

05-13-2002



To the Honorable Commissioner of

102086083

... original documents or copy thereof.

1. Name of conveying party(ies): Mueller Group, Inc. 5/1/02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)
Name: Hersey Meters Co.
Internal
Address: 10210 Statesville Blvd.
Street
Address: 10210 Statesville Blvd.
City: Cleveland State NC Zip 27013
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance:
[X] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: April 18, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
942,585 54,749 611,788 957,278
Additional number(s) attached [ ] Yes [X] 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: 4
7. Total fee (37 CFR 3.41) \$ 115.00
[X] Enclosed
[ ] Authorized to be charged to deposit account
8. Deposit account number:
MAY - 1 2002
(Attach duplicate copy of this page if paying by deposit account)

05/10/2002 DBYRNE 00000203 942585 DO NOT USE THIS SPACE

01 FL:481 40.00 OP
02 FC:482 Statement and signature 75.00 OP
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, Esq. Signature Date 5/1/02

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments,

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 18 day of APRIL, 2002, by and between Mueller Group, Inc., a Delaware corporation, having its principal place of business at 500 West Eldorado Street, Decatur, Illinois 62522, USA (hereinafter referred to as "Assignor"), and Hersey Meters Co., a Delaware corporation, having its principal place of business at 10210 Statesville Blvd., Cleveland, North Carolina 27013, USA (hereinafter referred to as "Assignee");

### WITNESSETH

WHEREAS, Assignor has adopted and used and is the owner of the marks AERGAP, BEECO, BEECO & Design, HERSEY, HERSEY Stylized, and RETRO-THRUST, including but not limited to the registrations therefore set forth on Schedule A attached hereto and incorporated herein by this reference (the "Marks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the U.S. Registrations set forth on Schedule A; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer to Assignee the Marks and registrations set forth on Schedule A attached hereto; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

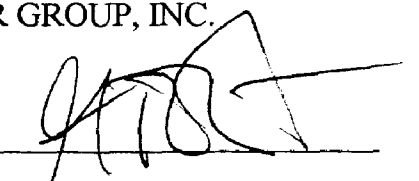
1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks, and to

enable such right, title and interest to be recorded in the United States Patent & Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.

“ASSIGNOR”  
MUELLER GROUP, INC.

By:  
Name:  
Title:

  
\_\_\_\_\_  
GEORGE P. BUKURAS  
VICE PRESIDENT AND GENERAL COUNSEL

“ASSIGNEE”  
HERSEY METERS CO.

By: Leo W Fleury, Jr.  
Name: LEO W FLEURY, JR  
Title: AUTHORIZED AGENT

**SCHEDULE A**

COUNTRY	MARK	FILING DATE/REG. DATE	SERIAL NO./REG. NO.	GOODS/SERVICES	STATUS
U.S.	AERGAP	7/28/1981	1,162,456	06 - Backflow preventers incorporating internal air gaps.	Abandoned
U.S.	BEECO	9/5/1972	942,241	06 - Backflow preventers.	Abandoned
U.S.	BEECO & Design	4/1/1952	556,847	06 - Backflow prevention valves for large portable water supply lines.	Abandoned
U.S.	HERSEY	9/12/1972	942,585	06 - Backflow preventers.	Registered
U.S.	HERSEY Stylized	6/26/1906	54,749	09 - Fluid meters.	Registered
U.S.	HERSEY Stylized	9/6/1955	611,788	09 - Fluid meters.	Registered
U.S.	RETRO-THRUST	4/17/1973	957,278	09 - Fluid meters.	Registered

# TROUTMAN SANDERS LLP

A T T O R N E Y S A T L A W  
A LIMITED LIABILITY PARTNERSHIP

BANK OF AMERICA PLAZA  
600 PEACHTREE STREET, N.E. - SUITE 5200  
ATLANTA, GEORGIA 30308-2216  
www.troutmansanders.com  
TELEPHONE: 404-885-3000  
FACSIMILE: 404-885-3900

Jeri N. Sute  
jeri.sute@troutmansanders.com

Direct Dial: 404-885-3434  
Direct Fax: 404-962-6786

May 1, 2002

Box Assignment - Fee  
Director - U.S. Patent and Trademark Office  
Washington, DC 20231

