

11-07-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



EET

11-7-02

TO: The Commissioner of Patents

102274939
Conveyance Type

ed original document(s) or copy(ies).

Submission Type

☒ New

☐ Assignment

☐ License

☐ Resubmission (Non-Recordation)
Document ID#

☐ Security Agreement

☐ Nunc Pro Tunc Assignment

☐ Correction of PTO Error
Reel # Frame #

☐ Merger

Effective Date
Month Day Year
11 1 2002

☐ Corrective Document
Reel # Frame #

☐ Change of Name

☒ Other Release

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name PNC Bank, National Association

Execution Date
Month Day Year
11 1 2002

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association

☐ Other

☐ State of Incorporation

Receiving Party

☐ Mark if additional names of conveying parties attached

Name MANSFIELD PLUMBING PRODUCTS LLC

DBA/AKA/TA (f/k/a Mansfield Management LLC)

Composed of

Address (line 1) 150 First Street

Address (line 2)

Address (line 3) Perrysville

Ohio USA

44864

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other LLC

☒ State of Incorporation

State of Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached.
(Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

11/07/2002 TDIAZ1 00000153 1926377

01 FC:8521
02 FC:8522

40.00 DP
425.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002611 FRAME: 0821

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Latham & Watkins

Address (line 1) Mishel Keta, Esq.

Address (line 2) Sears Tower, Suite 5800

Address (line 3) Chicago, Illinois 60606

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

312-993-9767

Name Latham & Watkins

Address (line 1) Mishel Keta, Esq.

Address (line 2) Sears Tower, Suite 5800

Address (line 3) Chicago, Illinois 60606

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Trademark Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

SEE EXHIBIT A

Registration
Number(s)

Number of Properties

Enter the total number of properties involved. #

18

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$465.00

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

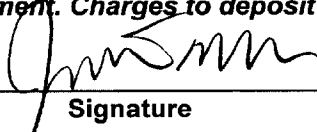
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph T. Maksey

Name of Person Signing

Signature

Date



11/6/02

SCHEDULE A
TO
RELEASE OF TRADEMARKS

TRADEMARK	REG. NO.	ISSUE DATE
ALTO	1,926,377	10/10/95
TORPEDO	1,541,431	5/30/89
QUANTUM	1,581,376	2/6/90
ALEUR	1,926,376	10/10/95
JET-FLUSH	0,911,153	4/13/71
CLARO	1,990,313	7/30/96
DURAFLO	1,911,243	8/15/95
WATERSAVER	1,678,403	3/10/92
MANSFIELD	1,989,723	7/30/96
MANSFIELD & DESIGN	2,049,549	4/1/97
MANSFIELD & DESIGN	1,024,614	11/11/75
MANSFIELD	0,600,900	1/18/55
SWIRL-WAY	1,994,614	8/20/96
AMBRIA	2,291,120	11/9/99
ANDIAMO	2,294,361	11/23/99
PRO-FIT	2,297,899	12/7/99
SENSACIA	2,297,898	12/7/99

United States Trademark Applications

TRADEMARK	APPLICATION NO.	FILING DATE
HAUTE CONFORT	75/689,170	4/21/99

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of November 1, 2002 by PNC Bank, National Association, as Agent ("PNC").

WHEREAS, PNC and Mansfield Plumbing Products LLC (f/k/a Mansfield Management LLC), a Delaware limited liability company, ("Borrower"), entered into that certain Amended and Restated Trademark and License Agreement (the "Trademark Agreement"), dated as of November 30, 2000;

WHEREAS, the Trademark Agreement granted PNC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Borrower to PNC (the "Obligations");

WHEREAS, PNC recorded the Trademark Agreement on January 4, 2001 at Reel 002206, Frame 0181 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that PNC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PNC hereby agrees as follows:

Effective upon receipt of the "Payout Amount" described in that certain Payoff Letter of PNC to Borrower dated as of the date hereof, PNC hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

PNC further agrees, at the sole cost and expense of Borrower, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, PNC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

**PNC BANK, NATIONAL ASSOCIATION,
AS AGENT**

By:



Doreen K. Casey
Vice President

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