

07-16-2003

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2003) Tab settings



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HEET LY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Crane Plumbing LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Lasalle Bank National Association

Internal Address:

Street Address:

City: State: Zip:

- Individual(s) citizenship, Association National Banking Association, General Partnership, Limited Partnership, Corporation-State, 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 Patent, Trademark and License Mortgage

Execution Date: July 2, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) SEE ATTACHED SCHEDULE B

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A

Additional number(s) attached Yes No

1831061

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

Name: Tammy S. Settle

Internal Address:

Vedder, Price, Kaufman & Kammholz

Street Address: 222 N. LaSalle St., 24th Floor

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 65

7. Total fee (37 CFR 3.41): \$ 1,640.00

- Enclosed, Authorized to be charged to deposit account (Charge any deficiencies or credit any overpayment to the acct)

8. Deposit account number:

22-0259

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS FINANCIAL SECTION 703 JUL 14 AM 11:03

07/15/2003 DBYRNE 00000120 220259 1831061

DO NOT USE THIS SPACE

9. Statement of 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.

Tammy S. Settle

Name of Person Signing

Signature (Handwritten)

Date: July 8 2003

Total number of pages including cover sheet, attachments, and document: 26

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

PATENT, TRADEMARK AND LICENSE MORTGAGE**CRANE PLUMBING LLC and LASALLE BANK NATIONAL ASSOCIATION****SCHEDULE A****TRADEMARK REGISTRATIONS**

MARK	REGISTRATION NO.
ACADEMY	1,831,061
ARLINGTON	2,189,697
ARTESIAN	1,344,185
ASTER	2,440,668
ASTRA-LAV	1,821,185
AVON LITE	1,871,198
BATHROOM-TO-GO	2,411,066
BIGFOOT	2,084,884
BIRD DESIGN	1,650,700
CADET (STYLIZED)	555,469
CASCADE & DESIGN	1,018,433
CENTURY	1,831,062
CHELSEA	1,550,064
CLASSIC COLLECTION	2,362,942
COMFORTUB	1,020,146
CORA	2,687,718
CRANE PLUMBING	2,151,790
ECONOMISER	1,430,144
EL PASO	1,596,248
EURODOOR	2,067,803
FIAT & DESIGN	561,155
GALAXY PLUMBING PRODUCTS & DESIGN	1,139,443
GIBRALTAR	726,432
HARWICH	1,699,778
JUBILEE	1,188,546
LAGRANGE	1,899,755
LANSING	2,425,685
LAREDO	1,805,227
LAUNDRY TUB TO-GO	2,310,520
LONGVIEW	1,848,170
MOLDED-STONE	778,053
MONTEREY	726,433
NEPTUNE	564,389
PILOT	864,461
PREFERRED BY PROFESSIONALS	2,567,190
PREMIERE	2,120,131
RENOVATOR	2,200,360

MARK	REGISTRATION NO.
SAN ANGELO	1,894,589
SAN MARCOS	1,894,590
SANY	878,022
SANYMETAL	110,230
SANYMETAL	801,191
SCULPTRA	998,950
SEAGULL & DESIGN	1,062,703
SERV-A-SET & DESIGN	859,198
SERV-A-SINK & DESIGN	788,648
SHANGRI-LA	1,250,256
SHOWER-TO-GO	2,591,802
SIERRA	1,085,352
SKIPPER	551,814
STEAMSUITE COMBO	1,251,600
TOILET-TO-GO	2,365,531
TUF-FLOR	1,415,013
TUF-TUB	1,532,887

**PATENT, TRADEMARK AND LICENSE MORTGAGE
CRANE PLUMBING LLC and LASALLE BANK NATIONAL ASSOCIATION
SCHEDULE B
TRADEMARK APPLICATIONS**

MARK	APPLICATION NO.
PEDESTAL-TO-GO	75/177,442
THE BEST IDEA SINCE PLUMBING CAME INDOORS	75/899,166
READYPAK	78/086,174

PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of this 2nd day of July, 2003, by CRANE PLUMBING LLC, a Delaware limited liability company ("Mortgagor") in favor of LaSalle Bank National Association, a national banking association, as agent for the lenders party to the Loan Agreement (as defined below) ("Mortgagee"):

WITNESSETH:

