

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/20/2001

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amtrol Inc.		12/20/2001	CORPORATION: RHODE ISLAND

**RECEIVING PARTY DATA**

Name:	American Granby, Inc.
Street Address:	7645 Henry Clay Boulevard
City:	Liverpool
State/Country:	NEW YORK
Postal Code:	13088
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	0679217	CLAYTON MARK
Registration Number:	2590888	CM
Registration Number:	2655639	CLAYTON MARK
Registration Number:	0697081	CM
Registration Number:	1345556	HARVARD
Registration Number:	1383072	HARVARD
Registration Number:	1404046	HARVARD
Registration Number:	1404045	HARVARD
Registration Number:	1384025	HARVARD
Registration Number:	1383210	HARVARD
Registration Number:	1336496	HARVARD
Registration Number:	1540345	PLUMB FLO

CH \$340.00 0679217

Registration Number: 1445781 POOL PRO COMBO

**CORRESPONDENCE DATA**

Fax Number: (315)218-8100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 315-218-8530  
Email: bskpto@bsk.com  
Correspondent Name: David L. Nocilly  
Address Line 1: One Lincoln Center  
Address Line 4: Syracuse, NEW YORK 13202

ATTORNEY DOCKET NUMBER:	AMERICAN GRANBY, INC.
NAME OF SUBMITTER:	David L. Nocilly
Signature:	/david l. nocilly/
Date:	05/10/2006

Total Attachments: 6  
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**AMTROL INC. - AMERICAN GRANBY INC. AGREEMENT**

**AGREEMENT** as of November 30, 2001 by and between AMTROL Inc., a Rhode Island corporation ("AMTROL") on the one hand and American Granby, Inc., a New York corporation, with a principal place of business at 7645 Henry Clay Boulevard, Liverpool, New York ("American Granby") on the other hand.

WHEREAS, AMTROL is a manufacturer and distributor of products utilized in well water systems and plumbing, heating and related applications;

WHEREAS, American Granby is a distributor of products in the wholesale market for well water systems, plumbing and similar products;


WHEREAS, the parties previously entered into an Asset Purchase Agreement dated May 13, 1997 and a License Agreement dated May 30, 1997 ("the License Agreement") pursuant to which American Granby agreed, inter alia to assume certain rights and obligations pursuant to a Manufacturing Agreement between AMTROL and MAFCO Inc. dated April 12, 1996 ("the MAFCO Agreement");

WHEREAS, various issues and disputes have arisen among the parties relating to certain trademarks and tradenames and the parties are desirous of amicably resolving these disputes as set forth herein;


NOW THEREFOR, in consideration of the mutual promises, covenants and understandings hereinafter set forth, the parties agree as follows:

**1. Assignment From AMTROL to American Granby (Exhibit I Marks).**

(a) AMTROL hereby assigns to American Granby all of its worldwide right, title and interest in and to the trademarks listed on the attached Exhibit 1, the U.S. and foreign registrations thereof and applications therefore, (the "Exhibit 1 Marks") subject to the rights MAFCO may have (if any) relating to the Exhibit 1 Marks pursuant to the MAFCO Agreement or otherwise. AMTROL and American Granby agree that AMTROL may use the Exhibit 1 Marks in connection with products AMTROL may purchase from MAFCO and re-sell pursuant to the MAFCO Agreement.

*and the goodwill represented thereby,*  
  
12/20/01


(b) AMTROL also hereby assigns to American Granby (to the extent not previously assigned) all of its worldwide right, title and interest in and to the trademarks listed on the attached Exhibit 2, the U.S. and foreign registrations thereof and applications therefore, (the "Exhibit 2 Marks").


*and the goodwill represented thereby,*  
  
12/20/01

5. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Rhode Island without regard to its choice of law rules or borrowing statutes.

**AMTROL Inc.**

**American Granby Inc.**

By:   
Robert Pape  
Title: Vice President - Sales and Marketing

By:   
John W. Lowe  
Title: President

Date: December 20, 2001

Date: December 14, 2001

Agreements/American Granby 10-24-01

(c) American Granby acknowledges that AMTROL has made no representations or warranties whatsoever relating to the Exhibit 1 or Exhibit 2 Marks, it being the intent of the parties hereto that the Exhibit 1 and Exhibit 2 Marks shall be conveyed and transferred to American Granby in their present condition, "as is" and "where is" without representation or warranty, express or implied, of any kind, including, without limitation, as to the ownership of and the right to use the Exhibit 1 and Exhibit 2 Marks.

(d) American Granby shall indemnify and hold AMTROL harmless from any and all liability, damages and costs including without limitation attorneys fees and costs and any claims or suits made, asserted or brought against AMTROL or its successors, affiliates, officers, directors or shareholders with respect to or arising out of the Exhibit 1 or Exhibit 2 Marks except for any claims based on AMTROL's use of the Exhibit 1 or Exhibit 2 Marks.

(e) American Granby shall pay all reasonable and necessary costs and fees, including attorneys fees and filing fees incurred by AMTROL to assign the Exhibit 1 and Exhibit 2 Marks to American Granby.

## 2. Acknowledgment Relating to Exhibit 3 Marks.

(a) American Granby acknowledges that AMTROL is the owner of all worldwide right, title and interest in the trademarks listed on the attached Exhibit 3, the registrations thereof and applications therefor (the "Exhibit 3 Trademarks") and the goodwill represented by the Exhibit 3 Trademarks, together with the right to sue for and to collect damages for past infringements of the Exhibit 3 Trademarks, and that American Granby has no rights in the Exhibit 3 Trademarks.

(b) American Granby shall not challenge AMTROL's ownership of all right, title, and interest in the Exhibit 3 Trademarks or the validity of the Exhibit 3 Trademarks, or directly or indirectly, assert any right, title or interest in or to the Exhibit 3 Trademarks.

**3. Cooperation.** Each party hereto at the reasonable request of the other and without additional consideration, shall execute and deliver all documents that are necessary or appropriate to consummate or implement this agreement.,

**4. MAFCO Agreement; License Agreement.** American Granby agrees that it will remain responsible for obligations to MAFCO Inc. which American Granby may have assumed (if any) that remain outstanding pursuant to the terms of the License Agreement and MAFCO Agreement, including without limitation any notice of termination requirements. American Granby agrees that AMTROL has no further liabilities, responsibilities or obligations to American Granby pursuant to the License Agreement.

EXHIBIT 1

CM & design

CLAYTON MARK

EXHIBIT 2

Mix 'N Max  
Harvard  
Harvard & Design  
Medallion  
Pool Pro Combo  
Fas'N-Tite

EXHIBIT 3

CHAMPION  
WEL-FLO & Design  
PLUMB-FLO & Design