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11/24/03



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To the Honorable Commissioner of Patents & Trademarks

102610241

3 original documents or copy thereof.

Name of conveying party(ies):

Wilmington Trust Company, as Corporate Trustee

Name and address of receiving party(ies)

Name: See attached list

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other

Internal Address:

Street Address: 777 S. Fladler Dr.

City: West Palm Beach State: FL ZIP: 33401

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Release of Security Interest in

Intellectual Property

Execution Date: July 15, 2003

Individual(s) citizenship

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

11/25/2003/UNELLER 00000156 1441981

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01 FC:8521
02 FC:8522

40.00 OP
350.00 OP

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signing

Laura Konrath
Signature

11/13/03
Date

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

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

TRADEMARK

REEL: 002869 FRAME: 0899

Continuation ~~IP~~ 2

Execution Copy

SCHEDULE A

Grantors

Jacuzzi Inc.
Jacuzzi UK Group plc
Zurn Industries, Inc.

Continuation
Item 4

Schedule B

Trademarks

Pledgor	Country	Trademark	Reg. No.	Reg. Date
Jacuzzi Inc.	United States	Magna	1,441,981	6/9/87
Jacuzzi Inc.	United States	Siena	2,043,458	3/11/97
Jacuzzi Inc.	United States	Majora	2,092,747	9/2/97
Jacuzzi Inc.	United States	The Most Trusted Name In Water	2,420,397	1/16/01
Jacuzzi Inc.	United States	Arca	1,595,201	05/08/90
Jacuzzi Inc.	United States	Ciprea	1,595,199	05/8/90
Jacuzzi Inc.	United States	DuraTuff and Design	1,968,020	04/16/96
Jacuzzi Inc.	United States	PowerPro	1,554,575	09/05/89
Jacuzzi Inc.	United States	Magnum	2,434,800	3/3/01
Jacuzzi Inc.	United States	Full Moon	2,491,232	08/18/01
United States Brass Corporation	United States	Qest	1,373,633	12/03/85
Zurn Industries, Inc.	United States	Retroflo	1,979,966	6/11/96
Zurn Industries, Inc.	United States	Temp/Gard II	2,355,665	6/6/00
Zurn Industries, Inc.	United States	Insul Guard	2,446,454	4/24/01
Zurn Industries, Inc.	United States	Fusion Lock	2,454,255	5/22/01

Execution Copy

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "**Release**") is made as of July 15, 2003 (the "**Effective Date**"), by Wilmington Trust Company, not in its individual capacity, but solely as Corporate Trustee (the "**Corporate Trustee**"), and David A. Vanaskey, not in his individual capacity, but solely as Individual Trustee (and together with the Corporate Trustee, the "**Collateral Trustees**"), in favor of each of the grantors set forth in Schedule A hereto (the "**Grantors**").

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 30, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and among the Collateral Trustees and Pledgors (as defined therein), pursuant to which each of such Pledgors assigned, granted and pledged to the Collateral Trustees for their benefit and in trust for the equal and ratable benefit of the Secured Holders (as defined in the Collateral Trust Agreement, entered into by and between the Collateral Trustees and such Pledgors, dated as of April 30, 2001, as amended and restated by the Amended and Restated Collateral Trust Agreement dated August 15, 2001 (the "**Collateral Trust Agreement**")), a lien on and a security interest in and to certain Intellectual Property Collateral (as defined in the Security Agreement);

WHEREAS, reference is made to that certain Intellectual Property Security Agreement Supplement, dated as of February 27, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement Supplement**") by and among the Collateral Trustees and the Pledgors (as defined therein), pursuant to which each of such Pledgors granted to the Collateral Trustees, for the equal and ratable benefit of the Secured Holders (as defined in the Collateral Trust Agreement) a security interest in and to all of each of such Pledgors right, title and interest in and to the Collateral (as defined in the IP Security Agreement);

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement dated as of August 15, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Restated Security Agreement**", and together with the Security Agreement, the Collateral Trust Agreement and the IP Security Agreement, the "**IP Collateral Documents**") by and among the Collateral Trustees and the Pledgors (as defined therein), pursuant to which each of the Pledgors assigned, pledged and granted to the Collateral Trustees, for the equal and ratable benefit of the Secured Holders, a lien on and a security interest in all of such Pledgors right, title and interest in and to the Intellectual Property Collateral (as defined in the Restated Security Agreement);

(NY) 20770/010/RESTRUCTURING03/COLLATERAL.RELEASE/IP.release.wilmington3.doc

WHEREAS, the IP Security Agreement Supplement was filed with (i) the United States Patent and Trademark Office on March 11, 2003 under reel and frame numbers 013821/0651 with respect to patents and 002690/00192 with respect to trademarks and (ii) the United States Copyright Office on March 14, 2003 under volume and page numbers 3492/545 with respect to copyrights;

WHEREAS, in connection with a certain Omnibus Release of Security Interest dated as of July 15, 2003, the Grantors have requested that the Collateral Trustees release and discharge fully their liens on and security interests in the Grantors intellectual property listed on Schedule B hereto (the "**Released Intellectual Property**"), which liens and security interests were granted pursuant to the IP Collateral Documents; and

WHEREAS, the Collateral Trustees and the Collateral Trust Agreement, the Collateral Trustees are willing to release and discharge fully the Released Intellectual Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustees hereby agree as follows:

1. The Collateral Trustees, on behalf of themselves and their successors, legal representatives and assigns, hereby release to each Grantor all of the Collateral Trustees liens on and security interest in, to and under the Released Intellectual Property.