WHEREAS, Crane Plumbing LLC, a Delaware limited liability company ("Crane"), NewArtesian Transportation Services Limited Partnership, an Illinois limited partnership ("NewArtesian"; and collectively with Crane, the "Borrowers"), the Lenders (as defined below) and Mortgagee are parties to a certain Loan and Security Agreement (as amended, modified or restated from time to time, the "Loan Agreement") and other related loan documents, each of even date herewith (collectively, with the Loan Agreement, the "Loan Documents"), which Loan Documents provide for (i) the lenders party to the Loan Agreement (the "Lenders") to extend credit from time to time to or for the account of Borrowers and (ii) the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses, if any; and

WHEREAS, in order to secure all of Mortgagor's Obligations (as such term is defined in the Loan Documents), the Lenders have required Mortgagor to execute this Mortgage in favor of Mortgagee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired, if any:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on

Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) no Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or License been canceled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) each Patent, Trademark and License material to the Mortgagor's business is valid and enforceable in all material respects;

(iii) Mortgagor (or together with subsidiaries of Mortgagor which have executed similar grants of security interest to Mortgagee) is the sole and exclusive owner of the entire and unencumbered right, title and interest as they may appear in and to each Patent,

of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before all Borrowers' Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Notwithstanding the foregoing, such provisions shall not apply with respect to any rights granted to Mortgagor under any License by any Person which does not permit the encumbrance of such rights. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses and

Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) no Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or License been canceled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) each Patent, Trademark and License material to the Mortgagor's business is valid and enforceable in all material respects;

(iii) Mortgagor (or together with subsidiaries of Mortgagor which have executed similar grants of security interest to Mortgagee) is the sole and exclusive owner of the entire and unencumbered right, title and interest as they may appear in and to each Patent,

Trademark and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons, except for the lien of this Mortgage, Permitted Liens and the terms of the documents evidencing or creating the Patents, Trademarks and Licenses;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks, except where such failure is not reasonably likely to have a Material Adverse Effect;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the corporate power and authorization to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until all Borrowers' Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under the Patents, Trademarks or Licenses, or enter into any other similar agreement with respect to the Patents, Trademarks or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would otherwise adversely affect the validity of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before all Borrowers' Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Notwithstanding the foregoing, such provisions shall not apply with respect to any rights granted to Mortgagor under any License by any Person which does not permit the encumbrance of such rights. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the payment in full of all Borrowers' Obligations and the termination of the Loan Documents. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Mortgagee hereby grants back to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7 outside of the ordinary course of business, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate upon receipt by Mortgagor of written notice of such termination from Mortgagee, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours, upon prior reasonable notice, and prior to payment in full of all Borrowers' Obligations and termination of the Loan Documents, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Mortgagee agrees to hold confidential and not disclose or use any information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Mortgage, the release of the mortgage herein and such reassignment of the Patents, Trademarks or Licenses, as applicable, unless such termination is due to an Event of Default.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of all Borrowers' Obligations and termination of the Loan Documents, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Loan Documents.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel

fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the amount of the Mortgagor's Obligations and shall bear interest at the rate for Revolving Loans.

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Borrowers' Obligations shall have been paid in full and the Loan Documents have been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee, except where consistent reasonably responsible business and legal practices and except where such failure is not reasonably likely to have a Material Adverse Effect.

12. Mortgagee's Right to Sue. After an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any

officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, (but without power to create personal liability for Mortgagor with third parties) with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Borrowers' Obligations shall have been paid in full and the Loan Documents have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois.

17. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Documents.

(Signature page follows)

(Signature Page to Patent, Trademark and License Mortgage)

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee, as of the date first written above.

CRANE PLUMBING LLC

By: CR/PL Management Co.,
Its: Manager

By: Reed L. Beidler
Name: Reed L. Beidler
Title: President

Agreed and Accepted as of the date first written above.

LASALLE BANK NATIONAL
ASSOCIATION, as Agent

By: Bernarda Lamy
Name: Bernarda Lamy
Title: First Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 2nd day July, 2003, by Reed L. Beidler personally known to me to be the President of CR/PL Management Co., the Manager of Crane Plumbing LLC on behalf of Crane Plumbing LLC.



