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To the Honorable Commission.

102074449

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Tyco International (US) Inc.

4/16/02

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

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

3. Nature of conveyance:

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

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 Delaware
- 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)
78/052,890

B. Trademark Registration No.(s)

APR 16 2002

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:..... 1

7. Total fee (37 CFR 3.41)..... \$ 40.00
 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 *Jeri N. Sute* 4/16/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 96

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

04/30/2002 DBYRNE 00000104 78052890

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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").

WITNESSETH:

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
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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.

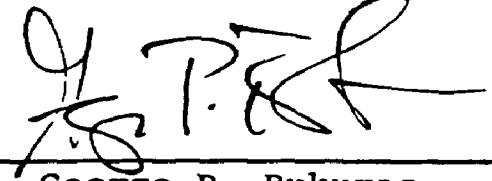
SECTION 10.10. *Bulk Sales Laws.* Buyer and Seller each hereby waive compliance by Seller with the provisions of the "bulk sales", "bulk transfer" or similar laws of any state. Seller agrees to indemnify and hold Buyer harmless against any and all claims, losses, damages, liabilities, costs and expenses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

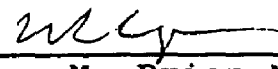
SECTION 10.12. *Captions.* The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

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

**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").

WITNESSETH:

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").

WITNESSETH:

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

**SCHEDULE A
to Exhibit B**

Trademark Registration No. Issue Date

(NY) 06969/232/AGT/sp.purch.sgt.wpd

**TRADEMARK
REEL: 002495 FRAME: 0544**

SCHEDULE 1

MUELLER TRADEMARKS

* Parkas & 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

Page:

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

Page:

Country: CANADA

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

		04640	MUL	Registered	130502 04/11/63	04/11/08
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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 Date
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LUB O SEAL		04644	MUL	Registered	162/41285 12/08/51	12/08/96
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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
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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
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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

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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

Page:

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 ALL TYPES OF FLUID
CONDUCTING PIPE SUCH AS THIN WALL PIPE, ASBESTOS-CEMENT PIPE, STEEL
PIPE AND THE LIKE

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

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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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

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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

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GAS-PLUSE

		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	04/22/00
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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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by Owner then Country then Mark

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Country: UNITED STATES

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HM AND DESIGN

		04599	MUL	Registered	229813 07/05/27	07/05/07
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	MUL	Registered	231322 08/16/27	08/16/07
Application No.:	71/244866			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	MUL	Registered	1410375 09/23/86	09/23/06
Application No.:	73/580151			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 BARKELS, 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

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INNERLOCK LUBOSEAL		04602	MUL	Registered	718816 07/25/61	07/25/01
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 06/08/71	09/08/01
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 01/31/78	01/31/98
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

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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.

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

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MUELLER		04608	MUL	Registered	66513 12/10/07	12/10/07
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
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

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MUELLER		04610	MUL	Registered	537204 02/06/51	02/06/00
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Application No.: 71/545153 Renewal Base Date: 02/06/51 Last Update: 06/14/99
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.....

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

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MUELLER		04611	MUL	Registered	85269 02/06/12	02/06/02
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Application No.: 71/38682 Renewal Base Date: 02/06/12 Last Update: 06/14/96
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

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MUELLER		04613	MUL	Registered	534196 12/05/50	12/05/00
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Application No.: 71/545154 Renewal Base Date: 12/05/50 Last Update: 06/14/99
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
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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
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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
Time: 11:42:04

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MUELLER CO. SINCE 1857 QUALIT
04616

MUL Registered 676868 04/14/09
04/14/59

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
02/12/85

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
06/22/76

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.

File: 04/14/99
Time: 11:42:13

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MUELLER HT		04619	MUL	Registered	1610368 08/21/90	08/21/00
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Application No.: 73/641552 Renewal Base Date: 08/21/90 Last Update: 06/07/90
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

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

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Country: UNITED STATES

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ORISEAL		04625	MUL	Registered	664942 07/29/58	07/29/98
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Application No.: 72/37362 Renewal Base Date: 07/29/58 Last Update: 06/07/98
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
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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
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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

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Country: UNITED STATES

Mark	Atty	Case Number	Owner	Status	Registration Number/Date	Next Renewal Date
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R AND DESIGN

		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.

R AND DESIGN

		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).

SERVI-SEAL

		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: 11:42:41

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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: 06/07/94
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.

