

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2997 Frame 0641)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse First Boston, as Administrative Agent		12/22/2005	Bank organized under the laws of Switzerland:

RECEIVING PARTY DATA

Name:	Mueller International, Inc.
Street Address:	500 W. Eldorado Street
City:	Decatur
State/Country:	ILLINOIS
Postal Code:	62522
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2689173	AQUAGRIP
Serial Number:	76366590	SMART-HYDRANT
Registration Number:	2887068	MAGIC BOX
Registration Number:	2689440	HM/JJ
Registration Number:	2741951	SUPER CENTURION
Registration Number:	2872630	HYDRANT-DEFENDER
Registration Number:	2981969	EBRASS
Registration Number:	2979275	E-BRASS
Registration Number:	2924467	MUELLER MEGA-LITE
Serial Number:	78329927	MEGA-LITE

CORRESPONDENCE DATA

Fax Number: (212)455-2502

OP \$265.00 2689173

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	043235/0058
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	01/31/2006

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 22, 2005, from Credit Suisse First Boston, a New York corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Mueller International, Inc., a Delaware corporation with its principal place of business located at 500 W. Eldorado Street, Decatur, IL 62522 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Subsidiary Pledge and Security Agreement, dated as of April 23, 2004, made by the Grantor (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 23, 2004, between the Agent and Borrower (the "Security Agreement"), Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 21, 2004, at Reel 2997 and Frame 0641; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Exhibit A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent, on behalf of itself and its Cayman Islands branch, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Credit Suisse, Cayman Islands Branch
(formerly known as Credit Suisse First Boston,
acting through its Cayman Islands Branch)

By: 
Name: DAVID DODD
Title: VICE PRESIDENT

By: 
Name: MIKHAIL FAYBUSOVICH
Title: ASSOCIATE

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 22nd day of DECEMBER, 2005, before me personally appeared DAVID DODD & MIKHAIL FAYBUSOVICH to me known who, being by me duly sworn, did depose and say that he/she is VICE PRESIDENT & ASSOCIATE of Credit Suisse First Boston, a New York corporation, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Credit Suisse First Boston.

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified In New York County
Commission Expires February 20, 2007



Notary Public

(Affix Seal Below)

EXHIBIT A

ITEM 4 FROM RECORDATION FORM COVER SHEET
(TRADEMARKS)

Mueller International, Inc.		Filing Dt:	Reg #:	Reg. Dt:
1	Serial #: <u>76179429</u> Mark: AQUAGRIP	12/13/2000	<u>2689173</u>	02/18/2003
2	Serial #: <u>76366590</u> Mark: SMART-HYDRANT	02/04/2002		NONE
3	Serial #: <u>76392134</u> Mark: MAGIC BOX	04/08/2002	<u>2887068</u>	09/21/2004
4	Serial #: <u>78052890</u> Mark: HM/JJ	03/13/2001	<u>2689440</u>	02/18/2003
5	Serial #: <u>78147083</u> Mark: SUPER CENTURION	07/24/2002	<u>2741951</u>	07/29/2003
6	Serial #: <u>78159331</u> Mark: HYDRANT-DEFENDER	08/29/2002	<u>2872630</u>	08/10/2004
7	Serial #: <u>78302925</u> Mark: EBRASS	09/19/2003	<u>2981969</u>	08/02/2005
8	Serial #: <u>78302944</u> Mark: E-BRASS	09/19/2003	<u>2979275</u>	07/26/2005
9	Serial #: <u>78329923</u> Mark: MUELLER MEGA-LITE	11/19/2003	<u>2924467</u>	02/01/2005
10	Serial #: <u>78329927</u> Mark: MEGA-LITE	11/19/2003		NONE

Reel/Frame: 2997/0641

043235-0058-10154-NY03,2479170.1

RECORDED: 01/31/2006

TRADEMARK
REEL: 003237 FRAME: 0551