Catherine Ho
Notary Public

My Commission expires:

8/1/06

THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Michael A. Nemeroff, Esq.
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Chicago, Illinois 60601

EXHIBIT A

PATENTS

Patent Report by Invention

Printed: 5/7/2003 Page

COUNTRY REFERENCE# TYP FILED SERIAL# ISSUED PATENT STATUS

BATHTUB SUPPORT AND SEALING FLANGE
UNITED STATES 03,061 NEW 3/20/1997 08/821,403 9/14/1999 5,950,370 ISSUED

EXHIBIT B

TRADEMARKS

Trademark Report by Country
Status: ACTIVE

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CANADA 452,237	ALLEGRIA			12/22/1995	452,237	REGISTERED	
411,583	BIRD DESIGN			4/23/1993	411,583	REGISTERED	
414,570	Bird Design			7/16/1993	414,570	REGISTERED	
148,467	CAPRICE			12/9/1966	148,467	REGISTERED	
419,909	CAPRICE			11/19/1993	419,909	REGISTERED	
305,250	CASCADE		305,250	10/4/1968	158,502	REGISTERED	19
509,327	CHEQUERS			3/15/1999	509,327	REGISTERED	
407,795	CHEQUERS and Design			2/5/1993	407,795	REGISTERED	
452,780	CIRRUS			1/5/1996	452,780	REGISTERED	
139,605	CITADEL			3/19/1965	139,605	REGISTERED	
436,329	CLEOPATRA			11/25/1994	436,329	REGISTERED	
450,282	CORA			1/25/2001	450,282	REGISTERED	
1,106,043	CORONETTE		6/11/2001		1,106,043	PENDING	
315,485	CRANADA			6/20/1986	315,485	REGISTERED	
442,267	CRITERION			4/28/1995	442,267	REGISTERED	
363,488	CULINET			11/10/1989	363,488	REGISTERED	
142,472	CUSH'N SEAL and Design			10/29/1965	142,472	REGISTERED	
471,622	DISTINCTION			2/25/1997	471,622	REGISTERED	
193,911	FIAT		193,911	1/13/1947	102,26279	REGISTERED	11

449,312	MAXIMA	10/27/1995	449,312	REGISTERED	00
332,778	MOLDED-STONE	1/21/1972	180,751	REGISTERED	
452,704	PHOENIX	1/5/1996	452,704	REGISTERED	
358,658	PHOENIX/PHENIX	7/21/1989	358,658	REGISTERED	
1,112,142	RADCLIFFE	8/7/2001	1,112,142	PENDING	
1,112,144	RETRO	8/7/2001	1,112,144	PENDING	
139,337	RONDO	2/26/1965	139,337	REGISTERED	
101/24132	SANYMETAL	1/21/1919	101/24132	REGISTERED	11
510,368	SERENA	4/1/1999	510,368	REGISTERED	
305,053	SERV-A-SINK	3/8/1968	155,864	REGISTERED	11
377,639	TIFFANY	12/21/1990	377,639	REGISTERED	
441,424	Triangle Design	3/31/1995	441,424	REGISTERED	
469,817	ULTIMA	1/28/1997	469,817	REGISTERED	
1,112,143	VICTORIAN	1,112,143	8/7/2001	PENDING	
459,494	WINSTON	6/14/1996	459,494	REGISTERED	

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UNITED STATES
 74/379,988 ACADEMY 183/061

