

07-08-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC 102491059 TRADEMARKS ONLY

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):

AGA Foodservice Group PLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other United Kingdom Public Limited Company

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

2. Name and address of receiving party(ies)

Name: Glynwed Pipe Systems Limited Internal Address: Headland House Street Address: New Coventry Road

City: Sheldon State: Zip: Birmingham B26 3AZ ENGLAND Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State

Other United Kingdom Public Limited Company 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: February 27, 2003

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

A. Trademark Application No.(s) 76/182,008 - ULTRAGRIP+

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Bruce J. Rose, Esq. Alston & Bird LLP Internal Address: Bank of America Plaza

Street Address: 101 S. Tryon Street, Suite 4000

City: Charlotte State: NC Zip: 28280-4000

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account If additional fees needed

8. Deposit account number:

16-0605

FINANCE SECTION

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9. Signature.

40.00 OP

Bruce J. Rose

Name of Person Signing

Signature

Signature

6/26/03

Date

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

9

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

AGREED FORM

DATED 27 FEBRUARY 2003

AGA FOODSERVICE GROUP plc

and

GLYNWED PIPE SYSTEMS LIMITED

TRADE MARK ASSIGNMENT DEED

ALLEN & OVERY

LONDON
CO:807927.6

CO:807927.6

THIS DEED OF ASSIGNMENT is made on *27 February* 2003 between:

- (1) **AGA FOODSERVICE GROUP plc** (registered number 354715) whose registered office is at Headland House, New Coventry Road, Sheldon, Birmingham B26 3AZ (the "Assignor");
and
- (2) **GLYNWED PIPE SYSTEMS LIMITED** (registered number 1698059) whose registered office is at Headland House, New Coventry Road, Sheldon, Birmingham B26 3AZ (the "Assignee").

BACKGROUND:

- (A) The Assignor is the registered proprietor of the trade marks listed in the Schedule (the "Trade Marks").
- (B) By a share sale agreement dated 21st January 2001 (the "Share Sale Agreement") the Assignor has agreed to sell, or procure the sale of, the Shares (as defined therein) to Etex Group S.A.
- (C) Under the terms of the Share Sale Agreement the Assignor has agreed to transfer the Trade Marks to the Assignee.
- (D) The parties now wish to assign the Trade Marks by means of this trade mark assignment.
- (E) It is the intention of the parties that this document be executed as a Deed.

IT IS AGREED:

- 1. In consideration of the sum of £1 (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee all its right, title and interest in the Trade Marks and owned by the Assignor free of all liens, charges, options and encumbrances.
- 2. This assignment includes all rights, privileges and advantages relating to the Trade Marks including, without limitation, the right of the Assignee to bring action and claim relief in respect of any infringement or unauthorised use of the Trade Marks whether occurring before or on the date of this assignment.
- 3. The Assignor agrees, at the request of the Assignee, to provide all assistance which the Assignee reasonably considers necessary in connection with bringing or defending any

proceedings in relation to the Trade Marks. The Assignee shall pay all reasonable out of pocket expenses incurred by the Assignor in providing the assistance.

4. The Assignor agrees, at the request of the Assignee, to execute any documents and to do all things, in accordance with costs provisions of sub-clause 21(9) of the Share Sale Agreement, which may in the reasonable view of the Assignee be necessary to give effect to this assignment, including, but not limited to, effecting registration of the assignment at the UK Patent Office.
5. The Assignee acknowledges that the Assignor does not give any indemnity, guarantee, representation or warranty in respect of the Trade Marks in this assignment.
6. This assignment is governed by English law and the parties submit to the exclusive jurisdiction of the English courts for all purposes relating to this assignment. The Assignee appoints Marley Ltd of 1 Suffolk Way, Sevenoaks, Kent, TN13 1SD (or such other member of the Assignee's Group which is a company incorporated in England and Wales and which the Assignee may subsequently notify to the Assignor in accordance with this assignment) as its agent for service of process, such service to be marked "for the attention of the Company Secretary".

SCHEDULE

REGISTERED TRADE MARKS

TRADE MARK	COUNTRY	CLASS(ES)	NUMBER	DATE
DURAFITTING	BENELUX	17	24385	20/04/71
FLEXGRIP	BENELUX	6, 17, 19	539959	27/07/93 <i>to be page</i>
DURAPIPE SUPERFLO ABS	CTM	17	1280973	17/08/99
FLANGEFAST	CTM	6	1987270	06/12/00
FLEXGRIP	DENMARK	6, 17, 19	2056311	14/01/93
DRAGON	UK	20	2168073	30/05/98

TRADE MARK APPLICATIONS

TRADE MARK	COUNTRY	CLASS(ES)	NUMBER	DATE
ULTRAGRIP+	CANADA	6, 17, 19	1089320	08/09/00
ULTRAGRIP+	USA	6	76/182008	15/12/00

IN WITNESS of which each of the parties has executed this assignment as a deed.

EXECUTED as a deed by)
AGA FOODSERVICE GROUP plc)
acting by Director)
and Director/Secretary)

W. McBratt /
Shawn Smith

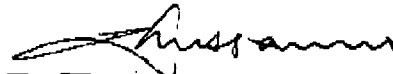
EXECUTED as a deed by)
GLYNWED PIPE SYSTEMS LIMITED)
acting by Director)
and Director/Secretary)

Susan M. Dai
[Signature]

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Bruce J. Rose, a member of the Bar of the State of North Carolina, and a member of the firm of ALSTON & BIRD LLP, Bank of America Plaza, 101 South Tryon Street, Suite 4000, Charlotte, North Carolina 28280-4000, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

Glynwed Pipe Systems Limited



By: DSAMUSCAVE
Title: DIRECTOR

This the 29th day of April, 2003.

CLT01/4578702v1