

FORM PTO-1595	RECORDATION FORM COVER SHEET	U.S. DEPARTMENT OF COMMERCE						
1/31/92	TRADEMARKS ONLY	Patent and Trademark Office						
To the Director of Patents and Trademarks: Please Record the attached original documents or copy thereof.								
1. Name of conveying party(ies): JBD Inc. Entity: <u>Arkansas Corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>Franklin Pump Systems, Inc.</u> Internal Address: <u>12401 Interstate 30</u> <u>Little Rock, Arkansas 72209</u> Entity: <u>Arkansas Corporation</u> Additional Name(s) & Address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date <u>July 29, 2004</u>								
4. Application or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No. (s) 2,048,008; 2,287,293; 2,363,361; 2,222,464; 2,398,432 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
5. Name and address of party to whom correspondence concerning document should be mailed: Please send the recorded assignment back by fax to 312-258-5600 to the attention of: SCHIFF HARDIN LLP Chris Bollinger, Attorney P.O. Box 06079 Chicago, IL 60606-0079 Telephone: 312-258-5500 Attn. Ref. No(s): <u>16787-0083</u>	6. Total number of trademarks involved <p style="text-align: center;">5</p> 7. Total Fee (37 CFR 3.41) \$140.00 <input checked="" type="checkbox"/> Authorization is given to charge the deposit account for the fees required or to credit any overpayment.							
	8. Deposit Account Number: <p style="text-align: center;"><u>19-0409</u></p> (Attach duplicate copy of this page if paying by deposit account)							
DO NOT USE THIS SPACE								
9. Statement and signature: <i>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.</i> <table style="width:100%; border: none;"> <tr> <td style="width:35%;"><u>Chris Bollinger</u></td> <td style="width:35%; text-align: center;"></td> <td style="width:30%; text-align: right;"><u>10/15/04</u></td> </tr> <tr> <td>Name of Person Signing</td> <td style="text-align: center;">Signature</td> <td style="text-align: right;">Date</td> </tr> </table>			<u>Chris Bollinger</u>		<u>10/15/04</u>	Name of Person Signing	Signature	Date
<u>Chris Bollinger</u>		<u>10/15/04</u>						
Name of Person Signing	Signature	Date						
Total number of pages including cover sheet and attached documents 4:								
Mail documents to be recorded and required cover sheet information to: By Fax: 703/306-5995 Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231								

CH \$140.00 190409 2048008

*Assignment of Intellectual Property Assets***ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

WHEREAS, JBD INC., an Arkansas corporation ("Assignor"), and FRANKLIN ELECTRIC CO., INC., an Indiana corporation ("Franklin Electric") have entered into an Asset Purchase Agreement dated as of July 29, 2004 (the "Agreement"); and

WHEREAS, Franklin Electric, as permitted under the Agreement, assigned its rights and obligations under the Agreement to Franklin Pump Systems, Inc., an Arkansas corporation and a wholly-owned subsidiary of Franklin Electric ("Assignee"), and Franklin Pump assumed such rights and obligations, pursuant to an Assignment and Assumption Agreement dated as of the date hereof;

WHEREAS, under the Agreement, Assignee agreed to purchase certain of Assignor's assets used in the Business (as that term is defined in the Agreement); and

WHEREAS, in conducting the Business, Assignor has acquired an interest in some intellectual property assets that are primarily used in the Business to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various federal trademark and service mark registrations and applications therefor that are that are used, held for use or intended to be used primarily in the operation or conduct of the Business, except in all cases those relating to the "Jacuzzi Brand" (collectively, the "Trademarks"), including, but not limited to, the federal trademark registrations listed in Schedule A hereto; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are that are used, held for use or intended to be used primarily in the operation or conduct of the Business, including the patent application listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Patents"); and

WHEREAS, Assignor is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames, and other similar proprietary rights that are that are used, held for use or intended to be used primarily in the operation or conduct of the Business and required to be transferred under the Agreement (collectively, the "Other IP Assets"), including the unregistered trademarks and service marks listed in Schedule A hereto; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Trademarks, Patents and Other IP Assets, and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Agreement, acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to Assignee, the entire right, title and interest in, to and under all Trademarks, Patents, and the Other IP Assets (collectively, the "ASSETS"), in each instance together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment, including any country-specific assignments necessary to record transfer of title.

105026

Assignment of Intellectual Property Assets

3. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the ASSETS, or to enable Assignee to exercise and enjoy all rights and benefits of the Assignor with respect thereto.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, their successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment Of Intellectual Property Assets this 3rd day of October, 2004.

JBD INC.

By: [Signature]
Its: President

STATE OF ARKANSAS)
COUNTY OF PULASKI) SS:

On this 3rd day of October, 2004, before me appeared DAN VAN DAMEN, who, being by me duly sworn, did say that he/she is the PRESIDENT of JBD INC., a corporation of the State of Arkansas, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

PATRICIA A. JERNIGAN
NOTARY PUBLIC-STATE OF ARKANSAS
PULASKI COUNTY
My Commission Expires 1-02-2013

[Signature]
Notary Public
My commission expires: 01-02-2013

*Assignment of Intellectual Property Assets***SCHEDULE A**

(1 Page)

Registered Trademarks:

Mark	Jurisdiction	Registration No.
Cyclone	U.S.	2,048,008
Hurricane	U.S.	2,287,293
Misc Design-Blk/Yellow	U.S.	2,363,361
Pump Works	U.S.	2,222,464
Typhoon	U.S.	2,398,432

Unregistered Trademarks and Service Marks:

Mark	Jurisdiction
SanHandler	U.S.
Auqua-P.O.D.2	U.S.
SandCatcher	U.S.
Water Ranger	Canada
Sdeep	U.S.
WaterMaker	U.S.
AquaGenie	U.S.
Well Done	U.S.
G.O.A.L.S.	U.S.
Parts Now	U.S.

U.S. Patent Applications:

Patent App.	Ser. No.	Filing Date	Pub. No.
Serviceable Check Valve	10/176885	6/21/2002	US20020195147

CHIV4185307.2

A-1