

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crane Plumbing LLC		04/21/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sun Plumbing V Finance, LLC
Street Address:	5200 Town Center Circle
Internal Address:	Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2218503	ATLAS
Registration Number:	1929958	ATLAS
Registration Number:	1928290	NOSTALGIA
Registration Number:	1508007	SATURN
Registration Number:	2922433	SHOWERITE
Registration Number:	0978416	UNIVERSAL-RUNDLE
Registration Number:	1821185	ASTRA-LAV
Registration Number:	2411066	BATHROOM-TO-GO
Registration Number:	0555469	CADET
Registration Number:	1018433	CASCADE
Registration Number:	1550064	CHELSEA
Registration Number:	2362942	CLASSIC COLLECTION
Registration Number:	2151790	CRANE PLUMBING

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Registration Number:	1650700	
Registration Number:	1430144	ECONOMISER
Registration Number:	1596248	EL PASO
Registration Number:	0561155	FIAT
Registration Number:	1139443	GALAXY PLUMBING PRODUCTS
Registration Number:	0726432	GIBRALTAR
Registration Number:	1699778	HARWICH
Registration Number:	1188546	JUBILEE
Registration Number:	0778053	MOLDED-STONE
Registration Number:	0726433	MONTEREY
Registration Number:	2840445	PEDESTAL-TO-GO
Registration Number:	0864461	PILOT
Registration Number:	0878022	SANY
Registration Number:	0801191	SANYMETAL
Registration Number:	1062703	SEAQULL
Registration Number:	0859198	SERV-A-SET
Registration Number:	0788648	SERVASINK
Registration Number:	2591802	SHOWER-TO-GO
Registration Number:	0551814	SKIPPER
Registration Number:	3006280	SUREFLUSH
Registration Number:	2771993	THE BEST NEW IDEA SINCE PLUMBING CAME INDOORS
Registration Number:	2365531	TOILET-TO-GO
Registration Number:	1415013	TUF-FLOR
Registration Number:	1532887	TUF-TUB
Registration Number:	2687718	CORA
Serial Number:	77454036	CRANE PLUMBING THE CLEAR CHOICE
Serial Number:	77195673	ECOSOLUTIONS

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-2000
Email: dgasiorowski@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 200 East Randolph Drive
Address Line 2: Donna Gasiorowski, Sr. Legal Asst.
Address Line 4: Chicago, ILLINOIS 60601

TRADEMARK

REEL: 003776 FRAME: 0728

ATTORNEY DOCKET NUMBER:	10877-1 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	05/13/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2008, by Crane Plumbing LLC, a Delaware limited liability company ("Grantor"), in favor of Sun Plumbing V Finance, LLC, a Delaware limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, the parties hereto have executed that certain Senior Subordinated Secured Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note"); and

WHEREAS, the Grantor has executed and delivered to the Secured Party, that certain Security Agreement dated as of the date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note the Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) All of its trademarks registrations and trademark applications (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), including those referred to on Schedule I hereto;
- (b) all renewals, registrations, continuations and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including, without limitation, rights to recover for past, present and future violations thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6.1 of the Security Agreement.

[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.

GRANTOR:

CRANE PLUMBING LLC

By: 
Name: John Jacob
Title: CFO, Treasurer & Secretary

ACCEPTED AND ACKNOWLEDGED BY:

SUN PLUMBING V FINANCE, LLC

By: _____
Name: Michael J. McConvery
Title: Vice President & Assistant Secretary

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.

GRANTOR:

CRANE PLUMBING LLC

By: _____
Name: John Jacob
Title: CFO, Treasurer & Secretary

ACCEPTED AND ACKNOWLEDGED BY:

SUN PLUMBING V FINANCE, LLC

By: 
Name: Michael J. McConvery
Title: Vice President & Assistant Secretary

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
ATLAS	75352948 9/8/1997	2218503 1/19/1999	Registered
ATLAS	74599571 11/16/1997	1929958 10/24/1995	Registered
NOSTALGIA	74599475 11/16/1994	1928290 10/17/1995	Registered
SATURN	73719887 3/31/1988	1508007 10/11/1988	Registered
SHOWERITE	76573075 1/29/2004	2922433 2/1/2005	Registered
UNIVERSAL RUNDLE	7244478 12/26/1972	0978416 2/12/1974	Registered
ASTRA-LAV	74380055 4/19/1993	1821185 2/15/1994	Registered
BATHROOM TO GO	75445813 3/6/1998	2411066 12/5/2000	Registered
CADET (Stylized)	71612249 4/5/1951	0555469 2/26/1952	Registered
CASCADE and Design	73023348 6/5/1974	1018433 8/19/1975	Registered
CHELSEA	73760439 10/28/1988	1550064 8/1/1989	Registered
CLASSIC COLLECTION	75469431 4/19/1998	2362942 6/27/2000	Registered
CRANE PLUMBING	75140377 7/26/1996	2151790 4/21/1998	Registered
Bird Design	74087715 8/14/1990	1650700 7/16/1991	Registered
ECONOMISER	73/611,830 4/28/1986	1430144 2/24/1987	Registered
EL PASO	73824297 9/11/1989	1596248 5/15/1990	Registered
FIAT and Design	71611510 3/19/1951	0561155 4/8/1952	Registered
GALAXY PLUMBING PRODUCTS	73183580 8/18/1978	1139443 9/9/1980	Registered

Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
GIBRALTER	72116492 3/27/1961	0726432 1/16/1962	Registered
HARWICH	74157043 4/15/1991	1699778 7/7/1992	Registered
JUBILEE	73261939 5/13/1980	1188546 2/2/1982	Registered
MOLDED-STONE	72185377 1/27/1964	0778053 10/6/1964	Registered
MONTEREY	72116493 3/27/1961	0726433 1/16/1962	Registered
PEDESTIAL-TO-GO	75177442 10/7/1996	2840445 5/11/2004	Registered
PILOT	72291573 2/21/1968	0864461 2/4/1969	Registered
SANY	72269217 4/14/1967	0878022 10/7/1969	Registered
SANYMETAL	72216537 4/14/1965	0801191 1/4/1966	Registered
SEAQULL and Desgin	73080088 5/6/1979	1062703 4/5/1977	Registered
SERV-A-SET and Design	722830081 10/23/1967	0859198 10/29/1968	Registered
SERV-A-SINK and Design	72204898 10/27/1964	0788648 4/27/1965	Registered
SHOWER-TO-GO	75177438 10/7/1996	2591802 7/9/2002	Registered
SKIPPER	71611512 3/19/1951	0551814 12/4/1951	Registered
SUREFLUSH	76572272 1/21/2004	3006280 10/11/2005	Registered
THE BEST NEW IDEA SINCE PLUMBING CAME INDOORS	75899166 1/18/200	2771993 10/7/2003	Registered
TOILET-TO-GO	75177437 10/7/1996	2365531 7/11/2000	Registered
TUF-FLOR	73589079 3/20/1986	1415013 10/28/1986	Registered
TUF-TUB	73678408 8/14/1987	1532887 4/4/1989	Registered
CORA	75660172 3/15/1999	2687718 2/18/2003	Registered

Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
CRANE PLUMBING THE CLEAR CHOICE and Design	77454036 4/21/2008		Pending
ECOSOLUTIONS	77195673 6/1/2007		Allowed