

FORM PTO-1594 (Modified)  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Plumbing Holding, Inc. (a Texas Corporation)

2. Name and address of receiving party(ies):

Plumbmaster, Inc.  
360 Hamilton Avenue  
Suite 425  
White Plains, NY 10601

3. Nature of conveyance:

- Assignment             Merger  
 Security Agreement     Change of Name  
 Other:

Execution Date: January 2, 2004

Effective Date: January 2, 2004

- Individual(s) citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State: Delaware  
 Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached:  Yes;  No

(Designations must be a separate document from Assignment)

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

78/270,916      76/258,276

B. Trademark Registration No.(s):

2,047,771	2,587,786
2,676,393	2,498,400
2,597,339	2,198,719

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

Catherine R. Howell  
Attn: TMSU  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

Telephone: 202-739-5652  
Facsimile: 202-739-7001  
E-Mail: [chowell@morganlewis.com](mailto:chowell@morganlewis.com)

6. Total number of applications and registrations involved: 8

7. Total fee (37 C.F.R. § 3.41) \$215.00

Check enclosed.

Authorized to charge above fee and any overpayments/deficiencies to deposit account.

8. Deposit account number:

13-4520

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.

Catherine R. Howell, Paralegal  
Name of Person Signing

  
Signature

February 18, 2004  
Date

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

OMB No. 0651-0011 (exp. 4/94)

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LEGAL DEPT

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TRADEMARK ASSIGNMENT

This Trademark Assignment effective as of the 2nd day of January, 2004, by Plumbing Holding, Inc., a Texas corporation formerly known as Plumbmaster, Inc., having a principal business address at 2727 Chemsearch Boulevard, Irving, Texas 75062 ("Assignor"), in favor of Plumbmaster, Inc., a Delaware corporation, having its principal place of business at 360 Hamilton Avenue, Suite 425, White Plains, New York 10601 ("Assignee").

Background

Assignor is the owner of, or possesses adequate and enforceable license or other rights to use, the marks listed on the attached Schedule A (the "Marks"), the federal and state registrations and applications therefor, and the goodwill developed through the use of the Marks.

Assignee is desirous of acquiring all rights to the Marks, the applications, and the registrations therefor.

This instrument is being executed and delivered pursuant to Section 3.2(a)(xi) of that certain Asset Purchase Agreement dated as of October 31, 2003 by and between Assignor and Assignee.

Assignment


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor intending to be legally bound hereby, does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title, interest in and to the Marks (including, without limitation, all rights to sue for and receive all damages accruing from past, present and future infringements of the Marks) and the registrations and pending applications therefor as identified on Schedule A, together with the goodwill of the transferred business assets in connection with the Marks (the "Goodwill"), the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. The Goodwill, to which the Marks pertain, has been transferred contemporaneously herewith in a separate asset purchase agreement.

2. Assignor hereby agrees to execute and deliver any additional documents, at no cost to Assignor, that Assignee reasonably determines may be necessary, or that may be required under federal or international law, to give effect to and record Assignee's ownership of any intellectual property rights in the Marks. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including, without limitation, the Register of Trademarks of the United States, to record Assignee as the assignee and owner of any and all Assignor's rights in the Marks.

IN WITNESS WHEREOF, the undersigned officer of Assignor has caused this instrument to be duly executed and delivered as of the date first set forth above.

PLUMBING HOLDING, INC.

By:   
Name: MATT OLDROYD  
Title: PRESIDENT

Feb-11-2004 09:39am From-PLUMBMASTER

+18003229499

T-904 P.005/006 F-622

ACKNOWLEDGED AND ACCEPTED  
this 2nd day of January, 2004

PLUMBMASTER, INC.

By   
Name: Lloyd W. Coppedge  
Title: President

Feb-11-2004 09:39am From-PLUMMASTER

+18003229499

T-904 P.006/006 F-622

**SCHEDULE A**

<u>Trademarks and ServiceMarks:</u>	<u>Reg #:</u>	<u>Country</u>	<u>Application #</u>
GATORSKIN	2,047,771	United States	
GATORSKIN		United States	78/270,916
F&M	511880	Mexico	
PLUMMASTER	1610365	France	
PLUMMASTER	528458	Mexico	
PLUMMASTER	2,587,786	United States	
PLUMMASTER	2,676,393	United States	
PLUMMASTER	2,498,400	United States	
PLUMMASTER	2,597,339	United States	
SUPPLY AMERICA	2,198,719	United States	
WAREHOUSE SHOPPER		United States	76/258,276

**UNREGISTERED TRADEMARKS:**

- First Choice
- Tagline: Plumbmaster Relates... Recognizes... Responds
- Ram-Seal
- Stock EZ Kits
- Draynamite
- Zyme
- Vandal-Off
- Loose-N
- Silencer

1-PH/1958743.1