

TRADEMARI



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To the Director of the United States Patent and Tr

103212263

original documents or copy thereof.

1. Name of conveying party(ies): BATH UNLIMITED, INC.

FINANCE SECTION

4-3-06

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 1, 2006

2. Name and address of receiving party(ies):

Name: LIBERTY HARDWARE MFG. CORP.

Internal Address:

Street Address: 140 Business Park Drive

City: Winston-Salem State: NC ZIP: 27107

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Florida

Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

See List A

B. Trademark / Service Mark Registration No.(s)

See List B

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edgar A. Zarins

Internal Address: Legal Department

04/04/2006 DBYRNE 00000216 131981 78495473

01 FC:8521 40.00 DA

02 FC:8522 1975.00 DA

Street Address: Masco Corporation

21001 Van Born Rd.

City: Taylor State: MI ZIP: 48180

6. Total number of applications and registrations involved:..... **80**

7. Total fee (37 CFR 3.41):.....\$ 2015.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-1981

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edgar A. Zarins, Reg. #30,986

Name of Person Signing

Signature

3/30/2006

Date

Total number of pages including cover sheet, attachments, and

10

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003318 FRAME: 0480

LIST A

TRADEMARK APPLICATIONS

United States

COLLEGE CIRCLE	78/495,473	10/6/2004
MILBURN	78/476,914	9/1/2004
BARBIZON	78/476,919	9/1/2004
KATRINA	78/476,920	9/1/2004
CONCORDE	78/476,923	9/1/2004
CRESTFIELD	78/476,931	9/1/2004
NORTHPORT	78/476,934	9/1/2004
BELLVUE	78/495,206	10/6/2004
MESA	78/495,253	10/6/2004
MONTICELLO	78/495,493	10/6/2004
GATSBY	78/464,951	8/10/2004

CANADA

BEST VALUE and Design	1246950	2/11/2005
ALEXANDRIA	1233296	10/12/2004
SATRIA	1233299	10/12/2004
NOTRA	1233303	10/12/2004
ASTINA	1233301	10/12/2004
BELLVUE	1246955	2/11/2004
MESA	1246954	2/11/2004
MONTICELLO	1237345	11/16/2004
LINDSAY	1237347	11/16/2004
WESTON	1237346	11/16/2004

LIST B

TRADEMARK REGISTRATIONS

United States

Logo Design	1,248,386	8/16/1983
BUDGETEER	1,233,610	4/5/1983
DÉCOR	1,296,361	9/18/1984
ANTIGUA	1,233,611	4/5/1983
SEVILLE	1,241,208	6/7/1983
FRANKLIN BRASS	1,660,577	10/15/1991
TEMPRA	1,699,660	7/7/1992
ASTRA	1,714,678	9/8/1992
JAMESTOWN	1,839,790	6/14/1994
SAFETY + FIRST	2,120,120	12/9/1997
LIBERTY	2,275,068	9/7/1999
ASTRA	2,054,138	4/22/1997
BEST VALUE and Design	2,211,564	12/15/1998
TUSCAN	2,601,743	7/30/2002
FUTURA	2,273,275	8/31/1999
ELEGANCE	2,572,628	5/28/2002
ROYALE	1,813,765	12/28/1993
SERVO FLUSH	1,753,787	2/23/1993
SIGNATURE	1,895,578	5/23/1995
SEASCAPE	2,373,469	8/1/2000
HARVARD SQUARE	2,390,246	9/26/2000
LYNWOOD	2,482,743	8/28/2001
TIDAL WAVE	2,457,786	6/5/2001
COPPER VERDE	2,550,408	3/19/2002
INNOVATIONS	2,871,911	8/10/2004
GREENWICH	2,643,260	10/29/2002
ALEXANDRIA	2,917,603	1/11/2005
AUTUMN	2,678,602	1/21/2003
BELAIR	2,528,408	1/8/2002
NEWCASTLE	2,737,265	7/15/2003
OAKLAND	2,548,186	3/12/2002
SIMPLICITY	2,559,840	4/9/2002
SINFONIA	2,530,586	1/15/2002
CRYSTALLINE	2,802,719	1/6/2004
MODERNA	2,727,590	6/17/2003
NAVAJO	2,798,183	12/23/2003
ROSETTA	2,551,049	3/19/2002
CABRIO	2,769,576	9/30/2003
ILLUSTRATION	2,560,157	4/9/2002