**RE: Hersey Meters Co. - Recordation of Assignments**  
**HERSEY in Int. Cl. 6, Reg. No.: 942,585**  
**HERSEY Stylized in Int. Cl. 9, Reg. No.: 54,749**  
**HERSEY Stylized in Int. Cl. 9, Reg. No.: 611,788**  
**RETRO-THRUST in Int. Cl. 9, Reg. No.: 957,278**  
**Our Ref.: 14581.9**

Dear Sir or Madame:

Enclosed please find the following materials for recording assignment of the above-referenced marks:

1. Recordation form cover sheet dated May 1, 2002;
2. Trademark Assignment from Mueller Group, Inc. to Hersey Meters Co.; and
3. Check No. 288299 in the amount of \$115.00.

Express Mail Mailing Label Number: EL755870345US  
Date of Deposit: May 1, 2002

I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Box Assignment - Fee, Director - U.S. Patent and Trademark Office, Washington, DC 20231

  
JERI N. SUTE, ESQ.  
Date of Signature: May 1, 2002

ATLANTA • HONG KONG • LONDON • NORFOLK • RICHMOND  
TYSONS CORNER • VIRGINIA BEACH • WASHINGTON, D.C.

985018

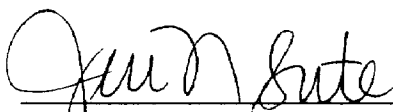
**TRADEMARK**  
**REEL: 002505 FRAME: 0325**

Box Assignment - Fee  
Director - U.S. Patent and Trademark Office  
May 1, 2002  
Page 2

If any additional fees are deemed to be payable, please charge our Deposit Account No. 20-1507.

Respectfully submitted,

TROUTMAN SANDERS, LLP

By:   
\_\_\_\_\_  
Jeri N. Sute  
Attorneys for Mueller Group, Inc. and Hersey  
Meters Co.

JNS/lrc

Enclosures

cc: George Bukuras, Esq.  
Mr. Leo Fleury  
Michael D. Hobbs, Jr., Esq.

**Trademark**

**TS MAIL ROOM: RETURN TO DOCKET CLERK 46<sup>TH</sup> FLR**

Reg./Ser. No.: 611,788  
942,585  
54,749

TS No.: 14581.9

Atty./Sec.: Jeri N. Sute/LRC

Applicant:

Hersey Meters Co.

Date:

May 1, 2002

Mark:

HERSEY, Stylized, RETRO-THRUST

Client:

Hersey Meters Co.

The following has been received in the U.S. Patent and Trademark Office on the date stamped hereon:

- |  |   |
|--|---|
| <input type="checkbox"/> TM § (a) App. with Specimen(s)  | <input type="checkbox"/> Stipulation                          |
| <input checked="" type="checkbox"/> International Classes 6 & 9  | <input type="checkbox"/> Registrant's Motion for Judgment     |
| <input type="checkbox"/> U.S. Class(es)  | <input type="checkbox"/> Ext. for Filing Opp. until           |
| <input checked="" type="checkbox"/> Assignment   | <input type="checkbox"/> Further Ext. for Filing Opp. until   |
| <input checked="" type="checkbox"/> Recordation Form Cover Sheet   | <input type="checkbox"/> Consent Motion to Suspend Proceeding |
| <input type="checkbox"/> Response O/A dated  | <input type="checkbox"/> Certificate of Service               |
| <input type="checkbox"/> Statement of Use  | <input type="checkbox"/> Schedule A                           |
| <input type="checkbox"/> Ext. for filing Statement of Use  | <input type="checkbox"/> Petition for Cancellation            |
| 1st <input type="checkbox"/> 2nd <input type="checkbox"/> Other <input type="checkbox"/>                                 | <input type="checkbox"/> Answer to Cancel Petition            |
| <input type="checkbox"/> Amd. O/A dated  | <input type="checkbox"/> Drawing Page                         |
| <input type="checkbox"/> Brief   | <input type="checkbox"/> Power of Attorney                    |
| <input type="checkbox"/> Affidavit <input type="checkbox"/> \$ 8 <input type="checkbox"/> \$ 15 <input type="checkbox"/> | <input type="checkbox"/> Return Postcard                      |
| <input type="checkbox"/> Renewal   | <input checked="" type="checkbox"/> Check #: 288290 \$115.00  |
| <input checked="" type="checkbox"/> Express Mail No.:  |   |