Date: 04/14/99
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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

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 D.
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MUELLER		05323	MUL	Registered	1214098	
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Application No.:	Renewal Base Date:	Last Update: 10/09/96
Filing Date:	Affidavit of Use:	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
A. SUTRO
1001 10th St
San Francisco, CA

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/Classes/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 6 Goods:	ARGENTINA MUELLER (Mark No. 111287)	01/21/1951 195001	08/03/1951 1578049	10/12/2005		REGISTERED
Owner: MUELLER CO Classes: 5 Goods: CLASS 7: MACHINES FOR WASHING; WRINGING; CLEANING; MAKING; AND POLISHING; MACHINES FOR IRONING; 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; DYNAMOS; ELECTRIC ALTERNATORS AND GENERATORS; SPARK PLANS FOR ENGINES; MAGNETS; MACHINES FOR SEWING; OR DISTRIBUTING; INJECTOR-PUMPCTIONS; PESTICIDES; LAQUST PULVER AND PULVERES FOR GROUND PLANTS; AND SEEDS; BELTS FOR CONVEYORS; MACHINES FOR GRINDING; GANS; ELECTRIC PRESSSES; SHAMPING; MACHINES AND GRINDING; THRESDOR; MECHANICALLY OPERATED HAND TRUCKS; ESCALATORS; CONVEYOR BELTS; BRAKE SHIPS; SECHENTS AND PADS FOR VEHICLES OTHER THAN LAND VEHICLES; CENTRIFUGAL CLOTHES DRYERS; MECHANICAL SWEEPERS; MACHINES FOR CURLING; NO MAVING; THE HAIR AND APPARATUS WHICH FORM PART OF SAID MACHINES; WEAVING; AND CUTTING APPARATUS	ARGENTINA MUELLER (Mark No. 111288)	01/21/1951 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 COMPLIANCE OR CONNECTIONS FOR USE IN FLUID DISTRIBUTION SYSTEMS;	AUSTRALIA INSTA TITE (Mark No. 111281)	11/11/1971 253532	11/11/1971 8251512	11/11/2006		REGISTERED

TRADEMARK

PLANNERY, MADISON
 & SUTRO
 Intellectual

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: 2

Owner/Classes/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
<p>Owner: MUELLER CO Classes: 6, 7, 8, 9, 11 Goods: CLASS 6: TERMINAL PIECES, CONNECTIONS, TEES & FITTINGS, ALL OF METAL, FOR PIPELINES; CLASS 7: DRILLING & TAPPING MACHINES FOR USE IN LAYING & CONNECTING PIPELINES; ELECTRIC & COMPRESSED AIR MOTORS, & COMBUSTION ENGINES FOR DRIVING SAID AIR MOTORS, & COMBUSTION ENGINES FOR DRIVING SAID DRILLING & TAPPING MACHINES; RUNNING VALVES, RELIEF VALVES, SAFETY VALVES, SHUT OFF VALVES & COCKS (ALL BEING PARTS OF MACHINES) FOR GAS, OIL, STEAM & COMPRESSED AIR; PARTS & FITTINGS OF ALL THE ABOVEMENTIONED GOODS, IN AS FAR AS INCLUDED IN THIS CLASS; CLASS 8: DRILLING & TAPPING MACHINES (MANUALLY OPERATED), FOR USE IN LAYING & CONNECTING PIPELINES; TOOLS FOR JOINING PARTS OF PIPELINES INTO & OUT OF OPERATION; PARTS & FITTINGS OF ALL THE ABOVEMENTIONED GOODS, IN AS FAR AS INCLUDED IN THIS CLASS, EXTENSIVE LIST OF GOODS, SEE FILE Owner: MUELLER CO Classes: 6, 7, 8, 9, 11 Goods: CLASS 6: TERMINAL PIECES, CONNECTIONS, SELF TAPPING & OTHER TEES, AS WELL AS FITTINGS, ALL METAL, FOR PIPELINES; CLASS 7: DRILLING & TAPPING MACHINES FOR USE IN LAYING & CONNECTING PIPELINES; ELECTRIC & COMPRESSED AIR MOTORS, & COMBUSTION ENGINES FOR DRIVING SAID DRILLING & TAPPING MACHINES; PARTS & FITTINGS OF ALL THE ABOVEMENTIONED GOODS, IN AS FAR AS INCLUDED IN THIS CLASS OF GOODS; CLASS 8: DRILLING & TAPPING MACHINES (MANUALLY OPERATED) FOR USE IN LAYING & CONNECTING PIPELINES; TOOLS FOR FITTING PARTS OF PIPELINES INTO & OUT OF OPERATION; PARTS & FITTINGS OF ALL THE ABOVEMENTIONED GOODS, IN AS FAR AS INCLUDED IN THIS CLASS OF GOODS; CLASS 9: AUTOMATIC SHUT OFF VALVES & PARTS THEREOF; CLASS 11: SEE FILE FOR REMAINDER OF GOODS</p>	<p>BERNEUX MUELLER (Mark No. 1112901)</p>	<p>11/10/1971 559261</p>	<p>11/10/1971 076994</p>	<p>11/10/2004</p>		<p>REGISTERED</p>
<p>Owner: MUELLER CO Classes: 6, 7, 8, 9, 11 Goods: CLASS 6: TERMINAL PIECES, CONNECTIONS, SELF TAPPING & OTHER TEES, AS WELL AS FITTINGS, ALL METAL, FOR PIPELINES; CLASS 7: DRILLING & TAPPING MACHINES FOR USE IN LAYING & CONNECTING PIPELINES; ELECTRIC & COMPRESSED AIR MOTORS, & COMBUSTION ENGINES FOR DRIVING SAID DRILLING & TAPPING MACHINES; PARTS & FITTINGS OF ALL THE ABOVEMENTIONED GOODS, IN AS FAR AS INCLUDED IN THIS CLASS OF GOODS; CLASS 8: DRILLING & TAPPING MACHINES (MANUALLY OPERATED) FOR USE IN LAYING & CONNECTING PIPELINES; TOOLS FOR FITTING PARTS OF PIPELINES INTO & OUT OF OPERATION; PARTS & FITTINGS OF ALL THE ABOVEMENTIONED GOODS, IN AS FAR AS INCLUDED IN THIS CLASS OF GOODS; CLASS 9: AUTOMATIC SHUT OFF VALVES & PARTS THEREOF; CLASS 11: SEE FILE FOR REMAINDER OF GOODS</p>	<p>BERNEUX MUELLER (Mark No. 1111101)</p>	<p>11/10/1971 559275</p>	<p>11/10/1971 077012</p>	<p>11/10/2004</p>		<p>REGISTERED</p>

