

2/23/04

03-03-2004



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

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

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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)
- General Partnership
- Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: February 9

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal Address: _____

Street Address: 50 S. Main Street

City: Akron State: OH Zip: 44321

- Individual(s) citizenship _____
- Association National Banking 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

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

A. Trademark Application No.(s) 76/441365
76/441364; 76/441362; 76/441363

B. Trademark Registration No.(s) 2,462,475
2,297,899; 2,297,898; 2,294,361

Additional number(s) attached Yes No

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

Name: James A. Balazs

Internal Address: _____

03/02/2004 DBYRNE 00000148 76441365
01 FC:8521 40.00 OP
02 FC:8522 100.00 OP
Street Address: Calfee, Harbo & Griswold LLP

800 Superior Avenue, Suite 1400

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: _____

45

7. Total fee (37 CFR 3.41).....\$ 1,140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

James A. Balazs
Name of Person Signing

James Balazs
Signature

2/20/04
Date

Total number of pages including cover sheet, attachments, and document: **7**



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

02-23-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #5;

TRADEMARK
REEL: 002920 FRAME: 0906

ADDITIONAL TRADEMARKS

APPLICATIONS

REGISTRATIONS

74/070624	2,291,120
76/431518	1,989,723
76/429268	1,994,614
76/429267	2,049,549
76/429266	1,990,313
76/429264	1,926,377
76/428939	1,926,376
76/428937	1,926,276
76/428936	1,911,243
76/428935	1,678,403
76/428934	2,575,732
76/428933	2,628,288
76/428932	1,581,376
76/428931	1,541,431
76/428930	1,024,614
76/428929	0911153
76/362027	0593534
74/696429	0896739
	0600900

Certificate of Mailing

I hereby certify that this correspondence is being deposited on 2-20-89 with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Commission on Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Typed or Printed name of person signing this certificate:

Joyce Ford

Signature: Joyce Ford

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of February 9, 2004, by **MANSFIELD PLUMBING PRODUCTS LLC**, a Delaware limited liability company, having an office at 150 East First Street, P.O. Box 620, Perrysville, OH 44864 ("Grantor") in favor of **BANK ONE, NA**, a national banking association, having an office at 50 S. Main Street Akron, Ohio 44321 in its capacity as agent (the "Agent") to the lenders ("Lenders") party to the Credit Agreement referred to below.

RECITALS

A. The Agent, as lender, and the Lenders have made or will make one or more loans or advances pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated or otherwise supplemented from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have meanings attributed to them in the Credit Agreement), between the Grantor, as borrower, and the Agent, as agent and as lender, which loans and advances are secured in whole or in part by the Pledge and Security Agreement, between the Grantor and the Agent for the Lenders includes the grant of a security interest in the Collateral.

B. Pursuant to the Pledge and Security Agreement, Grantor has agreed to grant the Agent a security interest in all of its right, title and interest in and to the trademarks listed on Exhibit A hereto and incorporated herein by reference and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).

D. Except as otherwise described in Section 3.10 of the Pledge and Security Agreement, Grantor is the owner of the right, title and interest in the trademarks listed on Exhibit A hereto and the Goodwill.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Agent, as security for the Obligations, a security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date hereof;

2. Grants to the Agent, as security for the Obligations, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent,

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copyright, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor; and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

GRANTOR

MANSFIELD PLUMBING PRODUCTS LLC

By: Todd Strange
Todd Strange, Vice President, Chief Financial
Officer and Treasurer

