & FITTINGS THEREOF; SPLIT REPAIR SLEEVES; INDICATED PLUG STOPS; GATE VALVES & PARTS THEREOF; SLUICE GATES; SHEAR GATES; MANTLE STAMPS; VALVE BOXES & PIPE LINE STOPPERS STAMPS; VALVE BOXES & PIPE LINE STOPPERS	COLONIA MUELLER (Patent No. 112292)	04/01/1957 1186666	06/21/1957 19014	06/20/2002		REGISTERED
Owner: MUELLER CO Classes: 7 Goode: TAPPING MACHINES & PARTS THEREOF; DRILLING MACHINES & PARTS THEREOF; SHIELD & SHELL DRILLS; COMBINED DRILLS & TAPS; TAP PING SLEEVES; CORROSION STOP EXTRACTING; TAPS; TAP STAMPS	COLONIA MUELLER (Patent No. 112291)	04/01/1957 55420	06/21/1957 19011	06/20/2002		REGISTERED

MILLER, MILLER & SIBCO
 1001 1st St
 St. Louis, MO 63101

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 Client: MILLER CO (FOREIGNS)

Report Date: 04/13/1999
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Owner/Class(es)/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MILLER CO Classes: 6 Goods: REGULATING AND DISTRIBUTING VALVES	FRANCE MILLER (Patent No. 1112961)	07/02/1977 49014	07/02/1977 1201061	04/08/2002		REGISTERED
Owner: MILLER CO Classes: 6, 7, 11 Goods:	FRANCE (Patent No. 1113111)	12/11/1968 71726	12/11/1968 1496860	04/11/1998		REGISTERED
Owner: MILLER CO Classes: 6, 7, 11 Goods: VALVES, STOPS, TAPS, CONNECTIONS AND FITTINGS	FRANCE (Patent No. 1113191)	12/11/1968 71725	12/11/1968 1496861	04/11/1998		REGISTERED
Owner: MILLER CO Classes: 6 Goods: FITTINGS IN CONNECTIONS OR CONNECTIONS; ALL KINDS; METAL OR PLASTIC; FITTINGS OF METAL OR METAL & WOOD IN CLASS 6; & FITTING SYSTEMS FOR DISTRIBUTION SYSTEMS	CAN INSTA TITE (Patent No. 1112841)	10/14/1971 981828	10/14/1971 8981828	10/14/2006		REGISTERED
Owner: MILLER CO Classes: 6 Goods: PIPE CONNECTIONS, TEES, STOPS, SAMPLES, METAL VALVES, LINE STOPPER FITTINGS, METAL CLAMPS FOR REPAIRING PIPE LEAKS, & STOPPER CHAMBERS, & PARTS OF & ACCESSORIES FOR ALL THE AFORESAID GOODS INCLUDED IN CLASS 6	CAN MILLER (Patent No. 1112977)	05/10/1979 1115041	05/10/1979 81115041	05/10/2006		REGISTERED
Owner: MILLER CO Classes: 7 Goods: UNDERPRESSURE DRILLING MACHINES; UNDERPRESSURE STOPPING MACHINES; UNDERPRESSURE DRILLING & TAPPING MACHINES; DRILL, IN; NIPPLES; & PARTS OF & ACCESSORIES FOR ALL THE AFORESAID GOODS INCLUDED IN CLASS 7	CAN MILLER (Patent No. 1112981)	05/10/1979 1115044	05/10/1979 81115044	05/10/2006		REGISTERED

MUELLER, MULLERSON
& SIBBERG
Incorporated

US & Foreign Trademark Cases by Client
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Client: MUELLER CO (FOREIGNS)