MUELLER, MADISON
 A SERVICE
 INTERNATIONAL

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

Report Date: 04/13/1999
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 Page: 3

Owner/Classes/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 17 Goods: MILLING MATERIAL, IN GENERAL, WATER AND GAS DISTRIBUTING APPARATUS; FIRE EXTINGUISHERS; PIPES, TUBES & CONNECTIONS OF ALL KINDS	USA MUELLER (Matter No. 1112911)	10/21/1914 11186	08/21/1915 2656817	08/21/2000		REGISTERED
Owner: MUELLER CO Classes: 19 Goods: PIPES, TUBES AND CONNECTIONS OF ALL KINDS INCLUDING THOSE FOR HYDRAULIC GAS	USA MUELLER (Matter No. 1121771)	01/01/1901 UNKNOWN	08/21/1970 5039201	08/21/2000		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: CONNECTIONS, LEAD FLANGE CONNECTIONS; BRANCH CONNECTIONS; CONNECTIONS; SERVICE HOSE SHUT OFF KNOBS; SERVICE HOSE REPAIR LIPS; WATER METER WORKS; METER HOSE COVERS; TEES; FAUCETS; SERVICE TEES & PIPES; ANGLE VALVES; STOP & DRAIN VALVES; THREE WAY VALVES; LABORATORY VALVES & FITTINGS; COMPENSATION STOPS; ADAPTER NIPPLES; LINE STOPS; COPPER PIPE & FITTINGS; THICKEND; SPLIT REPAIR SLEEVES; LUBRICATED PUMP STOPS; GATE VALVES & PARTS THEREOF; SHOCK CATCHES; SHEAR CATCHES; BUSH STAMPS; VALVE BOXES & PIPE LINE STOPPERS; STAMPS; VALVE BOXES & PIPE LINE STOPPERS	USA MUELLER (Matter No. 1112921)	04/01/1957 UNKNOWN	06/21/1957 39814	06/20/2002		REGISTERED
Owner: MUELLER CO Classes: 7 Goods: TAPPING MACHINES & PARTS THEREOF; MILLING MACHINES & PARTS THEREOF; SHIELD & SHELL DRILLS; COMBINED DRILLS & TONGS; TAP PINE SLEEVES; CORROSION STOP EXTRACTING TONGS; FLANK STAMPS	USA MUELLER (Matter No. 1112911)	04/01/1957 55478	06/21/1957 19813	06/20/2002		REGISTERED

MUELLER, MADISON
& SIBCO
Int'l Dept 611

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

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Page: 4

Owner/Classes/Code	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 6 Goods: REGULATING AND DISTRIBUTING VALVES	FRANCE MUELLER (Patent No. 111296)	07/02/1927 49014	07/02/1927 1201061	04/08/2002		REGISTERED
Owner: MUELLER CO Classes: 6, 7, 11 Goods:	FRANCE NO BLD (Patent No. 111311)	12/11/1968 11736	12/11/1968 1496860	04/11/1998		REGISTERED
Owner: MUELLER CO Classes: 6, 7, 11 Goods: VALVES, STUDS, T.S. CONNECTIONS AND FITTINGS	FRANCE NO BLD & DESIGN (Patent No. 111319)	12/11/1968 11725	12/11/1968 1496861	04/11/1998		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: PUMP IN CONNECTION OR CONNECTIONS; ALL MAIN WINDMILL OR PUMP/FAN OF CEMENT METAL & INCLUDED IN CLASS 6; & FOR USE IN FLUID DISTRIBUTION SYSTEMS	FR INSTA TITE (Patent No. 111264)	10/14/1971 981828	10/14/1971 H981828	10/14/2006		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: PIPE, CONNECTORS, TEES, STUDS, SAMPLERS, METAL VALVES; LINE STOPPER FITTINGS; METAL CLAMPS FOR REPAIRING PIPE LEAKS; & STOPWORK CLAMPS; & PARTS OF & ACCESSORIES FOR ALL THE AFORESAID GOODS INCLUDED IN CLASS 6	FR MUELLER (Patent No. 111297)	05/10/1979 1115041	05/10/1979 B1115041	05/10/2000		REGISTERED
Owner: MUELLER CO Classes: 7 Goods: UNDERPRESSURE DRILLING MACHINES; UNDERPRESSURE STAMPING MACHINES; UNDERPRESSURE DRILLING & TAPPING MACHINES; DRILL, ING NIPPLES; & PARTS OF & ACCESSORIES FOR ALL THE AFORESAID GOODS INCLUDED IN CLASS 7	FR MUELLER (Patent No. 111298)	05/10/1979 1115044	05/10/1979 B1115044	05/10/2000		REGISTERED