NEOPOLITAN	2,541,653	2/19/2002
PARKLANE	2,652,434	11/19/2002
PYRMONT	2,884,568	9/14/2004
SAVILLA	2,769,575	9/30/2003
TRINIDAD	2,553,975	3/26/2002
ASCOT	2,782,335	11/11/2003
BELMONT	2,759,422	9/2/2003
DELFT	2,759,423	9/2/2003
SAMARA	2,759,424	9/2/2003
TRISTAN	2,759,425	9/2/2003
BATH UNLIMITED	2,838,927	5/4/2004
BATH UNLIMITED and Design	2,782,404	11/11/2003
ELANTRA	2,753,654	8/19/2003
BEAUMONT	2,747,987	8/5/2003
STAMFORD	2,689,224	2/18/2003
SIGNATURE BATHWARE and Design	2,642,073	10/29/2002
SIGNATURE BATHWARE BY BATH UNLIMITED and Design	2,711,941	4/29/2003
DÉCOR BATHWARE and Design	2,938,509	4/5/2005
DB Logo	2,743,789	7/29/2003
VERADA	2,647,135	11/5/2002
CAMIRA	2,650,604	11/12/2002
SATRIA	2,660,708	12/10/2002
HYDE PARK	2,647,136	11/5/2002
NOTRA	2,647,137	11/5/2002
BAJOU	2,696,513	3/11/2003
OCTAVIO	2,670,150	12/31/2002
BERKLEY	2,813,558	2/10/2004
ASTINA	2,696,512	3/11/2003
BALTIMORE	2,647,134	11/5/2002
WESTCHESTER	2,836,902	4/27/2004

Canada

SAFETY + FIRST	653955	11/30/2005
FUTURA	647332	9/6/2005
COLLEGE CIRCLE	651138	10/24/2005
AUTUMN	651800	10/27/2005
STAMFORD	647426	9/7/2005

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on December 8, 2005, effective January 1, 2006, as shown by the records of this office.

The document number of the surviving corporation is V54382.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eleventh day of January, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

01/01/06

ARTICLES OF MERGER (Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

Name	Jurisdiction	Document Number (if known/ applicable)
Liberty Hardware Mfg. Corp.	Florida	

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number (if known/ applicable)
Bath Unlimited, Inc.	Delaware	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 01 / 01 / 2006 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)
AT 12:00 a.m. EST

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on November 28, 2005

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 28, 2005

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
05 DEC -8 PM 2:14
SECRETARY OF STATE
TALLAHASSEE FLORIDA

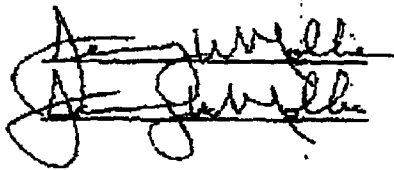
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

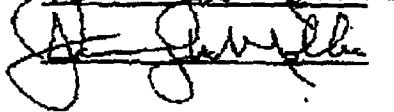
Typed or Printed Name of Individual & Title

Liberty Hardware Mfg. Corp.



Jerry W. Mollica, Vice President

Bath Unlimited, Inc.



Jerry W. Mollica, Vice President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of November 28, 2005, is made and entered into between Liberty Hardware Mfg. Corp., a Florida corporation (the "Survivor") and Bath Unlimited, Inc., a Delaware corporation ("Merging Corporation") the Merging Corporation and the Survivor are collectively referred to herein as the "Constituent Entities".

