

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AS IP Holdco, LLC		03/06/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 98

Property Type	Number	Word Mark
Registration Number:	2049720	TAMARAC
Registration Number:	2042367	TAMARAC
Registration Number:	2049721	TAMARAC
Registration Number:	2049722	TAMARAC
Registration Number:	1881480	ULTRABRASS
Registration Number:	1871885	ULTRABRASS
Registration Number:	2946752	
Registration Number:	2846787	ALFIERE
Registration Number:	1464493	AMBIANCE
Registration Number:	1462685	AMBIANCE 2000
Registration Number:	1464484	AMBIANCE 2500
Registration Number:	2942929	AMERICAN STANDARD
Registration Number:	2238711	AMERICAN STANDARD

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Registration Number:	2940712	AMERICAN STANDARD
Registration Number:	2942930	AMERICAN STANDARD
Registration Number:	0984831	AMERICAN STANDARD
Registration Number:	1538079	AMERICAN STANDARD
Registration Number:	2238712	AMERICAN STANDARD
Registration Number:	2740490	AQUAFORCE
Registration Number:	1569530	AQUAMETER
Registration Number:	0731369	AQUASEAL
Registration Number:	2754469	ARCHIVE
Registration Number:	3152079	ARDSLEY
Registration Number:	2946838	ARIANA
Registration Number:	1602119	AZIMUTH
Registration Number:	3104890	BORMA BY JADO
Registration Number:	2748985	BOULEVARD
Registration Number:	2805813	BROOK
Registration Number:	1697506	CADENZA
Registration Number:	1573178	CADET PRESTIGE
Registration Number:	2890343	CHARTER
Registration Number:	0241555	CHROMARD
Registration Number:	1574690	CONNOISSEUR
Registration Number:	1571754	CORNER MINETTE
Registration Number:	2808494	CULINAIRE
Registration Number:	2802369	CULINAIRE
Registration Number:	3294790	DAZZLE
Registration Number:	1570794	DECLYN
Registration Number:	3091274	DIAMETRIQUE
Registration Number:	3161490	ENFIELD
Registration Number:	2124986	ESTATE
Registration Number:	3331700	EVERCLEAN
Registration Number:	3309438	EVOLUTION
Registration Number:	0842302	FIESTA
Registration Number:	1571751	FLOWSAVER
Registration Number:	2924205	GLANCE
Registration Number:	2398089	HAMPTON
Registration Number:	2799452	HATTERAS

Registration Number:	3155099	HOMESTEAD
Registration Number:	0846568	HORIZON
Registration Number:	1570797	HOSTESS
Registration Number:	1581371	INSTANTO
Registration Number:	1723582	INTERMEZZO
Registration Number:	1569528	JETBROOK
Registration Number:	2788919	LAKELAND
Registration Number:	2803783	LOFT
Registration Number:	1569529	LUCERNE
Registration Number:	1569526	LYNBROOK
Registration Number:	1999936	MONTERREY
Registration Number:	1590739	NEOLO
Registration Number:	1539237	NEW CADET
Registration Number:	1589863	OVAL HORIZON
Registration Number:	1604500	OVATION
Registration Number:	2740567	POSITROL
Registration Number:	2776938	PRAIRIE FIELD
Registration Number:	1542401	PRINCETON
Registration Number:	3046967	RAVENNA
Registration Number:	3148553	RELIANT +
Serial Number:	78799324	RELIANT 3
Registration Number:	1549000	REMODEL CAD
Registration Number:	2890365	RETROSPECT
Registration Number:	2769342	RISE AND SHINE
Registration Number:	1566997	ROMA GOLD
Registration Number:	1569527	ROXALYN
Registration Number:	1103825	SALEM
Registration Number:	2834686	SAPHO
Registration Number:	2185799	SAVONA
Registration Number:	1686262	SILHOUETTE
Registration Number:	1102053	SOLAR
Registration Number:	1602118	SOTTINI
Serial Number:	78753426	SPEED CONNECT
Registration Number:	2880413	STANDARD COLLECTION
Registration Number:	2766858	STANDARD COLLECTION