PHILIPPI, MALINSON
& SUTRO
1001 10th St
San Francisco, CA

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
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Owner/Classess/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classess: 7 Goods: MACHINES & POWER OPERATED HAND HELD TOOLS, ALL FOR TAPPING; SCREW THREADS &/OR FOR DRILLING; & TAPS & DRILLS FOR USE WITH SUCH MACHINES & TOOLS	CH NO DR (Mark No. 1111121)	01/15/1967 906805	01/15/1967 906805	01/05/2002		REGISTERED
Owner: MUELLER CO Classess: 8 Goods: HAND TOOLS FOR TAPPING; SCREW THREADS &/OR FOR DRILLING; & TAPS & DRILLS FOR USE WITH SUCH TOOLS; WRENCHES & PIPE CRIPS; ALL BEING HAND TOOLS	CH NO DR (Mark No. 1111111)	01/15/1967 906806	01/15/1967 906806	01/15/2002		REGISTERED
Owner: MUELLER CO Classess: 7 Goods: ROTARY FLOW VALVES	GERMANY MARK II (RISSEAL) (Mark No. 1112801)	09/28/1965 M25101/21WZ	09/28/1965 #10291	09/28/2005		REGISTERED
Owner: MUELLER CO Classess: 6 Goods: CONTROL VALVES, REGULATORS, PRESSURE &/OR TEMPERATURE RELIEF VALVES; FITTINGS FOR LIQUID & GAS CONNECTIONS; & HAND & POWER TOOLS FOR INSTALLING & MAINTAINING; SAWS; & PARTS OF ALL ABOVE MENTIONED GOODS	GERMANY MUELLER (Mark No. 1112991)	04/23/1958 M1514/21WZ	05/12/1960 716625	04/23/1998		REGISTERED
Owner: MUELLER CO Classess: 6 Goods: VALVES, STOPS, T'S, CONNECTIONS, & FITTINGS	GERMANY NO DR (Mark No. 1111144)	11/26/1968 M10444/6WZ	10/20/1970 874144	11/26/1998		REGISTERED
Owner: MUELLER CO Classess: 6 Goods: VALVES, STOPS, T'S, CONNECTIONS & FITTINGS	GERMANY NO DR & DESIGN (Mark No. 1111201)	11/26/1968 M10445/6WZ	10/20/1970 874145	11/26/1998		REGISTERED

TRADEMARK

WILLIAM W. MADISON
 & SONS
 Inc. Chicago, Ill.

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: 6

Owner/Classes/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 6, 7, 8, 9, 11 Goods: THERMAL VALVES, REGULATING, PRESSURE &/OR TEMPERATURE RELIEF VALVES, & PARTS THEREOF & ATTACHMENTS THEREFOR; FITTINGS FOR LIQUID & GAS TUBING; & HAND & POWER TOOLS FOR INSTALLING; MAINTAINING; SAME & PARTS THEREOF.	ITALY MUELLER (Mark No. 111101)	07/02/1950 46/123	05/20/1907 156669	07/02/2008		REGISTERED
Owner: MUELLER CO Classes: 7 Goods: ATTACHMENT AND FIXING APPARATUS FOR GAS, WATER STEAM AND DRAINAGE WORKS; TAPPING DEVICES FOR GAS AND WATER MAIN PIPES AND PARTS THEREOF; AS WELL AS ALL OTHER GOODS IN CLASS 7.	JAPAN MUELLER (Mark No. 111102)	01/03/1903 17490	12/11/1912 56491	06/11/2002		REGISTERED
Owner: MUELLER CO Classes: 6, 7, 9, 14, 16 Goods: CLASS 6: COMMON HEADS; AND THEIR ALLOYS RAILWAY MATERIAL OF METAL, ONES OF METAL. CLASS 7: MATRICES OF THE USE IN PRINTING; AND DRILLING BITS CLASS 9: ELECTRIC DEVICES CLASS 14: PROTECTIVE HEADS OF ALL KINDS CLASS 16: THERMOPLASTIC CHARACTERS	MEXICO MUELLER (Mark No. 111101)	11/10/1944 65627	08/20/1956 86069	11/10/2004		REGISTERED
Owner: MUELLER CO Classes: 11 Goods: ARTICLES OF HARDWARE	MEXICO MUELLER (Mark No. 111104)	10/14/1912 12684	10/14/1912 12684	10/14/2002		REGISTERED
Owner: MUELLER CO Classes: 11 Goods: FAUCETS & VALVES	MEXICO MUELLER (Mark No. 111105)	12/22/1908 10817	12/22/1908 8817	12/22/2001		REGISTERED

