

05-13-2002



102087301

To the Honorable Commissioner of

and original documents or copy thereof.

1. Name of conveying party(ies): Beck Manufacturing, Inc. 4-29-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Pennsylvania
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Anvil International, Inc.
Internal Address:
Street Address: 110 Corporate Drive, Suite 10
City: Portsmouth State NH Zip 03802
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: October 11, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,197,940 1,315,760 1,516,396
Additional number(s) attached Yes No

FINANCE SECTION
2002 APR 29 AM 9:07
OFFICE OF RECORDS

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:
7. Total fee (37 CFR 3.41) \$ 90.00
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
Name of Person Signing Signature Date 4/29/02

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

40-00 50-00 01
05/10/2002 LABELLER 00000040 1105 940
01 FC:401
02 FC:402

TRADEMARK ASSIGNMENT

This Trademark Assignment (*Assignment*) is dated as of October 11, 2001, by and among (i) ANVIL INTERNATIONAL, INC., a Delaware corporation ("*Anvil*"), Supply Sales, S.A. de C.V., a limited responsibility company constituted under the laws of Mexico ("*Mex Sub*", and collectively with Anvil and/or their nominees, the "*Buyer*"), and (ii), jointly and severally, BECK MANUFACTURING, INC., a Pennsylvania corporation ("*Beck*"), SUPERIOR PIPE NIPPLES, INC., a Delaware corporation ("*Superior*"), WAY-BECK PROPERTIES, a Pennsylvania general partnership ("*Way-Beck*"), NIPLES EL SUPERIOR, S. DE R.L. DE C.V., a business entity organized under the laws of Mexico ("*Niples*"), and BITREK CORPORATION, a Pennsylvania corporation ("*Bitrek*") (collectively, all of Beck, Superior, Way-Beck, Niples and Bitrek being referred to herein as the "*Sellers*" and each individually also as a "*Seller*"), and (iii), jointly and severally, J. EDWARD BECK, JR., THOMAS E. BECK, STEPHEN E. BECK, SR., JOHN W. BECK and MICHAEL D. BECK, each of whom is a natural person (collectively, the "*Signing Stockholders*"). The Sellers and the Signing Stockholders are referred to herein as the "*Selling Group*".

Background

Sellers have adopted and used and are using the trademarks identified on Exhibit A (*Marks*), and own the registrations for certain of such Marks in the United States Patent and Trademark Office and other countries identified on said Exhibit A (*Registrations*). Sellers desire to assign the Marks and the Registrations to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sellers agree as follows:

1. ASSIGNMENT.

1.1 Assignment of Marks. Sellers do hereby assign, sell and transfer unto Buyer all right, title and interest in and to the Marks, together with: (a) the Registrations, (b) the goodwill of the business symbolized by and associated with the Marks and the Registrations, and (c) the right to sue and recover for, and the right to profits or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Registrations or such associated goodwill.

2. MISCELLANEOUS.

2.1 Further Assurances. Sellers covenant and agree that, subsequent to the execution and delivery of this Assignment and without any additional consideration, Sellers will, at Buyer's expense, execute and deliver any further legal instruments and perform any acts which are or may become reasonably necessary to effectuate the purposes of this Assignment, including, without limitation, the execution of any documents of assignment as reasonably requested by Buyer.

2.2 Notices. All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally, or if sent by reputable international overnight delivery courier service, or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written telecommunication, as follows:

If to the Sellers, to:

c/o Bitrek Corporation
330 East Ninth Street, P.O. Box 510
Waynesboro, PA 17268
FAX: 717-262-6550

Attention: J. Edward Beck, Jr.

with a copy sent contemporaneously to:

Jeffrey A. Koeppel, Esq.
Elias, Matz, Tiernan & Herrick L.L.P.
734 15th Street, N.W., 12th Floor
Washington, DC 20005
FAX: 202-347-2172

If to the Buyer, to:

Anvil International, Inc.
110 Corporate Drive, Suite 10
Portsmouth, NH 03801
FAX: 603-422-8066

Attention: Thomas E. Fish

with a copy sent contemporaneously to:

James C. Stokes, Esq.
Bingham Dana LLP
150 Federal Street
Boston, MA 02110
FAX: 617-951-8736

Any such notice shall be effective (a) if delivered personally, when received, (b) if sent by overnight courier, when receipted for, (c) if mailed by certified mail with return receipt requested, then five (5) calendar days after being mailed, and (d) if sent by written telecommunication, when dispatched upon printing of a confirmation of receipt by the sending facsimile machine.

2.3. Entire Agreement. This Assignment contains the entire understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter

hereof, and shall not be amended except by a written instrument hereafter signed by all of the parties hereto.

2.4. Governing Law. The validity and construction of this Assignment shall be governed by the internal laws (and not the conflicts rules) of the State of Delaware.

2.5. Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

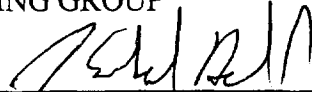
2.6. Severability. If any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Assignment and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision contained herein.

2.7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Sellers, by their duly authorized officer, has executed this assignment, as an instrument under seal, on this 11 day of October, 2001.

SELLING GROUP


By: 
Name: J. EDWARD BECK, JR.
Title: SELLING GROUP REPRESENTATIVE

The foregoing assignment of said Marks and Registrations therefor by Sellers to Buyer is hereby accepted as of the 11 day of October, 2001.

BUYER 
By: _____
Name: GEORGE P. BIRKENS
Title: VP & General Counsel

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this the 11th day of October, 2001, before me appeared George P. Bukuras and J. Edward Beck, the persons who signed this instrument, who acknowledged that George P. Bukuras is the Vice President, General Counsel and Secretary of Mueller Group, Inc., and J. Edward Beck is the President of Bitrek Corporation, and that both have signed such instrument as a free act on behalf of the Buyer and Selling Group respectively.



Notary Public
[Seal]

My commission expires: 9/29/06

EXHIBIT A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Country</u>	<u>Filed</u>	<u>Status</u>
AMRAK	1,516,396	U.S.	4/11/88	published 12/13/88
AMRAK	367,338	Canada	6/07/88	published 3/30/90
Midwest Plastic Fabricators logo	1,197,940	U.S.	7/15/81	published 6/15/82
Con-joint	1,315,760	U.S.	10/11/83	published 1/22/85
Rough-In		U.S.		
Beck Manufacturing, Inc.		U.S.		
Superior Pipe Nipples, Inc.		U.S.		
Niples El Superior, S. De R.L. De C.V.	551531 551793	Mexico		
El Superior	569206	Mexico		
Picoma Industries		U.S.		
Evergreen Steel Manufacturing, LLC		U.S.		
A-1 Nipple Manufacturing, Inc.		U.S.		
Blue Ridge Pipe and Nipple Co.		U.S.		

Trademark Assignment
BUSDOCS:1038238.3

RECORDED: 04/29/2002

TRADEMARK
REEL: 002504 FRAME: 0091