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Owner/Classes/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 7 Goods: MACHINES & POWER OPERATED HAND HEED TOOLS, ALL FOR TAPPING; SCREW TIREMAKS &/OR FOR DRILLING; & TAPS & DRILLS FOR USE WITH SUCH MACHINES & TOOLS	US NO 1121 (Mark: No. 111121)	01/15/1967 906805	01/15/1967 906805	01/05/2002		REGISTERED
Owner: MUELLER CO Classes: 8 Goods: HAND TOOLS FOR TAPPING; SCREW TIREMAKS &/OR FOR DRILLING; & TAPS & DRILLS FOR USE WITH SUCH TOOLS; ACCESSORIES & PIECES; ALL BEING: HAND TOOLS	GB NO 1121 (Mark: No. 111121)	01/15/1967 906806	01/15/1967 906806	01/15/2002		REGISTERED
Owner: MUELLER CO Classes: 7 Goods: KITVAYE TUB: VALVES	GERMANY MARK 11 (MISEAL, (Mark: No. 112201)	09/20/1965 M25101/21WZ	09/20/1965 810291	09/20/2005		REGISTERED
Owner: MUELLER CO Classes: 9 Goods: TAPPING VALVES; REGULATOR; PRESSURE &/OR TEMPERATURE RELIEF VALVES; FITTINGS FOR LIQUID & GAS (CONNECTS, & HAND & POWER TOOLS FOR INSTALLING) & MAINTAINING; SAMS, & PARTS OF ALL ABOVE MENTIONED TOOLS	GERMANY MUELLER (Mark: No. 111299)	04/21/1958 M1510/21WZ	05/12/1960 716625	04/21/1998		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: VALVES, STOPS, T'S, CONNECTIONS, & FITTINGS	GERMANY NO 1121 (Mark: No. 111110)	11/26/1968 M10444/6WZ	10/20/1970 074144	11/26/1998		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: VALVES, STOPS, T'S, CONNECTIONS & FITTINGS	GERMANY NO 1121 & DESIGN (Mark: No. 111201)	11/26/1968 M10444/6WZ	10/20/1970 074145	11/26/1998		REGISTERED

MUELLER, MULLERSON
 & SIBCO
 Intellectual Property

US & Foreign Trademark Cases by Client
 Sorted by Owner, Country, and Mark
 Client: MUELLER, CO (FOREIGNS)

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Owner/Classes/Code	Country / Mark	Application	Registration	Reexam	Next Action	Status
Owner: MUELLER CO Classes: 6, 7, 9, 11 Goods: THERMO VALVES; REGULATING; PRESSURE &/OR TEMPERATURE RELIEF VALVES; & PARTS THEREOF & ATTACHMENTS THEREFOR; FITTINGS FURNISHED & GAS COMMITTS.; & HAND & POWER TOOLS FOR INSTALLING; MAINTAINING; CARE & PARTS THEREOF	ITALY MUELLER (Patent No. 111101)	07/02/1950 46/123	05/20/1987 156469	07/02/2008		REGISTERED
Owner: MUELLER CO Classes: 7 Goods: ATTACHING; AND FITTING; APPARATUS FOR GAS, WATER STEAM AND DRAINAGE PIPES; TAPPING; DEVICES FOR GAS AND WATER MAIN PIPES AND PARTS THEREOF; AS WELL AS ALL OTHER GOODS IN CLASS 7	JAPAN MUELLER (Patent No. 111102)	01/01/1903 17490	12/11/1912 56491	06/11/2002		REGISTERED
Owner: MUELLER CO Classes: 6, 7, 9, 14, 16 Goods: CLAS 6: STEEL IN FALS AND THEIR ALLYS RAILWAY MATERIAL OF METAL, ONES OF METAL CLASS 7: PARTIES OF THE USE IN PRINTING; AND MILLING; RIGS CLASS 9: PRINTING PRESSURES CLASS 14: PRINTING PRESSURES OF ALL KINDS CLASS 16: TYPGRAPHIC CHARACTERS	MEXICO MUELLER (Patent No. 111101)	11/10/1954 05627	08/20/1956 86059	11/10/2004		REGISTERED
Owner: MUELLER CO Classes: 11 Goods: ARTICLES OF HARDWARE	MEXICO MUELLER (Patent No. 111104)	10/14/1912 UNKNOWN	10/14/1912 12680	10/16/2002		REGISTERED
Owner: MUELLER CO Classes: 11 Goods: FAIRETS & VALVES	MEXICO MUELLER (Patent No. 111105)	12/22/1908 UNKNOWN	12/22/1908 8017	12/22/2001		REGISTERED

PHILLIPPI, MADISON
 & SIBRO
 Int'l Corp. Inc.