TRADEMARK

PELLICHERY, MADISON
& SUTHER
Intellectual Property

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

Report Date: 04/13/1999
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Page: 7

Owner/Classes/Goods	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 6 Goods: CLASS 6: METALLIC PIPES & TUBES; PIPE CONNECTIONS; JOINTS, JOINT FITTINGS, & PUSH IN CONNECTIONS, ALL MADE PRELIMINARILY OF METAL	USA INSTA TITE (Mark No. 111285)	10/20/1971 96668	10/20/1971 898668	10/20/2006		REGISTERED
Owner: MUELLER CO Classes: 19, 26 Goods:	MILLIPINE MUELLER (Mark No. 111106)	06/06/1968 SR 1360	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. 111116)	12/10/1968 576041	05/21/1971 576041	12/10/1998		REGISTERED
Owner: MUELLER CO Classes: 6 Goods: VALVES, STUBS, T'S, CONNECTIONS & FITTINGS	SPAIN NO B/D & DESIGN (Mark No. 111211)	12/10/1968 576042	05/21/1971 576042	12/10/1998		REGISTERED

TRADEMARK

Date: 04/13/99
Time: 15:06:28

Country List
by Owner then Country then Mark

Page:

Country: UNITED KINGDOM

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

05613

MUL

Pending

Application No.: 1115043
Filing Date:

Renewal Base Date:
Affidavit of Use:

Last Update: 03/06/97
Filed?

Goods:

MUELLER, MADISON & SUTRO
 Intellectual Property

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

Report Date: 04/13/1999
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 Page: 8

Owner/Classess/Goode	Country / Mark	Application	Registration	Renewal	Next Action	Status
Owner: MUELLER CO Classes: 11 Goode: PUMPING; EQUIPMENT & PARTS THEREOF; NAMELY, BRASS, IRON, & STEEL PIPES, SOUPPING; NIPPLES & UNIONS; UNION COUPLINGS; LEAD FLANGE CONNECTIONS; BRANCH CONNECTIONS; GASKETTERS; SERVICE BRASS & IMPREGGERS THEREOF; SERVICE FOR SHUT OFF RINGS; SERVICE FOR REPAIR LIDS; SERVICE CLAMPS; WATER METER VINES; METER FOR COVERS; T.S. PRESSURE REGULATING & REGULATING VALVES & PARTS THEREOF; PRESSURE & TEMPERATURE RELIEF VALVES; PARTS THEREOF; BRASS & IRON GAS STOPS; GAS METER CONNECT RINGS; GAS METER SWIVELS; GAS SERVICE T.S & PLINGS THEREOF; GAS SAFETY NIPPLES & PLINGS THEREOF; GAS PIN OFF T.S. ADAPTERS FOR T.S & NIPPLES; PARTS; CHECK VALVES; SERVICE T.S & PLINGS; SAFETY NIPPLES & PLINGS; ANGLE VALVES; STOP & BRAIN VALVES; STRAINERS; THREE WAY VALVES; LABORATORY VALVES; & FITTINGS; MILLER BRAIN VALVES; SEE FILE FOR MOST OF GOODS	VENEZUELA MUELLER (Matter No. 111071)	04/10/1957 5129	06/19/1958 14324 F	06/19/2001		REGISTERED
Owner: MUELLER CO Classes: 21 Goode: TAPPING; MACHINES & PARTS THEREOF; DRILLING; MACHINES & PARTS THEREOF; SOLDER & SOLDER DRILLS (COMBINED) DRILLS & TAPS; CALK ING TOOLS; TAPPING; SLAVES; PIPE JOINTERS; CORPNATION STOP EXTRACTING; TANKS; HAMMERS; CHISELS; PIPE CUTTING; TOOLS; CORPNATION STOP INSERTING TOOLS & FLOR STANDS	VENEZUELA MUELLER (Matter No. 111088)	04/10/1957 5128	06/19/1958 14326 F	06/19/2001		REGISTERED

End of the report

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

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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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

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 Abuellet Paul Gifford
* Farcas & Manelli, P.L.C. Docket #73-577	Encoding Register for Water Meter	Stewart Oliver Michael Middleton

ATYCO INTERNATIONAL LTD COMPANY

MUELLER CO (USA & CANADA)

Bareno : 902 Atty1 : WMT Atty2 :