2. The Collateral Trustees acknowledge and affirm that all of the Collateral Trustees rights and remedies and all of the Grantors obligations under the IP Collateral Documents with respect to the Released Intellectual Property are hereby terminated, discharged and extinguished.

3. This Release may be executed in one or more counterparts, and by the Collateral Trustees in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.

4. The Collateral Trustees hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record this Release.

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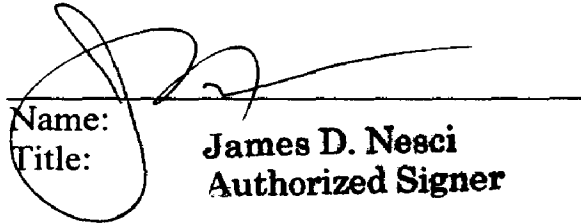
IN WITNESS WHEREOF, the Collateral Trustees have caused this Release to be executed by their duly authorized representatives as of the date first above written.

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
Corporate Trustee

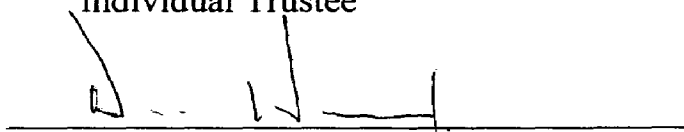
By:

Name:

Title:


James D. Nesci
Authorized Signer

DAVID A. VANASKEY, not in his
individual capacity, but solely as
Individual Trustee



SCHEDULE A

Grantors

Jacuzzi Inc.
Jacuzzi UK Group plc
Zurn Industries, Inc.

Schedule B

Patents

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2
3
4
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Zurn

Pledgor	Title	Registration Number
Jacuzzi, Inc.	Spa Filter System	Not yet received
Jacuzzi Inc.	Whirlpool bath (Affinity design)	D446,845
Jacuzzi UK	Inset Edwardian washbasin	D320,846
Jacuzzi UK	Washbasin & pedestal	D320,068
Jacuzzi UK	Washbasin-semi- pedestal	D320,647
Jacuzzi UK	Bidet-Edwardian- BCS	D326,315
Jacuzzi UK	Toilet-Edwardian- BCS	D326,904
Zurn Industries, Inc.	Trench Drain	5,718,537
Zurn Industries, Inc.	Trench Drain	5,971,662
Zurn Industries, Inc.	Trench Drain	6,000,881
Zurn Industries, Inc.	Trench Drain	6,113,311

Schedule B

Trademarks

Pledgor	Country	Trademark	Reg. No.	Reg. Date
Jacuzzi Inc.	United States	Magna	1,441,981	6/9/87
Jacuzzi Inc.	United States	Siena	2,043,458	3/11/97
Jacuzzi Inc.	United States	Majora	2,092,747	9/2/97
Jacuzzi Inc.	United States	The Most Trusted Name In Water	2,420,397	1/16/01
Jacuzzi Inc.	United States	Amea	1,595,201	05/08/90
Jacuzzi Inc.	United States	Ciprea	1,595,199	05/8/90
Jacuzzi Inc.	United States	DuraTuff and Design	1,968,020	04/16/96
Jacuzzi Inc.	United States	PowerPro	1,554,575	09/05/89
Jacuzzi Inc.	United States	Magnum	2,434,800	3/3/01
Jacuzzi Inc.	United States	Full Moon	2,491,232	08/18/01
United States Brass Corporation	United States	Qest	1,373,633	12/03/85
Zurn Industries, Inc.	United States	Retroflo	1,979,966	6/11/96
Zurn Industries, Inc.	United States	Temp/Gard II	2,355,665	6/6/00
Zurn Industries, Inc.	United States	Insul Guard	2,446,454	4/24/01
Zurn Industries, Inc.	United States	Fusion Lock	2,454,255	5/22/01

Schedule B

Copyrights

Pledgor	Title	Reg. No.	Published	Reg. Date
Zurn Industries, Inc.	HTBAL/PC source code	TX-2-385-471	06/07/88	07/26/88

NYDOCS03/655275

IP Security Agreement Supplement

RECORDED: 11/24/2003

TRADEMARK
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