US & Foreign Trademark Cases by Client
 Sorted by Owner, Country, and Mark
 Client: MUELLER CO (FOREIGNS)

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Owner/Classes/Code	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 6 Goods: CLASS 6: METALLIC PIPES & TUBES; PIPE CONNECTIONS; JOINTS, JUNCTIONS, & WASH IN CONDUITS; ALL MADE PRESENTLY OF METAL	NZ INTRA TITE (Mark No. 1112051)	10/20/1971 98668	10/20/1971 898668	10/20/2006		REGISTERED
Owner: MUELLER CO Classes: 19, 21 Goods:	PHILIPPINE MUELLER (Mark No. 1111061)	06/06/1968 SR 1160	11/07/1968 SR 1029	11/07/2008		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: VALVES, STUBS, T'S, CONNECTIONS AND FITTINGS	SPAIN NO B/D (Mark No. 1111161)	12/10/1968 576041	05/21/1973 576041	12/10/1998		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: VALVES, STUBS, T'S, CONNECTIONS & FITTINGS	SPAIN NO B/D & DESIGN (Mark No. 1111211)	12/10/1968 576042	05/21/1971 576042	12/10/1998		REGISTERED

MUELLER, MADISON
 & SHERRO
 Intellectual

US & Foreign Trademark Cases by Client
 Solved by Owner, Country, and Mark
 Client: MUELLER CO (FOREIGNS)

Report Date: 04/13/1999
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Owner/Classes/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
<p>Owner: MUELLER CO Classes: 11 Goods: (MACHINERY) EQUIPMENT & PARTS THEREOF, NAMELY, BRASS, IRON, & STEEL PUMPS, SOLIDWORKS; NIPPLES & UNIONS, UNION EQUIPMENTS, LEAD FLANGE CONNECTIONS, BRASS CONNECTIONS, GANSEMEKERS, SERVICE HOSES & BRASSERS THEREOF, SERVICE HOSE SHUT OFF RINGS, SERVICE HOSE REPAIR LINES, SERVICE CLAMPS, WATER WATER TONES, MEAN AIR TONES, T-S, PRESSURE REGULATING & REGULATING VALVES & PARTS THEREOF, PRESSURE & TEMPERATURE RELIEF VALVES, PARTS THEREOF, BRASS & IRON GAS STOPS, GAS METER CONNECT LINGS, GAS METER SWIVELS, GAS SERVICE T-S & PLAINS THEREOF, GAS SAFETY NIPPLES & PLAINS THEREOF, GAS PUM (OFF T-S, ROHREKOPFEN FOR T-S & NIPPLES, PARTS, CHECK VALVES, SERVICE T-S & PLAINS, SAFETY NIPPLES & PLAINS, ANGLE VALVES, STOP & MAIN VALVES, STRAINERS, THREE WAY VALVES, LAMINATING VALVES, & FITTINGS, MILLER IRON VALVES; SEE FILE FOR LIST OF GOODS</p> <p>Owner: MUELLER CO Classes: 21 Goods: TAPPING MACHINES & PARTS THEREOF, (MILLING) MACHINES & PARTS THEREOF, SOLID & SHELL DRILLS (MILLED) DRILLS & TAPS, CARB IDE TONS, TAPPING SAWES, PIPE JOINTERS, COMPANATION STOP EXTRACTING TONS, HAMMERS, CHISELS, PIPE CUTTING TONS, COMPANATION STOP INSERTING TONS & PLOW STANUS</p>	<p>VENEZUELA MUELLER (Matter No. 111071)</p>	<p>04/10/1957 5129</p>	<p>06/19/1958 14128 F</p>	<p>06/19/2001</p>		<p>REGISTERED</p>
	<p>VENEZUELA MUELLER (Matter No. 111081)</p>	<p>04/10/1957 5128</p>	<p>06/19/1958 14126 F</p>	<p>06/19/2001</p>		<p>REGISTERED</p>

End of the report

SCHEDULE 2

TRADEMARK
REEL: 002491 FRAME: 0737

United States Patents of Mueller Co.