74/379,988	ACADEMY	4/19/1993	74/379,988	4/19/1994	1,831,061	REGISTERED	06
75/098,711	ARLINGTON	5/6/1996	75/098,711	9/15/1998	2,189,697	REGISTERED	11
73/409,598	ARTESIAN	1/17/1983	73/409,598	6/25/1985	1,344,185	REGISTERED	11,19
75/909,740	ASTER		75/909,740	4/3/2001	2,440,668	REGISTERED	11
74/380,055	ASTRA-LAV	4/19/1993	74/380,055	2/15/1994	1,821,185	REGISTERED	11
74/471,650	AVON LITE	12/21/1993	74/471,650	1/3/1995	1,871,198	REGISTERED	11
75/445,813	BATHROOM-TO-GO	3/6/1998	75/445,813	12/5/2000	2,411,066	REGISTERED	11
75/045,948	BIGFOOT	1/19/1996	75/045,948	7/29/1997	2,084,884	REGISTERED	11
74/087,715	BIRD Design	8/14/1990	74/087,715	7/16/1991	1,650,700	REGISTERED	11
612,249	CADET (Stylized)	4/5/1951	612,249	2/26/1952	555,469	REGISTERED	11
23,348	CASCADE and Design		23,348	8/19/1975	1,018,433	REGISTERED	19
74/380,056	CENTURY	4/19/1993	74/380,056	4/19/1994	1,831,062	REGISTERED	06
73/760,439	CHELSEA	10/28/1988	73/760,439	8/1/1989	1,550,064	REGISTERED	11
75/469,431	CLASSIC COLLECTION	4/17/1998	75/469,431	6/27/2000	2,362,942	REGISTERED	11
72/466,388	COMFORTUB	8/23/1973	72/466,388	9/9/1975	1,020,146	REGISTERED	11
75/660,172	CORA	3/15/1999	75/660,172	2/18/2003	2,687,718	REGISTERED	11
75/140,377	CRANE PLUMBING	7/26/1996	75/140,377	4/21/1998	2,151,790	REGISTERED	11
73/611,820	ECONOMISER	7/28/1986	73/611,820	2/24/1987	1,430,144	REGISTERED	11
73/824,297	EL PASO	9/11/1989	73/824,297	5/15/1990	1,596,248	REGISTERED	11
2,067,803	EURODOOR			6/3/1997	2,067,803	REGISTERED	11
611,510	FIAT and Design	3/19/1951	611,510	7/8/1952	561,155	REGISTERED	11
1,139,443	GALAXY PLUMBING PRODUCTS and Design		n/a	9/9/1990	1,139,443	REGISTERED	11
116,492	GIBALTAR	3/27/1961	116,492	1/16/1962	726,432	REGISTERED	13

74/157,043	HARWICH	4/15/1991	74/157,043	7/7/1992	1,699,778	REGISTERED	11
261,939	JUBILEE	5/13/1980	261,939	2/2/1982	1,188,546	REGISTERED	11
74/272,508	LA GRANGE	5/5/1992	74/272,508	6/13/1995	1,899,755	REGISTERED	11
75/627,685	LANSING	1/26/1999	75/627,685	1/30/2001	2,425,685	REGISTERED	11
74/272,509	LAREDO	5/5/1992	74/272,509	11/16/1993	1,805,227	REGISTERED	11
75/449,428	LAUNDRY TUB TO-GO	3/9/1998	75/449,428	1/25/2000	2,310,520	REGISTERED	11
74/272,507	LONGVIEW	5/5/1992	74/272,507	8/2/1994	1,848,170	REGISTERED	11
185,377	MOLDED-STONE	1/27/1964	185,377	10/6/1964	778,053	REGISTERED	13
116,493	MONTEREY	3/27/1961	116,493	1/16/1962	726,433	REGISTERED	13
71/611,511	NEPTUNE	3/19/1951	71/611,511	9/23/1952	564,389	REGISTERED	11
75/177,442	PEDESTAL-TO-GO	10/7/1996	75/177,442			ALLOWED	11

REFERENCE# MARK FILED APPL# REGDT REG# STATU CLASSES

UNITED STATES continued . . .

291,573	PILOT	2/21/1968	291,573	2/4/1969	864,461	REGISTERED	11
76/237,434	PREFERRED BY PROFESSIONALS	4/5/2001	76/237,434	5/7/2002	2,567,190	REGISTERED	11
74/402,893	PREMIERE	6/18/1993	74/402,893	12/9/1997	2,120,131	REGISTERED	11
78/086,174	READYPAK	9/28/2001	78/086,174			ALLOWED	01,17
75/221,286	RENOVATOR	1/6/1997	75/221,286	10/27/1998	2,200,360	REGISTERED	11
74/272,510	SAN ANGELO	5/5/1992	74/272,510	5/16/1995	1,894,589	REGISTERED	11
74/272,511	SAN MARCOS	5/5/1992	74/272,511	5/16/1995	1,894,590	REGISTERED	11
72/269,217	SANY	4/14/1967	72/269,217	10/7/1969	878,022	REGISTERED	19
71/090,429	SANYMETAL		71/090,429	5/9/1916	110,230	REGISTERED	06
72/216,537	SANYMETAL	4/14/1965	72/216,537	1/4/1966	801,191	REGISTERED	06
73/001,341	SCULPTURA	9/19/1973	73/001,341	11/26/1974	0,998,950	REGISTERED	11
80080	SEAGULL and Design	5/6/1976	80,080	4/5/1977	1,062,703	REGISTERED	11
283,081	SERV-A-SET and Design	10/23/1967	283,081	10/29/1968	859,198	REGISTERED	19
204,898	SERV-A-SINK and Design	10/27/1964	204,898	4/27/1965	788,648	REGISTERED	11
373,667	SHANGRI-LA	7/8/1982	373,667	9/6/1983	1,250,256	REGISTERED	11
75/177,438	SHOWER-TO-GO	10/7/1996	75/177,438	7/9/2002	2,591,802	REGISTERED	11
093,458	SIERRA	7/14/1976	093,458	2/8/1977	1,085,352	REGISTERED	11
611,512	SKIPPER	3/19/1951	611,512	12/4/1951	0,551,814	REGISTERED	13
73/373,597	STEAMSUITE COMBO	7/8/1982	73/373,597	9/20/1983	1,251,600	REGISTERED	11
75/899,166	THE BEST IDEA SINCE PLUMBING CAME INDOORS	1/18/2000	75/899,166			ALLOWED	11
75/177,437	TOILET-TO-GO	10/7/1996	75/177,437	7/11/2000	2,365,531	REGISTERED	11
73/589,079	TUF-FLOOR	3/20/1986	73/589,079	10/28/1986	1,415,013	REGISTERED	11