Registration Number:	0866725	STAN-SURE
Registration Number:	2884039	STRATFORD
Registration Number:	3259544	TOWNSEND
Registration Number:	1571753	TRIBOR
Serial Number:	78702533	TRIUMPH
Registration Number:	3235059	TRIUMPH
Registration Number:	3309426	TROPIC
Registration Number:	1583128	U.S. PLUMBING INC.
Registration Number:	1581372	VANETTE
Registration Number:	2724317	VENETO
Registration Number:	2974285	VERTISPA
Registration Number:	1695940	VIRTUOSO
Registration Number:	1577626	WARREN PLATNER
Registration Number:	3163794	WHISPERGLIDE
Serial Number:	78426783	ZEN

CORRESPONDENCE DATA

Fax Number: (312)863-7807
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7233
Email: rena.kollias@goldbergkohn.com
Correspondent Name: rena kollias
Address Line 1: 55 East Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.185
NAME OF SUBMITTER:	Rena Kollias
Signature:	/renakollias/
Date:	03/11/2008

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of March, 2008, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("Foothill"), in its capacity as a collateral agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns, if any, "US Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 6, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among AS America, Inc., a Delaware corporation ("AS America"), AS Logistics, Inc., a Delaware corporation ("AS Logistics"), AS Canada, ULC, a Nova Scotia unlimited liability company ("AS Canada"; collectively with AS America and AS Logistics, each a "Borrower" and collectively the "Borrowers"), ASD Holding Corp., a Delaware corporation, the lenders from time to time party thereto as "Lenders" ("Lenders"), Foothill, as a lender, arranger and an administrative agent for the Lenders (in such capacity, together with its permitted successors and assigns, if any, "US Administrative Agent"), US Collateral Agent, Wells Fargo Foothill Canada ULC, an Alberta unlimited corporation ("WFF Canada"), as an administrative agent for the Lenders (in such capacity, together with its permitted successors and assigns, if any, "Canadian Administrative Agent"), and WFF Canada, as a collateral agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns, if any, "Canadian Collateral Agent"), the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to US Collateral Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of March 6, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to US Collateral Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to US Collateral Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property, including any "intent to use" trademark applications until such time as a verified statement of use is filed with, and accepted by, the United States Patent and Trademark Office or the applicable equivalent thereof) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those Trademarks referred to on Schedule I hereto, all renewals thereof, and all goodwill of the business symbolized by its Trademarks and connected therewith;

(b) all of its rights to sue for past, present and future infringements and dilutions of its Trademarks; and

(c) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to US Collateral Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to US Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 6(g)(iv) of the Security Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes US Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from US Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full (as defined in the Security Agreement) of the Obligations in accordance with the provisions of the Credit Agreement

and termination or expiration of the Commitments, US Collateral Agent shall promptly, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Upon the sale or disposition of any Trademark Collateral, the Security Interest in such Trademark Collateral shall be automatically released and terminated to the extent such sale or disposition is expressly permitted under the Credit Agreement, and at such time, US Collateral Agent will authorize the filing of appropriate termination statements to terminate such Security Interest.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AS IP HOLDCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, a Delaware
limited liability company, as US Collateral Agent

By:  _____
Name: *Samantha Alexander* _____
Title: *VP* _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Registration Number	Intent to Use	Date of Issuance/Registration	Owner/Chain of title Issues
U.S. REGISTERED				
Tamarac	2049720		4/1/1997	AS IP Holdco, LLC
Tamarac	2042367		3/4/1997	AS IP Holdco, LLC
Tamarac	2049721		4/1/1997	AS IP Holdco, LLC
Tamarac	2049722		4/1/1997	AS IP Holdco, LLC
Ultrabrace	1881480		2/28/1995	AS IP Holdco, LLC
Ultrabrace	1871885		2/28/1995	AS IP Holdco, LLC
"No Plunger" Design	2946752		5/3/2005	AS IP Holdco, LLC
Alfiere	2846787		5/25/2004	AS IP Holdco, LLC
Ambiance	1464493		11/10/1987	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
Ambiance 2000	1462685		10/27/1987	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
Ambiance 2500	1464484		11/10/1987	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; Bankers Trust to Chemical Bank 6/1/1993