Clref : 1107

Inventor 1 : SANDS, ROBERT E
Title : SLIP-RINGS SERVICE CLAMP FOR PLASTIC PIPE OR THE
LINE

Country	Seq	Appno	Appld	Patno	Issdt	Taxdt	Wtkdt	Status	Expd	Wcno
CANADA	1	348623	03/28/1980	1125010	06/15/1982			ISSUED	06/15/1999	103712

TRADEMARK

MURKIN CO (USA & CANADA)

Baseno : 903 Atty1 : WNT Atty2 :

Clref : 1111

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

Country	Seq	Appno	Appdc	Patno	Issdt	Taxdt	Wtkdt	Statue	Expdt	Matno
CANADA	1	182462	07/24/1981	1161770	02/07/1984			ISSUED	02/07/2001	106272

Report Case# 12
04/11/1999

Foreign Patent Cases by Client

Page 5

MULLER CO (USA & CANADA)

Baseno : 904 Atty1 : MWT Atty2 :

Clret : 1112

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

Country	Seq	Appno	Applc	Patco	Issdt	Taxdt	Wrtkdt	Status	Exptc	Matno
CANADA	1	374881	04/07/1981	1154477	09/27/1983			ISSUED	09/27/2000	106085

Report : (Aug) 2. r
08/11/1999

Foreign Patent Cases by Client - Live

MUEBLER CO (USA & CANADA)

Baseno : 906 Atty1 : NMT Atty2 :

Clref : 1130

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

Country	Seq	Appno	Appdt	Patno	Issd	Taxdt	Wktd	Status	Expdt	Matno
CANADA	1	401193	04/19/1982	1173075	08/21/1984			ISSUED	08/21/2001	106762

MOELLER CO (USA & CANADA)

Baseno : 907 Atty1 : WMT Atty2 : Clref : 1131

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

Country	Seq	Appno	Applc	Patno	Issdt	Term	Wtkdc	Status	Expat	Patno
CANADA	1	402730	07/09/1982	1177417	11/06/1984			ISSUED		11/06/2001 106763

MOBLER CO (USA & CANADA)

Baseno : 908 Atty) : WNT Atty2 :

Clasf : 1132

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

Country	Seq	Appno	Appdt	Patno	Issdt	Taxdt	Wktdt	Status	Expd	Mtnd
CANADA	1	424800	03/29/1983	1215287	12/16/1986			ISSUED	12/16/2003	107269

04/11/1994

PAGE 1

MURKIN CO (USA & CANADA)

Buero : 909 Atty1 : NMT Atty2 :

Clas : 1133

Inventor 1 : DAGNE, JOSEPH L
TITLE : RELIEF VALVE ASSEMBLY FOR USE WITH BACKFLOW
PREVENTERS

Country	Seq	Appl	Patno	Issd	Exdt	Stat	Exdt	Matno
CANADA	1	424799	03/29/1983	1206835	07/02/1986	ISSUED	07/02/2003	107250

TRADEMARK

REEL: 002495 FRAME: 0593

MUELLER CO (USA & CANADA)

Baseno : 910 Atty1 : WRT Atty2 :

Clref : 1134

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

Country	Seq	Appno	Appl	Patno	Issd	Taxdt	Wtkdt	Status	Expt	Matno
CANADA	1	424780	03/29/1983	1191422	08/06/1985			ISSUED	08/06/2002	107251

1 report case 12 r
2
3 04/13/1999

Foreign Patent Cases by Client

METTLER CO (USA & CANADA)

Baseno : 911 Atty1 : NWT Atty2 :

Ciref : 1149

Inventor 1 : DODNE, JOSEPH L
Title : WATER METER SERVICE INSTALLATION

Country	Seq	Appno	Applc	Patno	Issdt	Term	Wkldc	Status	Exptc	Patno
CANADA	1	486200		07/02/1985	1237961	06/14/1988		ISSUED	06/14/2005	108889

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DEF CORR

NUZLEER CO (USA & CANADA)

Baseno : 1420 Atty1 : NMT Atty2 :

Clref : 1151

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

Country	Seq	Appno	Appdt	Patno	Issdt	Taxdt	Wlxdt	Statue	Expdt	Matno
CANADA	1	492521	10/08/1985	1228761	11/03/1987			ISSRD	11/03/2004	109068

TRADEMARK

MUELLER CO (USA & CANADA)

Baseno : 1421 Atty1 : MWT Atty2 :

Clref : 1152

Inventor 1 : DAGNE, JOSEPH L
Title : OPERATING MRENCH FOR TEMPERPROOF HYDRANTS

Country	Seq	Appno	Apptc	Patno	Issdt	Trndt	Mkdtc	Status	Exptc	Matno
CANADA	1	492520	10/08/1995	1230030	12/08/1997			ISSUED	12/08/2004	109061

MUELLER CO (USA & CANADA)

Baseno : 1514 Atty1 : WMT Atty2 :

Clref : 1157

Inventor 1 : HUNT, MITCHELL
Title : METER INSTALLATION FOR UNDERGROUND PIPELINES

Country	Seq	Appno	Appdt	Patno	Issdt	Taxdt	Wtkdt	Status	Expd	Matno
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TRADEMARK

