

03-22-2005

RECO
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102963599

To the Director of the U. S. Patent and Trade

and the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Briggs Plumbing Products, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Michigan)
☐ Other _____

Citizenship (see guidelines) _____

Execution Date(s) February 23, 2005

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: LaSalle Business Credit, LLC

Internal Suite 425

Address: _____

Street Address: 135 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other LLC Citizenship Delaware

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)

2,101,989

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: Diana Y. Tsai, Esq.

Internal Address: Schwartz, Cooper, Greenberger
& Krauss, Chtd.

Street Address: 180 North LaSalle Street,
Suite 2700

City: Chicago

State: Illinois Zip: 60601

Phone Number: 312/516-4490

Fax Number: 312/264-2484

Email Address: dtsai@scgk.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$465.00

- ☐ 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 _____
Authorized User Name _____

9. Signature:

Diana Y. Tsai

Signature

3/21/05

Date

03/22/2005 BYRNE 00000061 2101989

01 FC:8521
02 FC:8522

Diana Y. Tsai

40.00 US
425.00 Fee of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK
REEL: 003137 FRAME: 0906

ATTACHMENT
to Trademarks Recordation Form Cover Sheet

Continuation of Item 4. Trademark Application/Registration Number(s)

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
B BRIGGS and Design	2,114,828	November 18, 1997
BEAUTY SPA	852,569	July 16, 1968
BEAUTYWARE and Design	1,500,436	August 16, 1988
BISCAY	1,855,148	September 20, 1994
MOVING WATER FOR PEOPLE	2,342,933	April 18, 2000
TOILET EXPRESS	2,353,281	May 30, 2000
ULTRA TUFF	1,787,448	August 10, 1993
VACUITY	2,078,069	July 8, 1997
WHISPERVAC	2,086,358	August 5, 1997

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
AEGIS VACUITY	78/335,890	December 3, 2003
HATHAWAY VACUITY	78/324,667	November 7, 2003
ONE FLUSH POWERVAC	78/394,968	April 1, 2004
POWERVAC	78/379,472	March 5, 2004
S SAYCO FAUCETS and Design	78/320,815	October 30, 2003
BRIGGS	24,008	April 11, 1975
BRIGGS	94,181	December 15, 1997
SAYCO	94,176	December 15, 1997

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of the 23rd day of February, 2005, by Briggs Plumbing Products, Inc., a Michigan corporation ("**Company**"), in favor of LaSalle Business Credit, LLC, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**"):

W I T N E S S E T H

WHEREAS, Company, New Briggs Holdings, Inc., a Delaware corporation ("**New Briggs**"), CISA, Inc., a Delaware corporation ("**CISA**"), and Briggs Industries, Inc., a Delaware corporation ("**Industries**", and together with Company, New Briggs and CISA, collectively, "**Borrowers**" and each a "**Borrower**") and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Loan Agreement**") and other related loan documents dated as of even date herewith (together with the Loan Agreement, and as each may be amended, restated, modified or supplemented and in effect from time to time, collectively, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Borrower to Lender of a security interest in certain of such Borrower's assets, including, without limitation, Company's trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Company agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Company hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Company's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until such time as an amendment to allege use or a statement of use is filed and accepted by the United States Patent and Trademark Office and the marks are actually used in commerce) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and

the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Company's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Company warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Company not to sue third persons;

(iii) Company has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Company has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Company agrees that until Borrowers' Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Company shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Company represents and warrants that, based on a diligent investigation by Company, the Trademarks listed on Schedule A constitute all of the federally registered U.S. and Canadian Trademarks, and federal U.S. and Canadian applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Company. If, before Borrowers' Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Company shall (i) become aware of any existing Trademarks of which Company has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Company shall give to Lender prompt

written notice thereof. Company hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrowers' Liabilities and the termination of the Financing Agreements. Company agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Company.

7. Product Quality. Company agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Company agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Company under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrowers' Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Company. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Company and until paid shall constitute Liabilities.

10. Duties of Company. Unless and until an Event of Default shall occur and be continuing, Company shall retain the legal and equitable title to the Trademarks and shall have the right to use and register the Trademarks in the ordinary course of business, subject to the terms and conditions of this Security Agreement. Company shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrowers' Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable; provided, however, that nothing herein contained shall prohibit Company from failing to renew or otherwise abandoning any Trademark, if, in Company's good faith judgment, the retention of such items is not material to the proper conduct of Company's business, provided that Company gives Lender thirty (30) days' prior written notice of such

intention to fail to renew or abandon any Trademark. Any expenses incurred in connection with Borrowers' Liabilities under this Section 10 shall be borne by Company.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Company shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Company hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Company's true and lawful attorney-in-fact, with power to (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrowers' Liabilities shall have been paid in full and the Financing Agreements have been terminated. Company acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other

rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Company and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Company agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Company contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Company has duly executed this Trademark Security Agreement as of the date first written above.

BRIGGS PLUMBING PRODUCTS, INC.

By: Don Tracy
Name: Don Tracy
Title: CFO

Agreed and Accepted
as of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By: Thomas J. Brennan
Name: Thomas J. Brennan
Title: First Vice President

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SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
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B BRIGGS and Design	2,114,828	November 18, 1997
BEAUTY SPA	852,569	July 16, 1968
BEAUTYWARE and Design	1,500,436	August 16, 1988
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ULTRA TUFF	1,787,448	August 10, 1993
VACUITY	2,078,069	July 8, 1997
WHISPERVAC	2,086,358	August 5, 1997

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BRIGGS	24,008	April 11, 1975
BRIGGS	94,181	December 15, 1997
SAYCO	94,176	December 15, 1997

CANADIAN TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Canadian Serial/Registration No.</u>	<u>Date Registered</u>
BRIGGS and Design	TMA598,915	January 8, 2004
SAYCO	TMA526,276	March 31, 2000

045LLC-20531D
rev sf 8-19-04

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RECORDED: 03/22/2005

TRADEMARK
REEL: 003137 FRAME: 0914