EL 755870345US



EL 755870345 US



**POST OFFICE TO ADDRESSEE**

*psb*

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PO ZIP Code	Day of Delivery <input type="checkbox"/> Next <input type="checkbox"/> Second	Flat Rate Envelope <input type="checkbox"/>	Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Date In	No. Day Year <input type="checkbox"/> 12 Noon <input type="checkbox"/> 3 PM	Postage \$	Mo. Day		
Time In <input type="checkbox"/> AM <input type="checkbox"/> PM	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Return Receipt Fee	Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Weight lbs. ozs.	Int'l Alpha Country Code	COD Fee Insurance Fee	Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
No Delivery <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday	Acceptance Clerk initials	Total Postage & Fees \$	<input type="checkbox"/> <b>WAVER OF SIGNATURE</b> (Domestic Only): Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.		
<b>CUSTOMER USE ONLY</b> METHOD OF PAYMENT: Express Mail Corporate Acct. No.			Federal Agency Acct. No. or Postal Service Acct. No.		
<b>FROM:</b> (PLEASE PRINT) PHONE ( ) Jeri N. Sute TROUTMAN SANDERS 600 PEACHTREE ST NE STE 5200 STE 5200 ATLANTA GA 30308-2216 Hersey Meters Co. - Recordation of Assignments HERSEY CL 6, RN 942,585; HERSEY Stylized CL 9, RN 54,749 HERSEY Stylized CL 9, RN 611,788, RETRO-THRUST CL 9, RN 957,278			<b>TO:</b> (PLEASE PRINT) PHONE ( ) Box Assignment - Fee Director - U. S. Patent and Trademark Office Washington, DC 20231		
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Mailing Label  
Label 11-F August 2000

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16847

INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
050102	05/01/02	FILINGS FEES FILINGS OF AN ASSIGNMENT	115.00
ANN M HOLMES			TOTAL 115.00

TROUTMAN SANDERS LLP - ATLANTA, GEORGIA  
404-885-3000

THIS DOCUMENT HAS A COLORED BACKGROUND AND INVISIBLE FLUORESCENT FIBERS - VIEW UNDER BLACK LIGHT

# TROUTMAN SANDERS LLP

ATTORNEYS AT LAW  
A LIMITED LIABILITY PARTNERSHIP  
BANK OF AMERICA PLAZA  
600 PEACHTREE STREET, N.E. - SUITE 5200  
ATLANTA, GEORGIA 30308-2216  
TELEPHONE: 404-885-3000  
FACSIMILE: 404-885-3900

CHECK NO. 288299

FIRST UNION NATIONAL BANK OF GEORGIA  
VALDOSTA, GEORGIA

64-975/612

CHECK DATE	CHECK NUMBER
05/01/02	288299

ONE HUNDRED FIFTEEN AND 00/100 DOLLARS

PAY TO THE ORDER OF

U.S. PATENT AND TRADEMARK OFFICE

AMOUNT  
\*\*\*\*\*115.00  
\$

TWO SIGNATURES REQUIRED OVER \$1,000.00  
VOID AFTER 60 DAYS

*Carl J. Sanders*

MP

MP

BLEED THROUGH NUMBERS SHOW ON BACK IN RED - MICROPRINT SIGNATURE LINE - MAGNIFY TO VIEW

⑈ 288 299 ⑈ ⑆ 06 1 20 9 7 5 6 ⑆ 20 7 9 9 0 0 0 3 0 1 4 1 ⑈



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WHEREAS, Assignor is the owner of all right, title and interest in and to the U.S. Registrations set forth on Schedule A; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer to Assignee the Marks and registrations set forth on Schedule A attached hereto; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:


1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.

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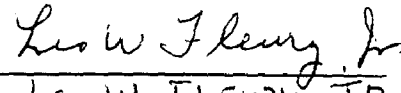
“ASSIGNOR”  
MUELLER GROUP, INC.

By:  
Name:  
Title:

  
\_\_\_\_\_  
GEORGE P. BUKURAS  
VICE PRESIDENT AND GENERAL COUNSEL

“ASSIGNEE”  
HERSEY METERS CO.

By:

  
\_\_\_\_\_  
Name: LEO W FLEURY, JR  
Title: AUTHORIZED AGENT

SCHEDULE A

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