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U.S. DEPARTMENT OF COMMERCE
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The J.R. Clarkson Company

12118102

- 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: 05/30/2002

2. Name and address of receiving party(ies)

Name: Reliance Worldwide Corporation

Internal

Address:

Street Address: 2400 Seventh Avenue S.W.

City: Cullman State: AL Zip: 35055

- 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) 74/380,909

B. Trademark Registration No.(s) 1,929,380

708,301 613,075

Additional number(s) attached Yes No

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

Name: Timothy J. Segers

Internal Address: Balch & Bingham LLP

P.O. Box 306

Birmingham, Alabama 35201

Street Address: 1901 Sixth Avenue North

Suite 2600

City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Timothy J. Segers

Name of Person Signing

Signature

December 10, 2002

Date

4

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

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

2/20/2002 TDIA21 00000149 74380909

! FC:8521
! FC:8522

40.00 OP
75.00 OP

TRADEMARK
REEL: 002637 FRAME: 0553

ASSIGNMENT OF TRADEMARKS

WHEREAS, THE J.R. CLARKSON COMPANY a Nevada corporation ("IP Seller"), has developed, conceived, acquired or otherwise owns certain intellectual property which includes: certain domestic and foreign trademarks, service marks, trade names, Internet domain names, trade dress, labels, logos and all other names and slogans associated with any products or embodying associated goodwill of the Business (as defined in Purchase Agreement), whether or not registered, and any applications or registrations therefor, and any associated goodwill incidental thereto, owned by IP Seller (collectively "TRADEMARKS"), including the right to use such TRADEMARKS in regard to products and services in classes not yet utilized but relating to the business of IP Seller, specifically being the registrations and applications for registration of the trademarks listed on Schedule 1.1.2(a)(ii) of the Asset Purchase Agreement by and among Tyco Valves & Controls LP, The J.R. Clarkson Company, Reliance Worldwide Corporation and GSA Group Pty Ltd. dated May 6, 2002 , and domain names identified in Schedule A attached hereto;


WHEREAS, IP Seller wishes to confirm the assignment of its entire interests in such TRADEMARKS to RELIANCE WORLDWIDE CORPORATION, a Delaware corporation ("Purchaser"), Purchaser wishes to confirm acceptance of the assignment of such TRADEMARKS, and IP Seller and Purchaser had previously agreed upon the terms of transfer in a mutually-executed Asset Purchase Agreement, dated May 6, 2002 (the "Purchase Agreement");

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

1. Be it known that effective May 31, 2002, for good and valuable consideration, the receipt of which is hereby acknowledged, IP Seller assigns and transfers to Purchaser all right, title and interest of IP Seller in and to said TRADEMARKS, including the right to seek and obtain for Purchaser's own benefit injunctive relief, recovery of damages for any future infringements, including enhanced damages and/or attorneys' fees for willful infringement.
2. IP Seller further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and transfer.
3. IP Seller further covenants that IP Seller will, upon Purchaser's request, promptly execute and deliver to Purchaser or its legal representative any and all further papers or instruments required to maintain and enforce said TRADEMARKS which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, IP Seller has executed this Assignment of Trademarks on this 30th day of May 2002.

THE J.R. CLARKSON COMPANY

By:  _____

Its: VICE PRESIDENT _____

ASSET PURCHASE AGREEMENT

by and among

TYCO VALVES & CONTROLS LP,

THE J.R. CLARKSON COMPANY

and

RELIANCE WORLDWIDE CORPORATION

GSA GROUP PTY LTD

May 6, 2002

Schedule 1.1.2(a)(ii)

Trademarks

1. CASH ACME and design (w/o "parallel lines" through swooshes) - US Reg. No. 1,929,380, Ser. No. 74/537,471, Int'l Class 007, 009, 011 (next renewal h 12/5/05)
2. CASH ACME and design (with "parallel lines" through swooshes) - US Ser. No. 74/380,909 (cancelled)
3. CASH ACME (word mark) US Reg. No. 708,301, Ser. No. 72/093,960, Int'l Class 006, 009 (next renewal 12/13/10)
4. ECONO-THERM (word mark) US Reg. No. 613,075, Ser. No. 71/644,286, Int'l Class 009 (next renewal 11/07/07)

Schedule A

www.cashacme.com