Number	Issue Date	Title
US 5470046	11/28/95	Gate valve structure
US 5447340	09/05/95	Electrically insulated piped coupling employing a radial insulating barrier
US D359103	06/06/95	Valve
US D359102	06/06/95	Valve
US 5373889	12/20/94	Method of making a three-way fire hydrant
US 5311900	05/17/94	Leak resistant plug valve
US 5287880	02/22/94	Three-way fire hydrant
US 5082246	01/21/92	Gas ball valve
US 5020934	04/04/91	Corrosion resistance for fire hydrant stem - safety coupling
US 4953588	09/04/90	Dual check valve
US 4883085	11/28/89	Method of installing a stopper in a fitting and apparatus therefor
US 4842246	06/27/89	Valve seat configuration
US 4813281	03/21/89	Underground meter box
US 4717178	01/05/88	Frangible coupling for barrel sections of a fire hydrant
US 4614113	09/30/86	Water meter service installation
US 4566481	01/28/86	Tamperproof fire hydrants
US 4407482	10/04/83	Coupling joint for telescoping tubular members
US 4258941	03/31/81	Service clamp for plastic pipe or the like

Foreign Patents and Applications

Canada Serial No. 2016277 Pending
Canada Patent No. 1277201 12/4/90
Canada Serial No. 21-19855 Pending
Canada Patent No. 674549 12/20/93

Country	Registrant	Patent No.	Status
United States	Mueller Co.	4964613	Expired 10/24/94
United States	Mueller Co.	4964614	Expired 10/24/94
United States	Mueller Co.	5220942	Current
United States	Mueller Co.	4690019	Expired 09/02/95
United States	Mueller Co.	4848730	Expired 07/19/89
United States	Mueller Co.	5232009	Expired but Revivable 08/04/01
United States	Mueller Co.	5435179	Expired 07/26/99

MUELLER PATENTS

REFERENCE	DESCRIPTION	INVENTORS
* 60/139,494	Setter for Water Meter	Adel Abuellel Paul Gifford
* Farica & Manelli, P.L.C. Docket #73-577	Encoding Register for Water Meter	Stewart Oliver Michael Middleton

AT&CO INTERNATIONAL LTD. COMPANY

MUELLER CO (USA & CANADA)

Baseno : 902 Atty1 : WMT Atty2 : Client : 1107

Inventor 1 : SANDS, ROBERT B
Title : SLIP-HINGE SERVICES CLAMP FOR PLASTIC PIPE OR THE
LIKE

Country	Seq	Appno	Appld	Patno	Issd	Trad	Wrld	Status	Expd	Matno
CANADA	1	348673	03/28/1980	1125010	06/15/1982			ISSUED	06/15/1999	103712

MODEL (2002) 1
04/11/1994

Foreign Patent Cases by Client - Live

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MUEHLER CO (USA & CANADA)

Baseno : 903 Atty1 : WNT Atty2 :

Citef : 1111

Inventor 1 : MAUPF, WILLIAM L
Title : SINGLE AND MULTIPLE SECTION PIPE REPAIR CLAMPS

Country	Seq	Appno	Appld	Patno	Issdt	Exdt	Statue	Wtrkdt	Exptd	Matno
CANADA	1	382462	07/24/1981	1161770	02/07/1984		ISSUED		02/07/2001	106272

report case 12 r
04/11/1999

Foreign Patent Cases by Client

Page 5

MUSLIER CO (USA & CANADA)

Baseno : 908 Atty1 : MNT Atty2 :

Clref : 1112

Inventor 1 : DAGHE, JOSEPH L
Title : A COUPLING JOINT FOR TELESCOPING TUBULAR MEMBERS

Country	Seq	Appno	Applt	Patno	Issdt	Taxdt	Wrkdt	Status	Expt	Patno
CANADA	1	374801	04/07/1981	1154477	09/27/1983			ISSUED	09/27/2000	106095

MURLER CO (USA & CANADA)

Baseno : 906 Atty1 : NMT Atty2 :

Ciref : 1130

Inventor 1 : HAUPPE, WILLIAM L
Title : PIPE CLAMP WITH IMPROVED JOGS FOR RETAINING END
PORTIONS OF THE SPLIT BAND MEANS

Country	Seq	Appno	Appld	Patno	Issdt	Taxdt	Wktdt	Status	Expd	Matno
CANADA	1	461193	04/19/1982	1173075	08/21/1984			ISSUED	08/21/2001	206762

