

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Payoff Letter		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bankers Trust Company		06/11/1998	Bank:
RECEIVING PARTY DATA			
Name:	Eljer Manufacturing, Inc.		
Street Address:	17120 N. Dallas Parkway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75248		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1743012	ELJER	
Registration Number:	0821876	PERMA-MAT	
Registration Number:	0774367	LJ	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

CH \$90.00 1743012

Date:

09/08/2005

Total Attachments: 13

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June 11, 1998

Zurn Industries, Inc.
Eljer Industries, Inc.
17120 Dallas Parkway
Suite 305
Dallas, TX 75248

Re: Amendment and Restatement dated as of June 6, 1997 to Credit Agreement, dated as of January 21, 1997 (as amended, modified or supplemented to the date hereof, the "Credit Agreement"), among Zurn Industries, Inc., Eljer Manufacturing, Inc., each a "Borrower" and, collectively, the "Borrowers"), the lending institutions listed from time to time party thereto (each a "Bank" and, collectively, the "Banks"), NationsBank, N.A., as Documentation Agent and Bankers Trust Company, as Administrative Agent.


Ladies and Gentlemen:

Reference is made to that certain letter agreement (the "Payoff Letter"), dated as of June 11, 1998, among Zurn Industries, Eljer Manufacturing, Bankers Trust Company as Administrative Agent and Collateral Agent, and NationsBank, N.A. as Documentation Agent which sets forth that \$203,829,585.00 is the amount (the "Total Payoff Amount") necessary, as of June 11, 1998, to pay all Obligations (other than Obligations owing to the Letter of Credit Issuer in respect of Letters of Credit (and any bankers acceptances) that remain outstanding on the date hereof) owing under the Credit Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.

This letter serves as an acknowledgment that the Administrative Agent has today received from the Borrowers (i) the Release Certificate referred to in the Payoff Letter and (ii) the Total Payoff Amount.

Very truly yours,

BANKERS TRUST COMPANY,
as Administrative Agent

By:  _____

Name:

Title:

**PATRICIA HOGAN
PRINCIPAL**

PAYOFF LETTER

June 11, 1998

Zurn Industries, Inc. and Eljer Manufacturing, Inc., as
Borrowers under the
Amendment and Restatement to the Credit Agreement referred to below

Re: Amendment and Restatement dated as of June 6, 1997 to Credit Agreement, dated as of January 21, 1997 (as amended, modified or supplemented to the date hereof, the "Credit Agreement"), among Zurn Industries, Inc., Eljer Manufacturing, Inc., each, a "Borrower" and, collectively the "Borrowers"), the lending institutions from time to time party thereto (each a "Bank" and, collectively, the "Banks"), NationsBank, N.A., as Documentation Agent and Bankers Trust Company, as Administrative Agent.

Ladies and Gentlemen:

We have been requested to provide this letter setting forth the amounts (the "Total Payoff Amount") necessary, as of June 11, 1998, to pay all Obligations under the Credit Agreement as follows:

Principal of outstanding Loans:	\$ 203,292,727.38
Accrued interest on outstanding Loans:	\$ 411,467.91
Fees:	\$ 77,389.71
Estimated Breakage Costs:	\$ 0.00
Legal Expenses:	\$ 48,000.00
Total Payoff Amount:	\$ 203,829,585.00

Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.

The payment of the Total Payoff Amount set forth above shall, except as provided below, constitute payment and satisfaction in full of all principal, interest, fees, breakage costs and other amounts owed to the Administrative Agent and the Banks under the Credit Agreement as of June 11, 1998. Upon receipt of the Total Payoff Amount and an officer's certificate from the Credit Parties in the form of Annex A hereto (the "Release Certificate"), (i) all Loans shall be paid in full and all other Obligations of the Borrowers under the Credit Agreement shall be satisfied in full, except for (x) indemnification for costs and expenses which by the terms of the Credit

Agreement survive the repayment of the Loans and the termination of the Total Commitment and (y) Obligations owing to the Letter of Credit Issuer in respect of Letters of Credit (and any bankers acceptances presented thereunder) that remain outstanding on the date hereof, (ii) the Total Commitment shall be terminated, (iii) all the security interests, mortgages, liens and pledges in favor of the Collateral Agent for the benefit of the Secured Creditors under the Security Documents shall be automatically released with no further action on our part, (iv) all Guaranties shall be released with no further action on our part and (v) each of the Security Documents shall be terminated and of no further force and effect, except for indemnification and other provisions of such Security Documents which by their terms survive the payment of the Loans and the termination of the Total Commitment.

We agree to provide mortgage discharges, intellectual property releases and termination statements on form UCC-3 upon payment of the Total Payoff Amount, and shall procure, deliver or execute and deliver all further instruments and documents, and take any other actions, which are reasonably required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of the Borrowers.

Upon receipt of the Total Payoff Amount and the Release Certificate, we agree to deliver to you the payoff acknowledgment attached hereto in the form of Annex B.

