

08-06-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

8-1-03 RE

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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): Moen Incorporated
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: DBHL, Inc.
Internal
Address:
Street Address: 4700 W. 160th Street
City: Cleveland State: OH Zip: 44135
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Ohio
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
Execution Date: 11/29/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1818863, 1794842
1380295, 2560020, 1807335
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Monica S. Verma, Esq.
Internal Address: Baker & Hostetler LLP
Street Address: 3200 National City Center
1900 East 9th Street
City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41) \$ 140.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 02-0396

DO NOT USE THIS SPACE

9. Signature.
Monica S. Verma
Name of Person Signing
Signature
Date 07/30/03
Total number of pages including cover sheet, attachments, and document: 10

06/05/2003 DAYTIME 00000144 1818863
40.00 DP
100.00 DP

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

TRADEMARK
REEL: 002795 FRAME: 0409

OFFICE OF PUBLIC RECORDS
2003 AUG - 1 AM 11:03
FINANCE SECTION

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of November 29, 2002 (this "Assignment") by and between MOEN INCORPORATED, a Delaware corporation headquartered at 25300 Al Moen Drive, North Olmsted, OH 44070 (together with its successors and permitted assigns, "Assignor"), and DBHL, INC., an Ohio corporation headquartered at 4700 W. 160th Street, Cleveland, Ohio 44135 (together with its successors and permitted assigns, "Assignee").

RECITALS:

WHEREAS, Assignor and its subsidiaries are and have been engaged in the Business (as such term is defined in the Purchase Agreement (as defined below)).

WHEREAS, Assignor, Moen Sonora S.A. de C.V., a Mexican corporation and subsidiary of Assignor, Assignee and Dearborn HL, S. de R.L. de C.V, a Mexican corporation and subsidiary of Assignee, have entered into that certain Asset Purchase Agreement dated as of September 30, 2002 (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Purchase Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Assets (as defined in the Purchase Agreement), including the Transferred Intellectual Property (as such term is defined in Section 1.1.7 of the Purchase Agreement) pertaining thereto.

WHEREAS, those certain trademarks and service marks described on Schedule A hereto (collectively, the "Registered Trademarks"), and those certain marks described on Schedule A hereto for which applications for registration are pending (the "Pending Trademarks" and, together with the "Registered Trademarks", the "Trademarks") are owned and used by Assignor exclusively in the operation of the Business.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, the Trademarks, together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States, its territorial possessions and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, together with all goodwill associated with such Trademarks;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

(c) All rights corresponding to the Trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.

6. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Purchase Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. Defined terms with initial

capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

MOEN INCORPORATED

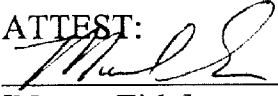
("Assignor")

By: 

Name: Richard E. Posey

Title: President & CEO

ATTEST:

 VP New Business Development

[Name, Title]

DBHL, INC.

("Assignee")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

MOEN INCORPORATED
("Assignor")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

DBHL, INC.
("Assignee")

By: Gary A. Oatey

Name: Gary A. Oatey

Title: President

ATTEST:

Lawrence O. Cantrell
Lawrence O. Cantrell, Secretary

STATE OF Ohio)

COUNTY OF Lorain)

SS:

On this 25 day of November, 2002 before me appeared Richard E. Posey,
the person who signed this instrument, who acknowledged that he/she signed it on behalf of the
identified corporation with authority to do so.


Doni A. Zahorec
Notary Public

My commission expires:

04-03-07

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

On this 29 day of November, 2002 before me appeared Gary A. Oatey, the person who signed this instrument, who acknowledged that he signed it on behalf of the identified corporation with authority to do so.