A. The Constituent Entities, in consideration of the mutual agreements of each entity as set forth hereinafter, deem it advisable and generally for the welfare of each entity, that the Merging Corporation merge with and into the Survivor under and pursuant to the terms and conditions set forth herein (the "Merger"), following which the Survivor shall be the surviving entity.

B. The terms and conditions of the Merger, the mode of carrying the same into effect, the manner of converting with the shares of the Merging Corporation and the shares of the Survivor outstanding immediately prior to the effective time of the Merger, and other pertinent provisions of the Merger, are hereinafter set forth.

ARTICLE I

At the effective time (defined below), in accordance with the provisions of the laws of the State of Florida, the Merging Corporation shall be merged with and into the Survivor, following which the Survivor shall be the surviving entity. The street address of the Survivor's principal place of business is 140 Business Park Drive, Winston-Salem, North Carolina 27107.

ARTICLE II

The Merger shall become effective on January 1, 2006 at 12:00 a.m. Eastern Standard Time (the "effective time").

ARTICLE III

The Articles of Incorporation of the Surviving Corporation are not to be amended by virtue of the Merger and the name of the Surviving Corporation will remain the same.

ARTICLE IV

The bylaws of the Survivor as they shall exist at the effective time of this Agreement shall be and remain the bylaws of the Survivor until the same shall be altered, amended and repealed as therein provided.

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ARTICLE V

At the effective time, the directors and officers of the Survivor will remain the same. Each director and officer shall hold office until his or her respective successors are elected and qualified as provided by the bylaws of the Survivor.

TRADEMARK**REEL: 003318 FRAME: 0487**

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ARTICLE VI

The designation and number of outstanding shares of stock in Merging Corporation is 1,000 shares of common stock, par value \$1.00, each of which shares is entitled to one vote on all matters presented to a vote of the shareholders. At the effective time, each share of capital stock of the Merging Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled without payment of any consideration therefore. Each share of common stock the Survivor, which shall be issued and outstanding at the effective time of this Agreement, shall remain issued and outstanding by virtue of the Merger and without any action on the part of the holder thereof.

ARTICLE VII

At the Effective Time, the separate existence of the Merging Corporation shall cease and all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets and property of every kind and description of the Merging Corporation shall be transferred to, vested in and devolved upon the Survivor without further act or deed and all property, rights, and every other interest of the Survivor and the Merging Corporation, shall as effectively be the property of the Survivor. The Merging Corporation hereby agrees, from time to time, as and when requested by the Survivor or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further action as the Survivor may deem necessary or desirable in order to vest in and confirm to the Survivor title to and possession of any property of the Merging Corporation acquired or to be acquired by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purpose hereof and the proper managers and officers of the Constituent Entities are fully authorized to take any and all such action. This merger is subject to Section 368(a)(1)(A) of the Internal Revenue Code in that it represents a statutory merger (i.e., the merge satisfies the requirements of the controlling state statute).

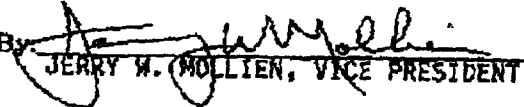
All rights of creditors and all liens upon the property of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Corporation shall then be attached to the Survivor and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

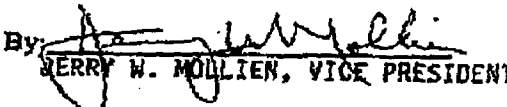
IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of

Directors have caused these presents to be executed by the Vice President or each party hereto as the respective act, deed and agreement of said corporation on this 28th day of November 2005.

LIBERTY HARDWARE MFG. CORP.
a Florida corporation

BATH UNLIMITED, INC.
a Delaware corporation

By: 
JERRY W. MOLLIE, VICE PRESIDENT

By: 
JERRY W. MOLLIE, VICE PRESIDENT