REPORT - Cabell
01/3/1999

Foreign Patent Cases by Client
MOBILAR CO (USA & CANADA)

Baseno : 907 Acty1 : WMT Acty2 : Cref : 1131

Inventor 1 : DAGHS, JOSEPH L
Title : SINGLE AND MULTIPLE SECTION PIPE REPAIR OR
SERVICE CLAMPS

Country	Seq	Appno	Applc	Patno	Issd	Stat	Wtdc	Stat	Expd	Matno
CANADA	1	402730	07/09/1982	1177417	11/06/1984	ISSUED			11/06/2001	106763

NRBLER CD (USA & CANADA)

Ruseno : 908 Acty1 : MWT Acty2 :

Closed : 1112

Inventor 1 : DACME, JOSEPH L
Title : BACKFLOW PREVENTER APPARATUS

Country	Seq	Appno	Applc	Patno	Issdc	Taxdc	Wtrdc	Status	Expdc	Natno
CANADA	1	424800	03/29/1983	1215287	12/16/1986			ISSUED	12/16/2003	107249

MULLER CO (USA & CANADA)

Buero : 909 Atty1 : WNT Atty2 :

Citat : 1133

Inventor 1 : DACHE, JOSEPH L
TITLE : BELIEF VALVE ASSEMBLY FOR USE WITH BACKFLOW
PREVENTERS

Country	Seq	Appno	Appdt	Patno	Issdt	Term	Stat	Expt	Matno
CANADA	1	424799	03/29/1983	1206035	07/02/1986		ISSUED	07/02/2003	107250

TRADEMARK

request CANCELLED
09/13/1999

Foreign Patent Cases by Client - Live

MURLBER CO (USA & CANADA)

Baseno : 910 Atty1 : WRT Atty2 :

Clref : 1134

Inventor 1 : SANDS, ROBERT E
Title : CHECK VALVE ASSEMBLY FOR US IN BACKFLOW
PREVENTERS ON THE LIPS.

Country	Seq	Appno	Appl	Patno	Issd	Txnd	Wknd	Status	Expd	Matno
CANADA	1	420780	03/29/1983	1191022	08/06/1985			ISSUED	08/06/2002	107251

Report : CANE12.R
04/11/1999

Foreign Patent Cases by Client -
MUELLER CO (USA & CANADA)

BaseNo : 911 Acty1 : NMT Acty2 :

Clref : 1149

Inventor 1 : DODGE, JOSEPH L.
Title : WATER METER SERVICE INSTALLATION

Country	Seq	Appno	Appdc	Patno	Issdc	Tradc	Wtkdc	Status	Expdc	Natno
CANADA	1	486200	07/02/1905	1237961	06/14/1988			ISSUED	06/14/2005	108869

MUZLER CO (USA & CANADA)

Baseno : 1420 Aty1 : MHT Aty2 :

Clref : 1151

Inventor 1 : LEOPOLD, MILAUR R
Title : TAMPERPROOF FIRE HYDRANTS

Country	Seq	Appno	Appdt	Patno	Issdt	Term	Stat	Expd	Matno
CANADA	1	492521	10/08/1985	1228781	11/03/1987		ISSUED	11/03/2004	105068

TRADEMARK

MULLER CO (USA & CANADA)

Baseno : 1421 Atty1 : MWT Atty2 :

Ciref : 1152

Inventor 1 : DAGNE, JOSEPH L

Title : OPERATING METHOD FOR TEMPERATURE HYDRAULS

Country	Seq	Appno	Appdc	Patno	Issdc	Tradk	Wrkdc	Status	Expcd	Matno
CANADA	1	492520	10/08/1905	1230030	12/08/1917			ISSUED	12/08/2004	189061

TRADEMARK

MUELLER CO (USA & CANADA)

Baseno : 1514 Acty1 : WMT Acty2 :

Clref : 1157

Inventor 1 : KUNT, MITCHELL

Title : METER INSTALLATION FOR UNDERGROUND PIPELINES

Country	Seq	Appno	Appdt	Patno	Issdt	Taxdt	Wrkdt	Statue	Expd	Matn
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TRADEMARK

August 21, 2001

Mueller Co.
Intellectual Property Purchase
Estimated Purchase Price
(000's)

(1) EBITDA Estimate for 12 months ending September 30, 2001 \$102,786

Purchase price @ 40% of above per agreement \$ 41,114

(1) On sales of Mueller branded products only. Nine months actual through June plus three months forecast through September 2001. Detail is attached.