Notary Public

My commission expires:

SHEILA A. MAIO, Notary Public
STATE OF OHIO - CUYAHOGA COUNTY
My Commission Expires Oct. 17, 2005

SCHEDULE A

Title	Country Matter Status	Serial Number / TM Number	Filing Date Grant Date
<u>DEARBORN BRASS</u>			
DEARBORN BRASS	US	74/295,855	07/20/1992
	Issued	1,818,863	02/01/1994
db	US	74/295,856	07/20/1992
	Issued	1,794,842	09/28/1993

<u>HOOV-R-LINE</u>			
HOOV-R-LINE	US	73/545,168	06/26/1985
	Issued	1,380,295	01/28/1986
HOOV-R-LINE	Argentina Pending	2332621	03/28/2001
HOOV-R-LINE	Bolivia Pending	20834	03/22/2001
HOOV-R-LINE	Brazil Pending	823685357	03/26/2001
HOOV-R-LINE	Canada Pending	1,101,908	05/08/2001
HOOV-R-LINE	Chile	522.409	03/27/2001
	Issued	608.877	11/19/2001
HOOV-R-LINE	Colombia	01.024.769	03/28/2001
	Issued	247798	11/01/2001
HOOV-R-LINE	Costa Rica	4187-7978	03/27/2001
	Issued		09/19/2001
HOOV-R-LINE	Dominican Republic Mailed		
HOOV-R-LINE	Ecuador Pending	112672	04/06/2001
HOOV-R-LINE	El Salvador Pending	E-12774-2001	04/02/2001

Title	Country Matter Status	Serial Number / TM Number	Filing Date Grant Date
HOOV-R-LINE	Guatemala	2216-2001	04/03/2001
	Issued	113254	10/02/2001
HOOV-R-LINE	Honduras	1397-01	04/04/2001
	Issued	83.068	11/13/2001
HOOV-R-LINE	Mexico Pending	478343	03/29/2001
HOOV-R-LINE	Nicaragua	2001/01005	03/22/2001
	Issued	52.125	12/19/2001
HOOV-R-LINE	Panama Pending	115,997	07/19/2001
HOOV-R-LINE	Paraguay	6501/2001	03/23/2001
	Issued	240481	10/23/2001
HOOV-R-LINE	Uruguay	332.377	06/28/2001
	Issued	332.377	11/15/2001
HOOV-R-LINE	Venezuela Pending	2001-4695	03/22/2001
NEXGEN	US	76/027,787	04/17/2000
	Issued	2,560,020	04/09/2002
NEXGEN	Canada Pending	1,072,092	08/22/2000

WRIGHTWAY

WRIGHTWAY	US	74/330,869	11/13/1992
	Issued	1,807,335	11/30/1993
BUBBLE-STREAM	Canada	0242148	8/26/1957
	Issued	TMA116,655	1/22/1960

BAKER
&
HOSTETLER LLP
COUNSELLORS AT LAW

3200 NATIONAL CITY CENTER • 1900 EAST 9TH STREET • CLEVELAND, OHIO 44114-3485 • (216) 621-0200 • FAX (216) 696-0740

MONICA S. VERMA
WRITER'S DIRECT DIAL NUMBER (216) 861-7370
E-MAIL: MVERMA@BAKERLAW.COM

August 1, 2003

VIA EXPRESS MAIL *EL843455814 US*

Director of US Patent and Trademark Office
P.O. Box 1450 Assignments
Alexandria, VA 22313-1450

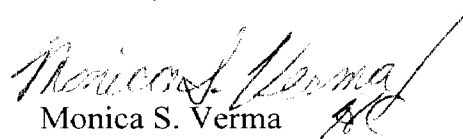
Re: Recordation of Assignment of Trademark Registration Nos. 1818863, 1794842, 1380295, 2560020, and 1807335 from Moen Inc. to DBHL, Inc.

Dear Madam:

Enclosed for recordation is an assignment for the Trademarks listed on the enclosed Recordation Form Cover Sheet. Our firm's check in the amount of \$140.00 is enclosed to cover filing fees. If additional funds are needed, please withdraw the amount needed from our deposit account no. 02-0396.

If you have any questions regarding this matter, please contact me.

Sincerely,


Monica S. Verma

Enclosures

cc: Peter Van Euwen, Esq.

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