

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		07/17/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, LLC, as Collateral Agent		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Serial Number:	77454036	CRANE PLUMBING THE CLEAR CHOICE	
Registration Number:	3450586	ECOSOLUTIONS	
Registration Number:	2922433	SHOWERITE	
Registration Number:	3006280	SUREFLUSH	
Registration Number:	2728176	READYPAK	
Registration Number:	2567190	PREFERRED BY PROFESSIONALS	
Registration Number:	2771993	THE BEST NEW IDEA SINCE PLUMBING CAME INDOORS	
Registration Number:	2687718	CORA	
Registration Number:	2362942	CLASSIC COLLECTION	
Registration Number:	2411066	BATHROOM-TO-GO	
Registration Number:	2218503	ATLAS	
Registration Number:	2365531	TOILET-TO-GO	
Registration Number:	2591802	SHOWER-TO-GO	

OP \$1065.00 77454036

900111690

TRADEMARK
REEL: 003819 FRAME: 0037

Registration Number:	2840445	PEDESTAL-TO-GO
Registration Number:	2151790	CRANE PLUMBING
Registration Number:	1929958	ATLAS
Registration Number:	1928290	NOSTALGIA
Registration Number:	1821185	ASTRA-LAV
Registration Number:	1699778	HARWICH
Registration Number:	1650700	
Registration Number:	1596248	EL PASO
Registration Number:	1550064	CHELSEA
Registration Number:	1508007	SATURN
Registration Number:	1532887	TUF-TUB
Registration Number:	1430144	ECONOMISER
Registration Number:	1415013	TUF-FLOR
Registration Number:	1188546	JUBILEE
Registration Number:	1139443	GALAXY PLUMBING PRODUCTS
Registration Number:	1062703	SEAQUILL
Registration Number:	1018433	CASCADE
Registration Number:	0978416	UNIVERSAL-RUNDLE
Registration Number:	0864461	PILOT
Registration Number:	0859198	SERV-A-SET
Registration Number:	0878022	SANY
Registration Number:	0801191	SANYMETAL
Registration Number:	0788648	SERVASINK
Registration Number:	0778053	MOLDED-STONE
Registration Number:	0726432	GIBRALTAR
Registration Number:	0726433	MONTEREY
Registration Number:	0555469	CADET
Registration Number:	0551814	SKIPPER
Registration Number:	0561155	FIAT

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1989.185

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

07/21/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of July, 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 Amended and Restated Credit Agreement dated as of July 17, 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"), Crane Plumbing LLC, a Delaware limited liability company ("Crane US"), Eljer, Inc., a Delaware corporation ("Eljer" and, together with AS America, AS Logistics and Crane US, "US Borrowers"), AS Canada, ULC, a Nova Scotia unlimited liability company ("AS Canada"), Crane Plumbing Canada Corp., a Canada corporation ("Crane Canada" and, together with AS Canada, "Canadian Borrowers"; Canadian Borrowers and US Borrowers are each referred to hereinafter as a "Borrower" and, collectively, as "Borrowers"), the lenders signatory thereto ("Lenders"), Wells Fargo Foothill, LLC, a Delaware limited liability company, as the arranger and an administrative agent (in such capacity, "US Administrative Agent"), and as a collateral agent (in such capacity, "US Collateral Agent"), Wells Fargo Financial Corporation Canada, a Nova Scotia unlimited company (in such capacity, "Canadian Administrative Agent"), and as a collateral agent (in such capacity, "Canadian Collateral Agent" and, together with US Collateral Agent, "Collateral Agents" and, together US Administrative Agent and Canadian Administrative Agent, "Agents"), and, solely for purposes of Section 5 and Section 6 of the Credit Agreement, ASD Plumbing Holding Corp., a Delaware corporation, ASD Holding Corp., a Delaware corporation, Crane Plumbing Holding Corp., a Delaware corporation, Crane Plumbing Canada Holding Corp., a Delaware corporation, and Eljer Holding Corp., a Delaware corporation, 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 Amended and Restated Security Agreement dated as of July 17, 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.