Year To Date Sep 2001 AdjFest	Eliminate Modern Part In Total	Eliminate Hersey In Total	Eliminate Prest In Total	Eliminate Jones In Total	Eliminate Services In Total	Eliminate Adj UCo Sales	Add Back Meal-Fruit BF's	Eliminate Chatt Excl'd PC	Eliminate Decatur Excl'd PC	Eliminate Canada Excl'd PC	Adjusted FYE 2001 Forecast
Trade Sales	483,294	(1,394)	(21,504)	(90,119)	(18,943)	-	13,580	(1,738)	(5,819)	(8,865)	350,892
Service Sales	928	-	-	-	(928)	-	-	-	-	-	-
Amvil Intercompany Sales	12,505	-	(238)	(11)	(12,258)	-	-	-	-	-	-
Muehler Intercompany Sales	27,248	(2,223)	-	(1,031)	(904)	(23,090)	-	-	-	-	350,892
Gross Sales	533,975	(3,617)	(21,740)	(91,161)	(928)	(35,348)	13,580	(1,738)	(5,819)	(8,865)	350,892
R & A, Cash Disc, Rebates	(16,308)	37	675	1,385	-	150	(407)	52	175	348	(12,728)
Total Net Sales	517,667	(3,580)	(21,065)	(89,776)	(928)	(35,198)	13,173	(1,686)	(5,644)	(8,316)	345,983
Standard Cost of Sales	345,276	(3,038)	(18,221)	(83,978)	-	(35,186)	10,065	(972)	(4,378)	(6,138)	211,371
Standard Margin	172,391	(542)	(4,844)	(26,798)	(928)	-	3,108	(714)	(1,265)	(2,180)	134,592
Std Margin as a % of Net Sales	33.30%	15.14%	23.00%	28.74%	100.00%	0.00%	23.69%	42.35%	22.41%	26.21%	38.90%
Mfg Variances & Other COS	(22,104)	-	985	(22)	-	-	3	118	284	87	(20,582)
Gross Margin	149,227	(542)	(3,858)	(26,820)	(928)	-	3,111	(598)	(981)	(2,063)	114,910
Gross Margin as a % of Net Sales	28.83%	15.14%	19.32%	28.76%	100.00%	0.00%	23.67%	35.47%	17.98%	25.05%	32.99%
R&D	(2,790)	-	305	282	4	-	(42)	14	12	30	(2,185)
G&A	(14,445)	-	485	3,228	958	648	(81)	38	155	210	(9,206)
Amortization	(75)	-	-	75	-	-	(11)	-	-	-	(11)
Selling	(24,524)	-	2,051	8,574	1,083	-	(1,277)	48	234	285	(13,546)
Total Expenses	(41,834)	-	2,841	12,157	648	-	(1,811)	100	401	525	(24,950)
Operating Income / EBIT	107,393	(542)	(1,018)	(13,663)	(282)	-	1,300	(498)	(580)	(1,558)	89,060
As a % of Net Sales	20.73%	15.14%	4.85%	15.22%	31.36%	0.00%	9.87%	29.64%	10.28%	18.75%	25.74%
Amortization	75	-	-	(75)	(6)	-	11	-	-	-	11
Depreciation	16,864	(218)	(442)	(1,955)	(446)	(6)	291	(65)	(202)	(104)	13,714
EBITDA	124,332	(760)	(1,460)	(15,694)	(290)	-	1,603	(563)	(782)	(1,662)	102,786

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Mueller Co.
 E.B.T.D.A. Estimate
 Fiscal Year Ending September 30
 amounts shown in 000's

