

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):
Mansfield Plumbing Products, 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

3 Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other ** see Box 9 Below

Execution Date: September 24, 2002

2. Name and address of receiving party(ies)
Name: Mansfield Plumbing Products, Inc
Internal Address: _____
Street Address 150 First Street
City Perrysville State OH Zip 44864

individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of 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 assignments) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s)
A Trademark Application No (s) _____

Additional number(s) attached Yes No

B Trademark Registration No (s) See attached
Schedule A _____

5 Name and address of party to whom correspondence concerning document should be mailed
Name Donald J. Bobak, Esq
Internal Address: _____

Street Address First National Tower - 4th Floor

City Akron State OH Zip 44308

6 Total number of applications and registrations involved 10

7 Total fee (37 CFR 3.41) \$ 265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number.
18-0987

DO NOT USE THIS SPACE

9 Signature **Corrected Assignment and Cover Sheet, previously recorded at Reel/Frame 002556/0864. The required corrections are to the corporate citizenship of the Assignor, which is a Delaware Limited Liability Company

Donald J. Bobak, Esq Donald J. Bobak January 8, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document 5

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

CH \$265.00 180987 0600900

SCHEDULE A

Registration Number	Mark	Registration Date
600,900	MANSFIELD	01/18/55
1,024,614	MANSFIELD & Design	11/11/75
1,541,431	TORPEDO	05/30/89
1,581,376	QUANTUM	02/06/92
1,678,403	WATERSAVER	03/10/95
1,911,243	DURAFLO	08/15/95
1,926,377	ALTO	10/10/95
1,926,376	ALEUR	10/10/95
1,990,313	CLARO	07/30/96
2,049,549	MANSFIELD	04/01/97

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

FORM PTO-1594
(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No 0651-0011 (exp 4/94)

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

1. Name of conveying party(ies):
Mansfield Plumbing Products, LLC

Individual(s) Association
 General Partnership Limited Partnership
 ~~Corporation - State of Delaware~~ *QJB*
 Other **Delaware Limited Liability Company** *1-8-04*

2. Name and address of receiving party(ies)

Name: Mansfield Plumbing Products, Inc.

Internal Address

Street Address: 150 First Street

City: Perrysville State: OH ZIP: 44864

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State of 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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 24, 2002

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

A. Trademark Application No (s) B. Trademark registration No (s)

See Attached Schedule A

Additional numbers attached? Yes No

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

Name: Donald J. Bobak
Renner, Kenner, Greive, Bubak, Taylor & Weber

Internal Address

Street Address: First National Tower - 4th Floor

City: Akron State: OH ZIP: 44308-1456

Fax: (330) 376-9646 Phone: (330) 376-1242

6. Total Number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$400.00

Enclosed
 Authorized to be charged to deposit account (any fee deficiency)

8. Deposit Account Number: 18-0987

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

DO NOT USE THIS SPACE

9. 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

Donald J. Bobak *Donald J. Bobak* Oct. 3, 2002
 Name of Person Signing Signature Date

MSF C US062
MSF, LLC to MSF, Inc.

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231
 or by
 Facsimile: 703-306-5995

TRADEMARK ASSIGNMENT RECORDAL AGREEMENT

THIS AGREEMENT is made, *nunc pro tunc*, the 30th day of November, 2000, by and between **Mansfield Plumbing Products, LLC**, a ^{Delaware Limited Liability Company} ~~corporation of the State of Delaware~~ and having its registered office at 150 First Street, Perrysville, Ohio 44864, hereinafter identified as the "ASSIGNOR"; and,

QJB
1-9-04

Mansfield Plumbing Products, Inc., a corporation of the State of Delaware and having its registered office at 150 First Street, Perrysville, Ohio 44864, hereinafter identified as the "ASSIGNEE."

Witnesseth:

Whereas, ASSIGNOR is the sole and exclusive owner of the entire right, title, and interest in and to the trademarks and registrations noted on the attached Schedule A;

Whereas, ASSIGNEE desires to obtain the entire right, title and interest in and to said trademarks and the registrations therefor and has prepared this Trademark Assignment.

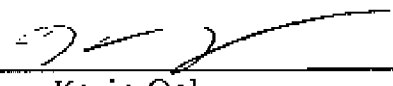
Now, therefore, to all whom it may concern:

Be it known that in consideration of the sum of ten Dollars (\$10.00), and other good and valuable consideration paid by ASSIGNEE TO ASSIGNOR, the receipt of which is hereby expressly acknowledged, ASSIGNOR has sold, assigned and transferred, and does hereby sell assign, assign and transfer to ASSIGNEE, *nunc pro tunc*, and its successors and assigns, the entire right, title and interest in and to said trademarks and registrations therefor, and any renewals thereof, together with the goodwill of the business symbolized by said trademarks and the registrations thereof, as well as all claims for

damages or profits by reason of past infringement of said trademarks, the application and the registrations therefor, and the right to sue for and collect the same.

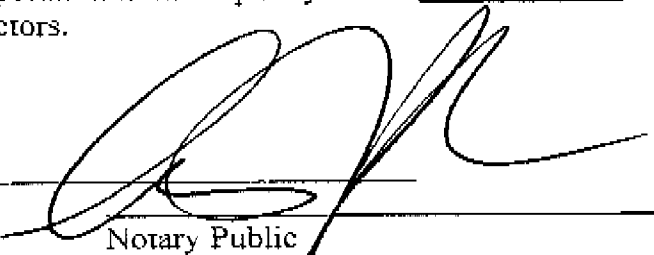
In witness whereof, ASSIGNOR has caused this instrument to be executed by one of its corporate officers this 24th day of September, 2002, *nunc pro tunc*, the 30th day of November, 2000, at Perrysville, Ohio.

Mansfield Plumbing Products, LLC
ASSIGNOR

by 
Name: Kevin Oak
Title: ~~CEO~~ President

STATE OF OHIO)
) ss
COUNTY OF Ashland)

On this 24th day of September, 2002, before me, a Notary Public for the county and State aforesaid, personally appeared Kevin Oak, to me known, who being by me duly sworn, did depose and say that: he is currently the ~~CEO~~ President of assignor, the corporation described in the foregoing instrument, and was on November 30, 2000, the Vice President of assignor who acknowledged that he did sign the foregoing instrument as the free act and deed of himself personally and as the act of said corporation in his capacity as the ~~CEO~~ President of said corporation by authority of its Board of Directors.


Notary Public
My Commission Does Not Expire

ANDREA KOCHENSPARGER
Attorney, At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

MSF.C.US0062
MSF, LLC to MSF, Inc