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

Master List
by Case Number

Page: 1

Case Number	Division	Atty	Assignee	Disclosure Status
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14000	MUL		MUELLER CO	Open
Title: GATE VALVE STRUCTURE.				
Inventors: MACK ET AL				

Abstract:

ctry	sub	Status/ Case Case Type	Appln No/ Filing Date	Patent No./ Issue Date	Tax Agent/ Sch. Agent Refno	Exp./Ab Public.
CANAD		PENDING ORD	2112836 01/05/94			

EPO		PENDING ORD	93310650.2	607708		
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Remarks: CORRESPONDS TO US 5470046

Case Number	Division	Atty	Assignee	Disclosure Status
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SCHEDULE 3

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.

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

Year To Date Sep 2001 Actual	Eliminate Modern Part In Total	Eliminate Hersey In Total	Eliminate Pratt In Total	Eliminate Jones In Total	Eliminate Services In Total	Eliminate Adj I/Co Sales	Add Back Muel-Pratt BFV's	Eliminate Chart Excl'd PC	Eliminate Declar Excl'd PC	Eliminate Canada Excl'd PC	Adjusted FYE 2001 Forecast
Trade Sales	493,294	(1,394)	(21,504)	(90,119)	(18,943)	-	13,580	(1,738)	(5,919)	(6,665)	358,682
Service Sales	928	-	(236)	(11)	(928)	(12,259)	-	-	-	-	-
Ann'l Intercompany Sales	12,505	(2,223)	(236)	(11)	(904)	(23,090)	-	-	-	-	-
Mueller Intercompany Sales	27,248	(2,223)	-	(1,031)	(904)	(35,348)	13,580	(1,738)	(5,919)	(6,665)	358,892
Gross Sales	533,975	(3,617)	(21,740)	(91,161)	(19,847)	(928)	13,580	(1,738)	(5,919)	(6,665)	358,892
R & A, Cash Disc, Rebates	(16,308)	37	675	1,365	1,163	150	(407)	52	175	349	(12,728)
Total Net Sales	517,667	(3,580)	(21,065)	(89,776)	(18,684)	(828)	13,173	(1,686)	(5,644)	(6,316)	345,983
Standard Cost of Sales	345,276	(3,038)	(18,221)	(63,978)	(14,048)	(35,198)	10,065	(972)	(4,379)	(6,136)	211,371
Standard Margin	172,391	(542)	(4,844)	(25,798)	(4,636)	(828)	3,108	(714)	(1,265)	(2,180)	134,592
Std Margin as a % of Net Sales	33.30%	15.14%	23.00%	28.74%	24.87%	100.00%	23.69%	42.35%	22.41%	26.21%	38.99%
Mfg Variances & Other COS	(23,164)	-	985	(22)	1,119	-	3	118	284	97	(20,582)
Gross Margin	149,227	(542)	(3,859)	(25,820)	(3,517)	(828)	3,111	(596)	(981)	(2,093)	114,010
Gross Margin as a % of Net Sales	28.83%	15.14%	18.32%	28.76%	18.82%	100.00%	23.82%	35.47%	17.36%	25.05%	32.99%
R&D	(2,790)	-	305	262	4	-	(42)	14	12	30	(2,185)
G&A	(14,445)	-	485	3,226	956	646	(481)	38	155	210	(9,208)
Amortization	(75)	-	-	75	-	-	(11)	-	-	-	(11)
Selling	(24,524)	-	2,051	8,574	1,063	-	(1,277)	46	234	285	(13,546)
Total Expenses	(41,894)	-	2,841	12,157	2,025	646	(1,611)	100	401	525	(24,950)
Operating Income / EBIT As a % of Net Sales	107,333	(542)	(1,018)	(13,663)	(1,492)	(262)	1,300	(498)	(590)	(1,558)	89,060
	20.75%	15.14%	4.83%	15.22%	7.86%	30.38%	9.87%	29.54%	19.28%	18.75%	25.74%
Amortization Depreciation	75	(218)	(442)	(1,956)	(446)	(6)	291	(65)	(202)	(104)	13,714
EBITDA	124,332	(760)	(1,460)	(15,694)	(1,938)	(290)	1,603	(563)	(782)	(1,682)	102,786