	Fiscal Year To Date (Enc actual + 3 mo fcs)										Total
	Albertville	Chatt	Decatur	Canada	Hershey	Pratt	Jones	Service	HQ		
Trade Sales	116,694	131,150	76,152	36,532	21,504	90,119	18,943	-	-	493,204	
Service Sales	-	-	-	-	-	-	-	928	-	928	
Am'l Intercompany Sales	3,061	3,300	1,299	4,578	236	11	904	-	-	12,505	
Mueller Intercompany Sales	2,784	7,915	12,087	2,527	-	1,031	904	-	-	27,240	
Gross Sales	124,799	142,365	89,538	43,637	21,740	91,161	19,847	928	-	533,075	
R & A, Cash Disc, Rebates	(4,453)	(3,828)	(3,396)	(1,408)	(675)	(1,365)	(1,163)	-	-	(16,308)	
Total Net Sales	120,306	138,537	86,142	42,229	21,065	89,776	18,684	928	-	517,667	
Standard Cost of Sales	72,115	80,242	67,052	31,620	18,221	63,978	14,048	-	-	345,270	
Standard Margin	48,191	58,295	19,090	10,609	4,844	25,798	4,636	928	-	172,391	
Std Margin as % of Net Sales	40.06%	42.08%	22.16%	25.12%	23.00%	28.74%	24.81%	100.00%	100.00%	33.36%	
Mfg Variances & Other COS	(6,730)	(9,487)	(4,367)	(488)	(885)	22	(1,119)	-	-	(23,164)	
Gross Margin	41,461	48,708	14,723	10,121	3,959	25,820	3,517	928	-	149,227	
Gross Margin as % of Net Sales	34.46%	35.22%	17.09%	23.97%	18.32%	28.76%	18.82%	100.00%	100.00%	28.63%	
R&D	(690)	(1,171)	(187)	(151)	(305)	(282)	(4)	-	-	(2,790)	
G&A	(2,991)	(3,098)	(2,387)	(1,058)	(485)	(3,226)	(958)	(646)	402	(14,445)	
Amortization	-	(3,922)	(3,593)	(1,436)	(2,051)	(8,574)	(1,063)	-	-	(24,524)	
Selling	(3,995)	(6,191)	(6,192)	(2,843)	(2,841)	(12,157)	(2,025)	(646)	402	(41,834)	
Total Expenses	(7,596)	(19,191)	(19,192)	(7,843)	(7,841)	(28,411)	(6,113)	(646)	402	(61,834)	
Operating Income / EBIT	33,865	40,607	8,556	7,478	1,016	13,663	1,482	282	402	107,393	
As % of Net Sales	28.17%	29.31%	9.83%	17.71%	4.83%	15.22%	7.96%	30.38%	100.00%	20.75%	
Amortization	-	5,301	3,115	522	442	1,956	446	-	675	16,864	
Depreciation	-	-	-	-	-	75	-	-	-	75	
EBITDA	33,865	45,908	11,671	8,000	1,460	15,694	1,936	290	1,077	124,332	

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Mueller Co.
E.B.I.T.D.A Estimate
Fiscal Year Ending September 30, 2001
amounts shown in 000's