Trademark	Registration Number	Intent to Use	Date of Issuance/Registration	Owner/Chain of title Issues
American Standard	2942929		4/19/2005	AS IP Holdco, LLC
American Standard	2238711		4/13/1999	AS IP Holdco, LLC
American Standard	2940712		4/12/2005	AS IP Holdco, LLC
American Standard	2942930		4/19/2005	AS IP Holdco, LLC
American Standard	984831		5/28/1974	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
American Standard (new script)	1538079		5/9/1989	AS IP Holdco, LLC
American Standard (script)	2238712		4/13/1999	AS IP Holdco, LLC
Aquaforce	2740490		7/22/2003	AS IP Holdco, LLC
Aquameter	1569530		12/5/1989	AS IP Holdco, LLC
Aquaseal	0731369		5/15/1962	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; Bankers Trust to Chemical Bank 6/1/1993
Archive	2754469		8/19/2003	AS IP Holdco, LLC
Ardsley	3152079		10/3/2006	AS IP Holdco, LLC
Ariana	2946838		5/3/2005	AS IP Holdco, LLC
Azimuth	1602119		6/19/1990	AS IP Holdco, LLC
Borma by Jado	3104890		6/13/2006	AS IP Holdco, LLC
Boulevard	2748985		8/5/2003	AS IP Holdco, LLC
Brook	2805813		1/13/2004	AS IP Holdco, LLC
Cadenza	1697506		6/30/1992	AS IP Holdco, LLC
Cadet Prestige	1573178		12/26/1989	AS IP Holdco, LLC
Charter	2890343		9/28/2004	AS IP Holdco, LLC
Chromard	0241555		5/1/1928	AS IP Holdco, LLC
Connoisseur	1574690		1/2/1990	AS IP Holdco, LLC
Corner Minette	1571754		12/19/1989	AS IP Holdco, LLC

Trademark	Registration Number	Intent to Use	Date of Issuance/Registration	Owner/Chain of title Issues
Culinaire	2808494		1/27/2004	AS IP Holdco, LLC
Culinaire	2802369		1/6/2004	AS IP Holdco, LLC
Dazzle	3294790		9/18/2007	AS IP Holdco, LLC
Declyn	1570794		12/12/1989	AS IP Holdco, LLC
Diametrique	3091274		5/9/2006	AS IP Holdco, LLC
Enfield	3161490		10/24/2006	AS IP Holdco, LLC
Estate	2124986		12/30/1997	AS IP Holdco, LLC
Everclean	3331700		11/6/2007	AS IP Holdco, LLC
Evolution	3309438		10/9/2007	AS IP Holdco, LLC
Fiesta	842302		1/16/1968	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
Flowsaver	1571751		12/19/1989	AS IP Holdco, LLC
Glance	2924205		2/1/2005	AS IP Holdco, LLC
Hampton	2398089		10/24/2000	AS IP Holdco, LLC
Hatteras	2799452		12/23/2003	AS IP Holdco, LLC
Homestead	3155099		10/10/2006	AS IP Holdco, LLC
Horizon	846568		3/26/1968	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
Hostess	1570797		12/12/1989	AS IP Holdco, LLC
Instanto	1581371		2/6/1990	AS IP Holdco, LLC
Intermezzo	1723582		10/13/1992	AS IP Holdco, LLC
Jetbrook	1569528		12/5/1989	AS IP Holdco, LLC
Lakeland	2788919		12/2/2003	AS IP Holdco, LLC
Loft	2803783		1/6/2004	AS IP Holdco, LLC
Lucerne	1569529		21/5/1989	AS IP Holdco, LLC
Lynbrook	1569526		12/5/1989	AS IP Holdco, LLC
Monterrey	1999936		9/10/1996	AS IP Holdco, LLC
Neolo	1590739		4/10/1990	AS IP Holdco, LLC
New Cadet	1539237		5/16/1989	AS IP Holdco, LLC

Trademark	Registration Number	Intent to Use	Date of Issuance/Registration	Owner/Chain of title Issues
Oval Horizon	1589863		7/3/1990	AS IP Holdco, LLC
Ovation	1604500		7/3/1990	AS IP Holdco, LLC
Positrol	2740567		7/22/2003	AS IP Holdco, LLC
Prairie Field	2776938		10/21/2003	AS IP Holdco, LLC
Princeton	1542401		6/6/1989	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
Ravenna	3046967		1/17/2006	AS IP Holdco, LLC
Reliant+	3148553		9/26/2006	AS IP Holdco, LLC
Reliant 3	Application number 78799324		Application date 1/25/2006	AS IP Holdco, LLC
RemodelCAD	1549000		7/25/1989	AS IP Holdco, LLC
Retrospect	2890365		9/28/2004	AS IP Holdco, LLC
Rise and Shine	2769342		9/30/2003	AS IP Holdco, LLC
Roma Gold	1566997		11/21/1989	AS IP Holdco, LLC
Roxalyn	1569527		12/5/1989	AS IP Holdco, LLC
Salem	1103825		10/10/1978	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
Sapho	2834686		4/20/2004	AS IP Holdco, LLC
Savona	2185799		9/1/1998	AS IP Holdco, LLC
Silhouette	1686262		5/12/1992	AS IP Holdco, LLC

