

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal-Rundle Corporation		12/23/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	URC Enterprises, LLC
Street Address:	1235 Hartrey Avenue
City:	Evanston
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1931558	ADARA
Registration Number:	1928293	AMEGA
Registration Number:	1928289	APOLLO
Registration Number:	2218503	ATLAS
Registration Number:	1929958	ATLAS
Registration Number:	1931536	BORDEAU
Registration Number:	1000083	CAREFREE
Registration Number:	1928294	CONTEMPO
Registration Number:	2308660	DUREX
Registration Number:	2217127	NEVERDRIP
Registration Number:	1928290	NOSTALGIA
Registration Number:	1508007	SATURN
Registration Number:	0591858	SHOWERITE
Registration Number:	0978416	UNIVERSAL-RUNDLE

CH \$440.00 1931558

Registration Number:	0993632	UR
Registration Number:	0996479	UR
Serial Number:	76573075	SHOWERITE

CORRESPONDENCE DATA

Fax Number: (312)521-2875
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-521-2775
Email: asacharoff@muchshelist.com
Correspondent Name: Much Shelist Freed Denenberg Ament & Rub
Address Line 1: 191 N Wacker Drive Suite 1800
Address Line 2: Adam K Sacharoff
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Adam K Sacharoff
Signature:	/aks/
Date:	01/03/2005

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of December 23, 2004 (the "Effective Date") by and between UNIVERSAL-RUNDLE CORPORATION, a Delaware corporation ("Assignor"), and URC ENTERPRISES LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor now desires to transfer to Assignee all its right, title and interest in its Intellectual Property Assets.

CLAUSES

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, transfers, sells, and sets over its Intellectual Property Assets to Assignee, and Assignee hereby acquires and accepts from Assignor, all Assignor's right, title and interest in and to the License Agreement, and the parties further agree as follows:

1. Assignment of Intellectual Property Assets. Through this instrument and effective as of the Effective Date, Assignee purchases and Assignor transfers, assigns and conveys to Assignee, all of its U.S. and foreign patents and incorporated by reference herein, all of the U.S. and foreign trademarks/servicemarks listed on ***Exhibit A*** attached hereto and incorporated by reference herein, all of the Internet domain names (Uniform Resource Locators) and incorporated by reference herein, and all of the following assets of Assignor related to the Business (collectively the "**Intellectual Property Assets**"): (a) all trade secrets, confidential business information, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, and marketing plans, and customer and supplier lists and related information relating to the Business; (b) all license agreements and sublicense agreements to and from third parties relating to any of the foregoing; (c) all other proprietary, industrial and intellectual property rights of any type or nature (including, without limitation, all computer software and documentation) and all copies and tangible embodiments of the foregoing relating to the Business; and (d) all goodwill associated with the Purchased Intellectual Property Assets. All of the Purchased Intellectual Property Assets shall be conveyed to Assignee on the Effective Date free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever.

2. Grant of Rights to Purchased Intellectual Property Assets. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Intellectual Property Assets, including but not limited to any and all: (i) copyrights, patents, trademarks, service marks and trade names of any type or nature in the Purchased Intellectual Property Assets whether or not registered, and all applications for the same; (ii) the right to record the assignments made under this IP Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (iii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iv) rights to print, publish, broadcast, distribute, copy, reproduce, record, translate, film, syndicate, display, rent, lend, lease, license and perform the Purchased

Intellectual Property Assets in all media (now or subsequently existing) and languages (human or computer); and (v) all goodwill associated with the Purchased Intellectual Property Assets.

3. No Retained Rights. The parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Intellectual Property Assets, and upon Assignor's receipt of the consideration, in full, this IP Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Intellectual Property Assets, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Purchased Intellectual Property Assets constitute the sole and exclusive property of Assignee.

4. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Purchased Intellectual Property Assets as set forth in this IP Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this IP Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Purchased Intellectual Property Assets and all claims or rights thereunder.

5. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this IP Assignment; (ii) to grant to Assignee all rights in and to the Purchased Intellectual Property Assets; and (iii) to perform all of its obligations under this IP Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. Notices. All notices concerning this IP Assignment shall be given in writing in accordance with Section 14.5 of the Agreement.

7. Binding Effect. This IP Assignment shall be binding upon and inure to the benefit of Assignee and Assignors as well as their respective successors. The terms of this IP Assignment shall govern if there is any conflict between this IP Assignment and any other written instrument which concerns or affects the subject matter of this IP Assignment.

8. Complete Understanding. This IP Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this IP Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This IP Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this IP Assignment.

9. Applicable Law. The laws of the state of Illinois will govern all aspects of this IP Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this IP Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this IP Assignment shall be valid if made in accordance with the notice provisions set forth in Section 7 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

10. Severability. If a court of competent jurisdiction holds that any one or more of this IP Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this IP Assignment's other provisions, and this IP Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

11. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this IP Assignment or granted pursuant to any breach or default under this IP Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this IP Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

(Remainder of page intentionally left blank)

(Signature page follows)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by and through their duly authorized officers as of the Effective Date.

Assignor: UNIVERSAL-RUNDLE CORPORATION, a Delaware corporation

By: Reed L. Beidler
Reed L. Beidler, President

Assignee: URC ENTERPRISES LLC, a Delaware limited liability company

By: Reed L. Beidler
Reed L. Beidler, Manager

The undersigned, being a party to the License Agreement, hereby consents to the foregoing Assignment and Assumption Agreement as of the Effective Date.

CRANE PLUMBING LLC, a Delaware limited liability company formerly known as CR/PL, L.L.C.

By: Reed L. Beidler
Reed L. Beidler, Manager

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 23rd day of December 2004, there appeared before me Reed L. Beidler who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Universal-Rundle Corporation and URC Enterprises LLC.

Joyce E. Torbeck
Notary Public



EXHIBIT A
UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
ADARA	74600636 11/18/1994	1931558 10/31/1995	Registered
AMEGA	74599563 11/16/1994	1928293 10/17/1995	Registered
APOLLO	74599473 11/16/1994	1928289 10/17/1995	Registered
ATLAS	75352948 9/8/1997	2218503 1/19/1999	Registered
ATLAS	74599571 11/16/1994	1929958 10/24/1995	Registered
BORDEAU	74599560 11/16/1994	1931536 10/31/1995	Registered
CAREFREE	73005733 11/7/1973	1000083 12/24/1974	Registered
CONTEMPO	74599569 11/16/1994	1928294 10/17/1995	Registered
DUREX	75495079 6/2/1998	2308660 1/18/2000	Registered
NEVERDRIP	75352972 9/8/1997	2217127 1/12/1999	Registered
NOSTALGIA	74599475 11/16/1994	1928290 10/17/1995	Registered
SATURN	73719887 3/31/1988	1508007 10/11/1988	Registered
SHOWERRITE	71652978 9/9/1953	0591858 6/29/1954	Registered; Renewal Currently Due
UNIVERSAL-RUNDLE	7244478 12/26/1972	0978416 2/12/1974	Registered
UR	72458512 5/24/1973	0993632 9/24/1974	Registered; Renewal Currently Due
UR	72445432 1/8/1973	0996479 10/22/1974	Registered; Renewal Currently Due

UNITED STATES APPLICATIONS FOR TRADEMARK REGISTRATION

Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
SHOWERRITE	76573075 1/29/2004		Pending; published 11/9/2004

FOREIGN TRADEMARK REGISTRATIONS

CANADA:

Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
UNIVERSAL-RUNDLE	100232400 1/19/1999	TMA532568 6/8/2000	Registered