	Year to Date as of June 30, 2001									
	Albertville	Chatt	Decatur	Canada	Hersey	Pratt	Jones	Service	HQ	Total
Trade Sales	86,261	95,632	58,037	24,558	15,334	67,401	13,907	928	-	359,130
Service Sales	-	-	-	-	-	-	-	-	-	928
Service Sales	-	-	-	-	-	-	-	-	-	6,643
AMR Intercompany Sales	1,216	2,562	957	3,711	197	744	724	-	-	21,196
Mueller Intercompany Sales	1,868	5,855	9,087	2,218	-	-	14,631	928	-	368,697
Gross Sales	88,345	104,149	68,001	30,487	15,531	68,145	14,631	928	-	(11,588)
	(3,110)	(2,557)	(2,535)	(984)	(525)	(1,038)	(849)	-	-	378,309
R & A, Cash Disc, Rebates	86,235	101,592	64,146	29,523	15,006	67,107	13,782	928	-	252,937
Total Net Sales	51,094	59,344	49,868	22,192	11,556	47,867	10,398	-	-	125,372
Standard Cost of Sales	34,541	42,236	14,258	7,331	3,450	19,240	3,386	928	-	31,147
Std Margin as a % of Net Sales	49.86%	41.88%	22.25%	24.83%	22.96%	26.87%	24.87%	198.00%	90.00%	31.14%
Mfg Variances & Other COGS	(5,232)	(7,970)	(3,231)	(426)	(662)	(414)	(902)	-	-	(18,837)
Gross Margin	29,309	34,280	11,027	6,905	2,786	16,826	2,484	928	-	106,535
Gross Margin as a % of Net Sales	33.89%	31.73%	17.89%	23.30%	18.96%	28.05%	18.02%	108.00%	90.00%	28.18%
R&D	(520)	(677)	(136)	(111)	(230)	(214)	(2)	-	-	(2,090)
G&A	(2,216)	(2,324)	(1,812)	(728)	(338)	(2,489)	(723)	(646)	402	(10,874)
Amortization	-	-	-	-	-	(30)	-	-	-	(30)
Selling	(2,907)	(2,978)	(2,617)	(1,025)	(1,516)	(6,443)	(903)	-	-	(18,287)
Total Expenses	(5,943)	(6,177)	(4,585)	(1,864)	(2,084)	(9,176)	(1,528)	(646)	402	(31,281)
Operating Income / EBIT	23,666	28,091	6,462	5,041	704	9,650	956	282	402	75,254
As a % of Net Sales	27.44%	27.86%	10.07%	17.07%	4.68%	14.38%	8.94%	30.36%	90.00%	19.88%
Amortization	3,008	3,945	2,337	317	307	1,485	336	-	509	12,233
Depreciation	26,875	32,038	8,799	6,358	1,011	11,145	1,292	290	911	87,517
EBITDA										

Mueller Co.
 E.B.I.T.D.A Estimate
 Fiscal Year Ending September 30
 amounts shown in 000's

Fourth Quarter Forecast dated 7/11/01

	Chertl	Decatur	Canada	Hersey	Pratt	Jones	Service	HQ	Total
Albertville									
	32,633	20,115	11,974	6,170	22,716	5,036	-	-	134,164
Trade Sales	35,516								
Services Sales	738	342	887	39	11	180	-	-	3,862
Am/ll Intercompany Sales	1,950	2,400	309		297				6,052
Mueller Intercompany Sales	38,216	22,857	13,150	6,208	23,018	5,216	-	-	144,078
Gross Sales	(1,343)	(861)	(444)	(150)	(347)	(314)	-	-	(4,720)
R & A, Cash Disc, Rebates	34,071	21,968	12,708	6,058	22,669	4,902	-	-	138,358
Total Net Sales	20,421	17,184	9,428	4,885	16,111	3,652	-	-	92,339
Standard Cost of Sales	13,850	4,832	3,278	1,384	6,556	1,250	-	-	47,019
Standard Margin	46.00%	43.45%	21.97%	23.01%	28.93%	25.97%	-	-	33.74%
Std Margin as a % of Net Sales	(1,488)	(1,136)	(62)	(323)	438	(217)	-	-	(4,327)
Mfg Variances & Other COG	12,152	3,696	3,216	1,071	6,994	1,033	-	-	42,692
Gross Margin	35.67%	18.80%	25.31%	17.68%	38.86%	21.07%	-	-	30.83%
Gross Margin as a % of Net Sales	(170)	(51)	(40)	(75)	(68)	(2)	-	-	(700)
R&D	(775)	(774)	(328)	(147)	(737)	(235)	-	-	(3,571)
G&A	(978)	(948)	(411)	(535)	(2,131)	(260)	-	-	(6,237)
Amortization	(1,923)	(2,014)	(1,802)	(757)	(2,881)	(497)	-	-	(10,553)
Selling	10,229	12,516	2,094	314	4,013	536	-	-	32,139
Total Expenses	38.82%	33.87%	18.18%	5.18%	17.70%	18.03%	-	-	23.06%
Operating Income / EBIT									
As a % of Net Sales	1,380	1,356	778	205	449	546	-	-	166
Amortization									
Depreciation									
EBITDA	11,619	13,872	2,872	2,842	4,549	546	-	-	166

TRADEMARK