UNIVERSITY MICROFILMS

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	Hershey	Pratt	Jones	Service	HQ	Total
Trade Sales	86,261	95,632	56,037	24,558	15,334	67,401	13,907	928	-	359,130
Service Sales	-	2,562	957	3,711	197	744	724	-	-	928
Avril Intercompany Sales	1,868	5,855	9,087	2,218	15,531	88,145	14,631	928	-	8,643
Mueller Intercompany Sales	88,345	104,149	68,081	30,487	15,531	88,145	14,631	928	-	21,196
Gross Sales	(3,110)	(2,587)	(2,535)	(964)	(525)	(1,038)	(849)	-	-	368,897
R & A, Cash Disc, Rebates	86,235	101,582	64,146	29,523	15,006	67,107	13,782	928	-	378,309
Total Net Sales	51,894	59,944	49,886	22,192	11,556	47,867	10,398	-	-	252,937
Standard Cost of Sales	34,541	42,238	14,258	7,331	3,450	19,240	3,386	928	-	125,372
Standard Margin	17.45%	41.66%	22.25%	24.83%	22.89%	20.87%	24.67%	184.00%	FDN/M	33.14%
Std Margin as a % of Net Sales	(5,232)	(7,970)	(3,231)	(426)	(662)	(414)	(802)	-	-	(18,637)
Mfg Variances & Other COS	29,309	34,268	11,027	6,905	2,766	18,826	2,484	928	-	106,535
Gross Margin	33.99%	33.73%	17.49%	23.39%	18.96%	28.05%	19.62%	108.00%	FDN/M	28.18%
Gross Margin as a % of Net Sales	(2,090)	(2,216)	(1,366)	(111)	(230)	(214)	(2)	(646)	402	(10,874)
R&D	(520)	(977)	(136)	(111)	(230)	(214)	(2)	(646)	402	(30)
G&A	(2,216)	(2,324)	(1,612)	(728)	(338)	(2,489)	(723)	-	-	(18,287)
Amortization	(2,907)	(2,976)	(2,617)	(1,025)	(1,516)	(5,443)	(803)	-	-	(31,281)
Selling	(5,843)	(6,177)	(4,565)	(1,864)	(2,884)	(9,178)	(1,528)	(646)	402	(31,281)
Total Expenses	23,666	28,091	6,462	5,041	704	9,650	956	282	402	75,254
Operating Income / EBIT	37.44%	27.65%	10.07%	17.07%	4.85%	14.34%	8.94%	30.39%	FDN/M	19.68%
As a % of Net Sales	30	30	30	30	30	30	30	30	30	30
Amortization	3,008	3,945	2,337	317	307	1,465	336	8	509	12,233
Depreciation	20,675	32,036	8,799	5,358	1,011	11,145	1,292	290	811	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

	Alberville	Chart	Decatur	Canada	Hersey	Pratt	Jones	Service	HQ	Total
Trade Sales	32,833	35,518	20,115	11,974	6,170	22,718	5,036	-	-	134,184
Service Sales	-	-	-	-	-	-	-	-	-	3,862
Amv Intercompany Sales	1,865	738	342	887	39	11	-	-	-	6,052
Mueller Intercompany Sales	918	1,960	2,400	309	-	287	180	-	-	144,078
Gross Sales	36,414	38,216	22,857	13,150	6,208	23,016	5,216	-	-	(4,720)
R & A, Cash Disc, Rebates	(1,343)	(1,261)	(881)	(444)	(150)	(347)	(314)	-	-	138,358
Total Net Sales	34,071	36,955	21,976	12,706	6,058	22,669	4,902	-	-	92,339
Standard Cost of Sales	20,421	20,868	17,164	9,428	4,585	16,111	3,552	-	-	47,019
Standard Margin	13,650	16,087	4,812	3,278	1,473	6,558	1,350	-	-	33,74%
Std Margin as a % of Net Sales	40.05%	43.45%	21.97%	25.80%	24.01%	29.33%	28.56%	NDM/MI	NDM/MI	(4,327)
Mfg Variances & Other COS	(1,488)	(1,527)	(1,136)	(62)	(323)	438	(217)	-	-	42,692
Gross Margin	12,152	14,530	3,696	3,216	1,071	6,994	1,033	-	-	30,83%
Gross Margin as a % of Net Sales	35.67%	39.32%	16.80%	25.31%	17.68%	30.85%	21.07%	NDM/MI	NDM/MI	(700)
R&D	(170)	(294)	(51)	(40)	(75)	(86)	(2)	-	-	(3,571)
G&A	(776)	(774)	(575)	(328)	(147)	(737)	(235)	-	-	(45)
Amortization	-	(948)	(976)	(411)	(535)	(2,131)	(260)	-	-	(6,237)
Selling	(978)	(2,014)	(1,802)	(779)	(757)	(2,961)	(497)	-	-	(10,553)
Total Expenses	(1,923)	(2,014)	(1,802)	(779)	(757)	(2,961)	(497)	-	-	32,139
Operating Income / EBIT	10,229	12,516	2,094	2,437	314	4,013	536	-	-	23,06%
As a % of Net Sales	30.02%	33.87%	9.52%	19.16%	5.16%	17.70%	10.83%	NDM/MI	NDM/MI	45
Amortization	-	1,358	778	205	-	135	45	-	-	186
Depreciation	-	-	-	-	-	481	110	-	-	4,631
EBITDA	11,619	13,872	2,872	2,642	449	4,549	646	-	-	36,815

Record this transaction

FOURTH.

Assignment from Tyco International (US) Inc. to Mueller International, Inc.