

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tulsa Pipe Plant, Inc.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Incorporation _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 16, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Uponor Aloy Holding Company, LLC

Internal

Address: _____

Street Address: 7901 North Kickapoo Street

City: Shawnee

State: Oklahoma

Country: U.S. Zip: 74804

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,760,686;

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: John S. Parzych

Internal Address: _____

Street Address: 200 South Sixth Street Suite 4000

City: Minneapolis

State: Minnesota

Zip: 55402

Phone Number: 612-492-7279

Fax Number: 612-492-7077

Email Address: jparzych@fredlay.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

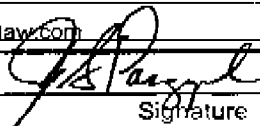
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 06-1910

Authorized User Name John S. Parzych

9. Signature:



Signature

4/27/05

Date

John S. Parzych
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 061910 1760686

NUNC PRO TUNC TRADEMARK AND GOODWILL ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment ("Assignment"), effective as of September 27, 2004 ("Effective Date"), is made by and between Tulsa Pipe Plant, Inc., f/k/a Uponor Aldyl Company, Inc., a Delaware corporation having a current place of business at 14985 Glazier Avenue, Suite 303, Apple Valley, Minnesota 55124 (hereinafter "Assignor"), and Uponor Aldyl Holding Company, LLC, a Delaware limited liability company having a place of business at 7901 North Kickapoo Street, Shawnee, Oklahoma 74804 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks and the associated trademark registrations and applications set forth on Schedule A attached hereto (hereinafter the "Marks").

WHEREAS, pursuant to that certain Contribution & Membership Interest Purchase Agreement dated September 1, 2004 (the "Agreement"), among Assignor, Uponor North America, Inc., a Delaware corporation, Assignee, and PW Poly Corp., a Minnesota corporation, Assignor has agreed to assign the Marks and the goodwill associated with the Marks to Assignee.

WHEREAS, this Assignment is executed and delivered in connection with, and is subject to all of the terms, provisions and conditions of, the Agreement.

WHEREAS, notwithstanding anything in this Assignment to the contrary, nothing in this Assignment shall in any way alter, modify, expand or enlarge any of the covenants, agreements, representations or warranties of the parties as set forth in the Agreement.

WHEREAS, in the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and control.

WHEREAS, Assignee desires to acquire the Marks and the goodwill of the business associated therewith from Assignor.

WHEREAS, Assignee is a successor to that portion of the business of Assignor to which the Marks pertain, and such business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated by reference into this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business associated therewith. Subject to the terms and conditions of the Agreement, this Assignment includes all rights in the nature of trademark, service mark and trade name rights in the Marks (if and as applicable), as well as the right to sue for past infringement by any third party.

Assignor, at the reasonable request of Assignee or its counsel, agrees to execute and deliver at the request of Assignee without further consideration, all documents, instruments and assignments that Assignee may, in its reasonable discretion, require in order to effectuate this Assignment.

This Assignment may be executed in any number of counterparts (including facsimile signatures), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date set forth above.

Tulsa Pipe Plant, Inc. f/k/a Uponor Aldyl Company, Inc.

By: DR MacLeod

Name: DONALD R MACLEOD

Title: TREASURER

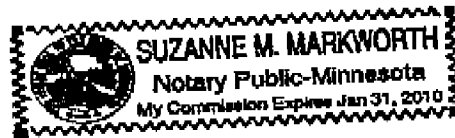
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 16th day of FEBRUARY, 2005, before me, a notary public in and for said county, appeared DONALD R MACLEOD of Tulsa Pipe Plant, Inc. f/k/a Uponor Aldyl Company, Inc., the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of said company with authority to do so.

Witness my hand and official seal.

My commission expires: 1-31-2010

Suzanne M Markworth
Notary Public



Schedule A
Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Appl No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
METFIT	U.S.	74-198958	08/28/1991	1760686	03/23/1993
ALLCOAT	U.S.	76530883	07/18/2003	2868845	08/03/2004
DURATHERM SYSTEM	U.S.	76422939	06/19/2002		
ULTRA-STRIPE	U.S.	76446326	09/03/2002	2900313	11/02/2004
METFIT	Finland	199504858	08/25/1995	208924	01/30/1998
METFIT	Benelux	854406	08/24/1995	584715	
METFIT	Germany	39534653.3	08/24/1995	39534653	07/16/1996
METFIT	U.K.	2031636	08/25/1995	2031636	07/26/1996
METFIT	France	95585487	08/23/1995	95585487	

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