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Owned

Trademark	Registration Number	Registration Date	Expiration Date
Haute Confort	2462475	June 19, 2001	06/17/11
Pro-Fit	2297899	December 7, 1999	12/07/09
Sensacia	2297898	December 7, 1999	12/07/09
Andiamo	2294361	November 23, 1999	11/23/09
Ambria	2291120	November 9, 1999	11/09/09
Mansfield	1989723	July 30, 1996	07/30/06
Swirl-Way	1994614	August 20, 1996	08/20/06
Mansfield (and Design)	2049549	April 1, 1997	04/01/07
Claro	1990313	July 30, 1996	07/30/06
Alto	1926377	October 10, 1995	10/10/05
Aleur	1926376	October 10, 1995	10/10/05
Korreet Bar	1926276 (cancelled)	October 10, 1995	10/10/05
Duraflo	1911243	August 15, 1995	08/15/05
Watersaver	1678403	March 10, 1992	03/10/12
Performer... The Complete Toilet Package	2,575,732	06/04/02	June 4, 2012
Ariance	2,628,288	10/01/02	October 1, 2012
Quantum	1581376 (renewed)	February 6, 1990 Renewed: February 6, 2000	February 6, 2010
Torpedo	1541431	May 30, 1989	05/30/09
Mansfield (and Design)	1024614 (renewed)	November 11, 1975 Renewed: November 11, 1995	November 11, 2005
Jet-Flush	911153 (expired)	April 13, 1971 Renewed: April 13, 1991	April 13, 2001 Abandoned as of 10/12/01
Mansfield (Stylized)	600900 (renewed)	January 18, 1955 Renewed: January 18, 1995	January 18, 2005

Country	Trademark	Reg. No. or Serial No.	Reg. Date or File Date	Exp. or Due Date
China	Mansfield & Wave Design	1344412	12/14/99	12/13/09
China	Mansfield	1344413	12/14/99	12/12/09
Columbia	Mansfield	178935	06/13/95	06/13/05
Equador	Mansfield	1952-97	08/05/97	08/05/07
Equador	Mansfield & Wave Design	4272-94	12/07/94	12/07/04
Hong Kong	Mansfield & Wave Design	B00221	10/17/95	Abandoned
Hong Kong	Mansfield	B00222	10/18/95	Abandoned
Mexico	Swirl-Way & Design	502932	02/02/95	Transferred
Mexico	Juliet	489022	02/02/95	Transferred
Mexico	Avalon	489024	02/02/95	Transferred
Mexico	Aspen	489025	02/02/95	Transferred
Mexico	Siena	489023	02/02/95	Transferred
Mexico	Swirl-Way & Design	499120	02/02/95	Transferred
Mexico	Adiamo	489021	02/02/95	Transferred
U.S.	Simplex	593534	08/10/54	Abandoned
U.S.	Watersaver & Design	896739	08/16/70	Abandoned
U.S.	Allegro	S/N: 070,624	06/15/90	Abandoned
U.S.	Wave (Design)			Never Filed
U.S.	SmartHeight (Stylized)			Never Filed
U.S.	Gloucester	S/N 76/441365	08/19/02	Instructed to Abandon
U.S.	Hampshire	S/N 76/441364	08/19/02	Instructed to Abandon
U.S.	Heathrow	S/N 76/441362	08/19/02	Instructed to Abandon
U.S.	Middlesex	S/N 76/441363	08/19/02	Instructed to Abandon
U.S.	Ariance Duo			Never Filed

Trademark Application	Application/Serial Number	Application Date
Suffolk	76-431518 (abandoned)	July 17, 2002
Victoria Falls	76-429268 (abandoned)	July 10, 2002
Nottingham	76-429267 (abandoned)	July 10, 2002
Kensington	76-429266 (abandoned)	July 10, 2002
Bexley	76-429264 (abandoned)	July 10, 2002
Portobello	76-428939 (abandoned)	July 10, 2002
Warwick	76-428937 (abandoned)	July 10, 2002
Surrey	76-428936 (abandoned)	July 10, 2002
Windsor Collection	76-428935 (abandoned)	July 10, 2002
Elba	76-428934 (abandoned)	July 10, 2002
Aegean	76-428933 (abandoned)	July 10, 2002
Manchester	76-428932 (abandoned)	July 10, 2002
Par 5	76-428931 (abandoned)	July 10, 2002
The Golf Pro	76-428930 (abandoned)	July 10, 2002
Trafalgar	76-428929 (abandoned)	July 10, 2002
Palermo	76-362027 (abandoned)	January 23, 2002
Today's Home	74-696429 (abandoned)	June 23, 1995