Very truly yours,

BANKERS TRUST COMPANY,
as Administrative Agent and as Collateral Agent

By: 

Name:

Title:

**PATRICIA HOGAN
PRINCIPAL**

RELEASE CERTIFICATE

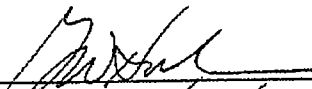
The undersigned hereby certifies that:

1. This Certificate is furnished pursuant to (i) that certain letter agreement (the "Payoff Letter"), dated as of June 11, 1998, among Zurn Industries, Inc., Eljer Manufacturing, Inc., Bankers Trust Company, as Administrative Agent and as Collateral Agent, and NationsBank, N.A., as Documentation Agent (ii) Section 10.9(c) of the Security Agreement and (iii) Section 18(c) of the Pledge Agreement. Unless otherwise defined herein, capitalized terms used in this Certificate have the meanings assigned to such terms in the Credit Agreement.

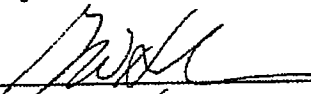
2. The release of the Collateral pursuant to the Payoff Letter is permitted by (i) Section 10.9(a) of the Security Agreement and (ii) Section 18(a) of the Pledge Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of June 1998.

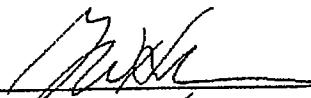
ZURN INDUSTRIES, INC.

By 
Name: G.W. Dunham
Title: VP

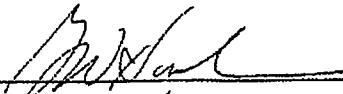
ELJER MANUFACTURING, INC., predecessor by
name change to Eljer Plumbing, Inc.

By 
Name: G.W. Dunham
Title: VP

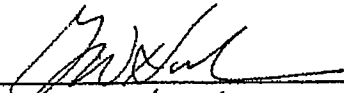
EZ HOLDINGS, INC.

By 
Name: G.W. Dunham
Title: SEC.

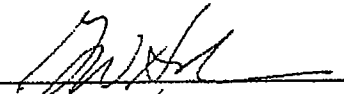
FIRETROL PROTECTION SYSTEMS, INC.

By 
Name: G. W. Dunthorn
Title: Sec.

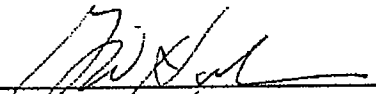
SANITARY-DASH MANUFACTURING CO.,
INC.

By 
Name: G. W. Dunthorn
Title: Sec.

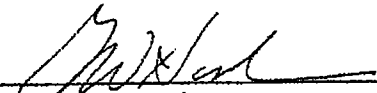
ZURCO, INC.

By 
Name: G. W. Dunthorn
Title: Counsel


ZURNACQ OF CALIFORNIA, INC.

By 
Name: G. W. Dunthorn
Title: ~~Assistant~~ Sec.

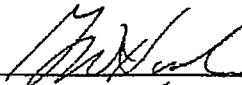
ZURN ACQUISITION CO., INC.

By 
Name: G. W. Dunthorn
Title: Sec.

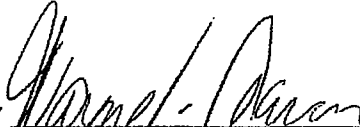
ZURN CONSTRUCTORS, INC.

By 
Name: G. W. Dunthorn
Title: Sec.

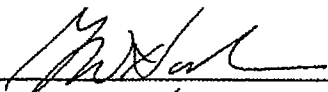
COSCO FIRE PROTECTION, INC.

By 
Name: *G.W. Dunthorn*
Title: *Assist. Sec.*

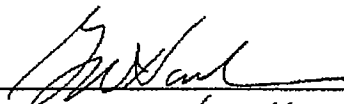
GARY CONCRETE PRODUCTS, INC.

By 
Name: *Wayne J. Aaron*
Title: *Asst. Secretary*

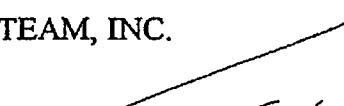
ZURN THAILAND OF DELAWARE, INC.

By 
Name: *G.W. Dunthorn*
Title: *Sec.*

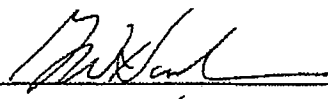
ENVIRONMENTAL ENERGY COMPANY

By 
Name: *G.W. Dunthorn*
Title: *Sec.*

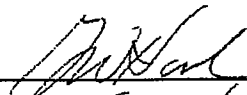
SHARYN STEAM, INC.

By  *Sold*
Name:
Title:

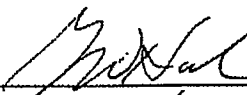
HL CAPITAL CORP.

By 
Name: *G.W. Dunthorn*
Title: *Sec.*

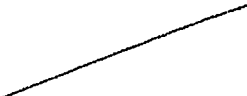
ZURN GOLF HOLDING COMPANY

By 
Name: G.W. Dunthorn
Title: Sec.

