

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 3002 Frame 0317)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Law Debenture Trust Company of New York		12/22/2005	New York State Trust Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	AnvilStar, LLC
<b>Street Address:</b>	500 W. Eldorado Street
<b>City:</b>	Decatur
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	62522
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2605289	WHAT THE BEST HOMES ARE WEARING
Registration Number:	2968726	ANVILSTAR
Serial Number:	78358539	ANVILSTAR
Registration Number:	2961534	ANVILSTAR
Serial Number:	78383585	ANVILSTAR

**CORRESPONDENCE DATA**

**Fax Number:** (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** (212) 455-7609  
**Email:** ksolomon@stblaw.com  
**Correspondent Name:** Kirstie Howard, Esq.  
**Address Line 1:** Simpson Thacher & Bartlett LLP  
**Address Line 2:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

OP \$140.00 2605289

ATTORNEY DOCKET NUMBER:	043235/0058
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	03/01/2006
Total Attachments: 4 source=TR300231#page1.tif source=TR300231#page2.tif source=TR300231#page3.tif source=TR300231#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 22, 2005, from Law Debenture Trust Company of New York, a New York State Trust Company, as Collateral Agent (the "Agent") for itself, certain noteholders, certain banks and other financial institutions (the "Lenders"), to AnvilStar, LLC, a Delaware limited liability company with its principal place of business located at 500 W. Eldorado Street, Decatur, IL 62522 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the 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 June 22, 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 30, 2004, at Reel 3002 and Frame 0317; 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 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.

Law Debenture Trust Company of New York

By: 

Name: **Patrick J. Healy**

Title: **Vice President**

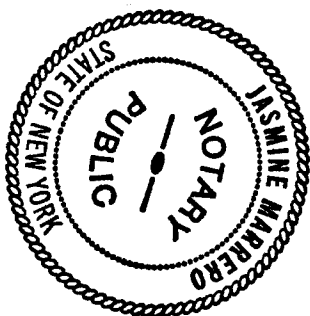
STATE OF NY )  
 )  
COUNTY OF Bronx )

SS.:

On this 24 day of January, 2006, before me personally appeared Patrick Healy to me known who, being by me duly sworn, did depose and say that he/she is Vice President of Law Debenture Trust Company of New York described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Law Debenture Trust Company of New York.

Jasmine Marrero  
Notary Public

(Affix Seal Below)



**JASMINE MARRERO**  
Notary Public, State of New York  
No. 01MA6089997  
Qualified in Bronx County  
Commission Expires 3/31, 2007

EXHIBIT A

ITEM 4 FROM RECORDATION FORM COVER SHEET  
(TRADEMARKS)

AnvilStar, LLC

- 1    **Serial #:** 75828394    **Filing Dt:** 10/20/1999    **Reg #:** 2605289    **Reg. Dt:** 08/06/2002  
**Mark:** WHAT THE BEST HOMES ARE WEARING
- 2    **Serial #:** 78358525    **Filing Dt:** 01/28/2004    **Reg #:** 2968726    **Reg. Dt:** 07/12/2005  
**Mark:** ANVILSTAR
- 3    **Serial #:** 78358539    **Filing Dt:** 01/28/2004    **Reg #:** NONE    **Reg. Dt:**  
**Mark:** ANVILSTAR
- 4    **Serial #:** 78358570    **Filing Dt:** 01/28/2004    **Reg #:** 2961534    **Reg. Dt:** 06/07/2005  
**Mark:** ANVILSTAR
- 5    **Serial #:** 78383585    **Filing Dt:** 03/12/2004    **Reg #:** NONE    **Reg. Dt:**  
**Mark:** ANVILSTAR

**Reel/Frame:** 3002/0317