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REGISTERED

EXHIBIT C

LICENSE AGREEMENTS

License Agreement entered into as of July 10, 1998 between Universal-Rundle Corporation and Crane Plumbing LLC (formerly known as CR/PL, L.L.C.), a copy of which is attached hereto.

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of the 10th day of July, 1998, by and between Universal-Rundle Corporation, a Delaware corporation, with offices located at 1235 Hartrey Avenue, Evanston, Illinois 60202 (hereinafter "Licensor") and CR/PL, L.L.C., a Delaware limited liability company, with offices located at 1235 Hartrey Avenue, Evanston, Illinois 60202 (hereinafter "Licensee").

WHEREAS, Licensor is the owner of the trademarks, trade names, patents and/or other personal property, powers, rights and privileges set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Licensed Assets"); and

WHEREAS, Licensee desires to license the exclusive right to use the Licensed Assets from Licensor upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements herein contained, the parties hereby agree as follows:

1. License of Licensed Assets. Licensor hereby grants, bargains, sells and conveys to Licensee an exclusive license to use the Licensed Assets in the ordinary course of the business of Licensee for the term, for the consideration, and upon the covenants, terms and conditions hereinafter set forth.

2. Rates and Charges. Licensee agrees to compensate Licensor for the use of the Licensed Assets at the rates and charges (collectively, "Rates and Charges") set forth on Exhibit B attached hereto and made a part hereof. Rates and Charges shall be prorated for any partial calendar year. All payments of Rates and Charges shall be payable annually in advance, on or before the first day of each and every year during the term or term as extended, in legal tender for private and public debts in the United State of America. In addition, all payments of Rates and Charges shall be made payable to the order of the Universal-Rundle corporation, 1235 Hartrey Avenue, Evanston, Illinois 60202, or to the order of such other person, firm or corporation and at such address as may be designated from time to time in writing by Licensor.

3. Term. The term of this Agreement shall commence on July 10, 1998 and end on June 30, 2008, unless sooner terminated as hereinafter set forth. For purposes hereof, the first year of this Agreement shall commence on July 10, 1998 and terminate on June 30, 1999. Each year thereafter during the term shall commence on the day immediately following the last day of the preceding year and shall continue for a period of twelve (12) full calendar months, unless earlier terminated pursuant to the terms hereof.

4. Option to Renew.

(a) Licensee shall have ten (10) options to extend the term of this Agreement. Each option ("Option") shall be for an additional period of five (5) years, such extended terms to begin upon the expiration of the original term or extended term (as applicable) of this Agreement upon the same terms and conditions, except that the Rates and Charges shall be determined as

hereinafter set forth and except further that there shall be no additional options. Said options shall be deemed automatically waived and of no force and effect, unless Licensee gives notice to Licensor no later than one hundred eighty (180) days prior to the expiration of the original term or any extended term (as applicable) of its decision to exercise the appropriate option. Each of said options is conditioned on Licensee not being in default under this Agreement at the time of the exercise of the option and at the time of commencement of the option term. The exercise of each option is also conditioned on the valid and effective exercise of all previous options.