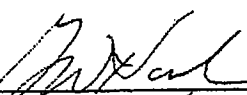
NATIONAL ENERGY PRODUCTION CORPORATION, *predecessor by name change to Zurn EPC Services, Inc.*

By 
Name: G.W. Dunthorn
Title: Sec.


PAKISTAN CONSTRUCTION SERVICES, INC.

By  *50/2*
Name: _____
Title: _____

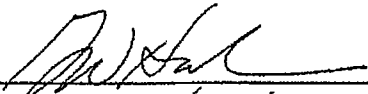
ZED ERECTION SERVICES OF THAILAND, INC.

By 
Name: G.W. Dunthorn
Title: Sec.

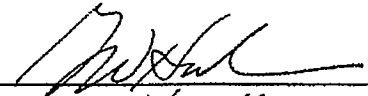
ZURN (CAYMAN ISLANDS), INC.

By 
Name: G.W. Dunthorn
Title: Sec.

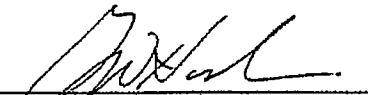
ZURN DEVCO, INC.

By 
Name: G.W. Southorn
Title: Sec.

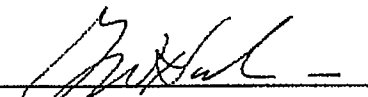
ZURN DEVELOPMENT COMPANY, LTD.

By 
Name: G.W. Southorn
Title: Sec.


ZURN EXPORT, INC.

By 
Name: G.W. Southorn
Title: Sec.


ZURN INDUSTRIES LIMITED

By 
Name: G.W. Southorn
Title: Sec.

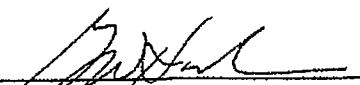
ZURN INDUSTRIES (THAILAND) COMPANY
LIMITED

By 
Name: John R. Mellett
Title: Director

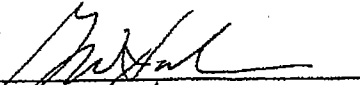
OPERATIONAL ENERGY GROUP LIMITED

By 
Name: Robert A. Wornack
Title: Director

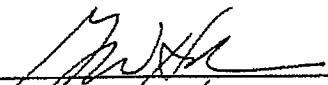
ELJER INDUSTRIES, INC.

By 
Name: CW Thornton
Title: VP

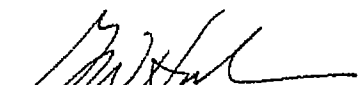
ELJER FSC LTD.

By 
Name: CW Thornton
Title: Counsel


ELJER PLUMBINGWARE, INC.

By 
Name: CW Thornton
Title: VP

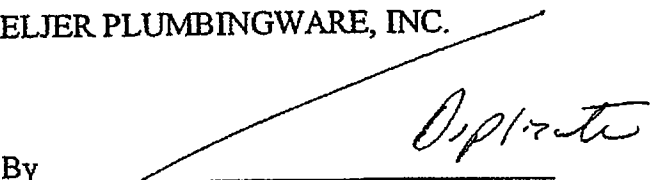
UNITED STATES BRASS CORPORATION

By 
Name: CW Thornton
Title: VP

DESIGN PLUS, INC.

By 
Name: CW Thornton
Title: VP

ELJER PLUMBINGWARE, INC.

By 
Name: Diplomat
Title:

SELKIRK U.K. U.S.A. NO. 1, INC., predecessor
by name change to Selkirk, Inc.

By _____
Name: _____
Title: _____

SELKIRK, INC., successor by name change
to Selkirk U.K. U.S.A. No. 1, Inc.

By _____
Name: *Gardner*
Title: *VP*

~~SELKIRK CANADA U.S.A., INC.~~

By _____
Name: *Gardner*
Title: *VP*

ELJER MANUFACTURING CANADA, INC.

By _____
Name: *Gardner*
Title: *VP*

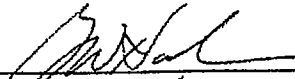
ELJER INDUSTRIES LIMITED

By _____
Name: *Gardner*
Title: *Director*


SELKIRK MANUFACTURING LIMITED

By _____
Name: *Gardner*
Title: *Director*

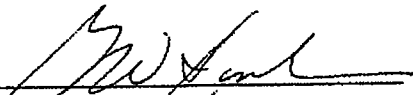
SELKIRK EUROPE U.S.A., INC.

By 
Name: G.W. Dunthorn
Title: VP

SELKIRK S.R.I.

By 
Name: G.W. Dunthorn
Title: Counsel


INDUSTRIAS ELJER DE MEXICO S.A. DE C.V.

By 
Name: G.W. Dunthorn
Title: VP

SELKIRK MANUFACTURING FRANCE
S.A.R.L.

By 
Name: G.W. Dunthorn
Title: Counsel

SELKIRK SCHORNSTEINTECHNIK GMRM

By 
Name: G.W. Dunthorn
Title: Counsel