Trademark	Registration Number	Intent to Use	Date of Issuance/Registration	Owner/Chain of title Issues
Solar	1102053		9/12/1978	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
Sottini	1602118		6/19/1990	AS IP Holdco, LLC
Speed Connect	Application number 78753426		Application date 11/14/2005	AS IP Holdco, LLC
Standard Collection	2880413		8/31/2004	AS IP Holdco, LLC
Standard Collection	2766858		9/23/2003	AS IP Holdco, LLC
Stan-sure	866725		3/18/1969	AS IP Holdco, LLC Security Interest: U.S. Plumbing Inc. to Bankers Trust 6/24/1988; American Standard Inc to Bankers Trust 6/27/1988; Bankers Trust to Chemical Bank 6/1/1993
Stratford	2884039		9/14/2004	AS IP Holdco, LLC
Townsend	3259544		7/3/2007	AS IP Holdco, LLC
Tribor	1571753		12/19/1989	AS IP Holdco, LLC
Triumph	Application number 78702533		Application date 8/29/2005	AS IP Holdco, LLC
Triumph	3235059		4/24/2007	AS IP Holdco, LLC
Tropic	3309426		10/9/2007	AS IP Holdco, LLC
U.S. Plumbing Inc.	1583128		2/13/1990	AS IP Holdco, LLC
Vanette	1581372		2/6/1990	AS IP Holdco, LLC
Veneto	2724317		6/10/2003	AS IP Holdco, LLC
Vertispa	2974285		7/19/2005	AS IP Holdco, LLC
Virtuoso	1695940		6/23/1992	AS IP Holdco, LLC
Warren Platner	1577626		1/16/1990	AS IP Holdco, LLC
Whisperglide	3163794		10/24/2006	AS IP Holdco, LLC

Trademark	Registration Number	Intent to Use	Date of Issuance/Registration	Owner/Chain of title Issues
Zen	Application number 78426783		Application date 5/28/2004	AS IP Holdco, LLC
STATE REGISTERED				
Trademark	Registration Number	Date of Issuance/Registration	Owner/Chain of title Issues	
American Standard	Pennsylvania n/a	n/a	AS IP Holdco, LLC	
American Standard	Georgia T80	8/30/1967	AS IP Holdco, LLC	
American Standard	Georgia T81	10/20/ 1958	AS IP Holdco, LLC	
American Standard	Indiana 500597	10/22/1958	AS IP Holdco, LLC	
American Standard	Louisiana n/a	10/22/1958	AS IP Holdco, LLC	
American Standard	Maryland 785194	10/24/1978	AS IP Holdco, LLC	
American Standard	Maryland 775107	5/12/1977	AS IP Holdco, LLC	
American Standard	Minnesota 3443	5/8/1968	AS IP Holdco, LLC	
American Standard	New Hampshire n/a	5/2/1968	AS IP Holdco, LLC	
American Standard	New Hampshire n/a	10/27/1958	AS IP Holdco, LLC	
American Standard	New York R11384	5/17/1968	AS IP Holdco, LLC	
American Standard	North Carolina 55	5/30/1968	AS IP Holdco, LLC	
American Standard	North Carolina 53	5/30/1968	AS IP Holdco, LLC	
American Standard	North Dakota 5105100	5/3/1968	AS IP Holdco, LLC	
American Standard	Virginia n/a	10/20/1958	AS IP Holdco, LLC	
American Standard Inc.	Ohio 5532	7/2/1987	AS IP Holdco, LLC	
American Standard Inc.	Ohio 3274	6/1/1988	AS IP Holdco, LLC	
American-Standard	Florida 909128	5/21/1957	AS IP Holdco, LLC	
American-Standard	North Dakota 5103300	5/22/1957	AS IP Holdco, LLC	

Trademark	Registration Number	Intent to Use	Date of Issuance/Registration	Owner/Chain of title Issues
Eurocast	California 94441	n/a		AS IP Holdco, LLC
American Standard	Puerto Rico 54098	9/30/2003		AS IP Holdco, LLC
American Standard	Puerto Rico 54099	9/30/2003		AS IP Holdco, LLC