(b) The Rates and Charges during each option term shall be in each case the fair market value Rates and Charges for the Licensed Assets at the commencement of the appropriate option term as determined in good faith by the parties within sixty (60) days of the exercise of the appropriate option by Licensee. If the parties in good faith cannot agree on the then fair market value Rates and Charges within said time period, the parties shall promptly submit the dispute to arbitration by the American Arbitration Association, whose determination of the then fair market value Rates and Charges shall govern. The cost of arbitration shall be borne equally by the parties unless the arbitrator finds that the failure of the parties to agree was caused by a lack of good faith on the part of one of the parties, in which case such party shall pay the full cost of the arbitration.

5. Insurance. At all times during the term (and extended term) of this Agreement, Licensee shall provide and maintain, at Licensee's sole cost and expense, the following:

A. Commercial or comprehensive general public liability insurance against claims and liability for personal injury, property damage or death occurring on or about or in connection with the Licenses, with limits of liability of not less than Two Million Dollars (\$2,000,000.00) for liability arising out of any one occurrence.

B. With respect to each such policy, Licensee shall name Licensor and any other parties as Licensor shall from time to time designate as additional insureds.

6. Indemnification. Unless due to the intentional misconduct or gross negligence of Licensor or Licensor's agents or employees, Licensee agrees to indemnify and hold harmless Licensor and its officers, directors, employees and agents from and against any and all liability, claims, demands, suits, judgments, loss, costs or expense of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with Licensee's use of the Licensed Assets under this Agreement.

Unless due to the intentional misconduct or gross negligence of Licensee or Licensee's agents or employees, Licensor agrees to indemnify and hold harmless Licensee and its members, managers, employees and agents from and against any and all liability, claims demands, suits, judgments, loss, costs or expense of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with Licensor's title to the Licensed Assets under this Agreement.

7. Termination. In the event either party fails to perform its obligations under this Agreement, the other party may, without prejudice or waiver of any other legal rights or remedies for such breach, terminate this Agreement upon thirty (30) days' prior written notice

unless, in the case of a nonmonetary default, the defaulting party diligently begins to cure such failure or breach within said thirty (30) days' period and diligently cures such failure or breach within thirty (30) days of such notice.

8. Notices. All notices to be given by one party to the other under this Agreement shall be in writing, mailed or delivered as follows:

To Licensee: CR/PL, L.L.C.
1235 Hartrey Avenue
Evanston, IL 60202
Attention: Reed L. Beidler

With a Copy to: Jeffery S. Taylor, Esq.
Levun, Goodman & Cohen
500 Skokie Blvd., Suite 650
Northbrook, IL 60062

To Licensor: Universal-Rundle Corporation
1235 Hartrey Avenue
Evanston, IL 60202
Attention: Reed L. Beidler

With a Copy to: Jeffery S. Taylor, Esq.
Levun, Goodman & Cohen
500 Skokie Blvd., Suite 650
Northbrook, IL 60062

or to such other address designated by written notice sent to the other party. Mailed notices shall be sent by United States certified or registered mail, postage prepaid. Such notices shall be deemed to have been given by posting in the United States mail.

9. Miscellaneous.

(a) This Agreement and the rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the respective parties hereto and their successors or assigns.

(b) Any party hereto may enforce this Agreement by appropriate legal action and should said party finally prevail in such litigation, such party shall recover as part of its costs, all reasonable attorneys' fees, all court costs, and all other reasonable costs of litigation.

(c) If any provision of this Agreement or portion hereof shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be construed in accordance with the laws of the State of Illinois.

10. Right to Terminate.

A. If either of the trade names licensed herein becomes unsuitable for Licensee's business, then:

1. If Licensee so notifies Licensor in writing, and within six (6) months of such notice, Licensee and Licensor agree to delete said trade name and to revise the Rates and Charges, this Agreement shall continue as amended in writing.

2. If Licensee so notifies Licensor in writing, and within six (6) months of such notice, the parties cannot agree to delete said trade name or to revise the Rates and Charges, either party may terminate this Agreement on the last day of the month specified in a notice in writing given after the expiration of the aforesaid six (6) month notice.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

LICENSEE:

CR/PL, L.L.C., a Delaware limited liability company

BY: 
Its Manager

LICENSOR:

Universal-Rundle Corporation, a Delaware corporation

BY: 
Its President

EXHIBIT B

LIST OF RATE AND CHARGES

Annual

\$100,000

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