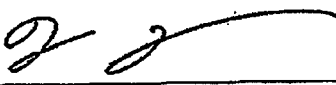
5. TERMINATION. Upon payment in full (as defined in the Security Agreement) of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, US Collateral Agent shall promptly, at Grantor's expense, execute, acknowledge and deliver to Grantor 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.

CRANE PLUMBING LLC, a Delaware limited liability company

By: 
Name: Kevin Oak
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name: _____
Title: _____

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.

CRANE PLUMBING 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: Kristi Fawcett
Name: Kristi Fawcett
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Crane Plumbing LLC	U.S.A.	Crane Plumbing the Clear Choice	77-454036 (Serial Number)	1/31/07 (First use date)
Crane Plumbing LLC	U.S.A.	Ecosolutions	3450586	6/17/08
Crane Plumbing LLC	U.S.A.	Showerite	3822433	2/1/05
Crane Plumbing LLC	U.S.A.	Sureflush	3006280	10/11/05
Crane Plumbing LLC	U.S.A.	Readypak	2728176	6/17/03
Crane Plumbing LLC	U.S.A.	Preferred by Professionals	2567190	5/7/02
Crane Plumbing LLC	U.S.A.	The Best New Idea Since Plumbing Came Indoors	2771993	10/7/03
Crane Plumbing LLC	U.S.A.	Cora	2687718	2/18/03
Crane Plumbing LLC	U.S.A.	Classic Collection	2362942	6/27/00
Crane Plumbing LLC	U.S.A.	Bathroom-To-Go	2411066	12/5/00
Crane Plumbing LLC	U.S.A.	Atlas	2218503	1/19/99
Crane Plumbing LLC	U.S.A.	Toilet-To-Go	2365531	7/11/00
Crane Plumbing LLC	U.S.A.	Shower-To-Go	2591802	7/9/02
Crane Plumbing LLC	U.S.A.	Pedestal-To-Go	2840447	5/11/04
Crane Plumbing LLC	U.S.A.	Crane Plumbing	2151790	4/21/98
Crane Plumbing LLC	U.S.A.	Atlas	1929958	10/24/95
Crane Plumbing LLC	U.S.A.	Nostalgia	1928290	10/17/95
Crane Plumbing LLC	U.S.A.	Astra-Lav	1821185	2/15/94
Crane Plumbing LLC	U.S.A.	Harwich	1699778	7/7/92
Crane Plumbing LLC	U.S.A.	None (design only)	1650700	7/16/91
Crane Plumbing LLC	U.S.A.	El Paso	1596248	5/15/90
Crane Plumbing LLC	U.S.A.	Chelsea	1550064	8/1/89
Crane Plumbing LLC	U.S.A.	Saturn	1508007	10/11/88
Crane Plumbing LLC	U.S.A.	Tuf-Tub	1532887	4/4/89
Crane Plumbing LLC	U.S.A.	Economiser	1430144	2/24/87
Crane Plumbing LLC	U.S.A.	Tuf-Flor	1415013	10/28/86
Crane Plumbing LLC	U.S.A.	Jubilee	1188546	2/2/82
Crane Plumbing LLC	U.S.A.	Galaxy Plumbing Products	1139443	9/9/80
Crane Plumbing LLC	U.S.A.	Seaquil	1062703	4/5/77
Crane Plumbing LLC	U.S.A.	Cascade	1018433	8/19/75
Crane Plumbing LLC	U.S.A.	Universal-Rundle	978416	2/12/74
Crane Plumbing LLC	U.S.A.	Pilot	864461	2/4/69
Crane Plumbing LLC	U.S.A.	Serv-A-Set	859198	10/29/68
Crane Plumbing LLC	U.S.A.	Sany	878022	10/7/69
Crane Plumbing LLC	U.S.A.	Sanymetal	801191	1/4/66

Crane Plumbing LLC	U.S.A.	Servasink	788648	4/27/65
Crane Plumbing LLC	U.S.A.	Molded-Stone	778053	10/6/64
Crane Plumbing LLC	U.S.A.	Gibraltar	726432	1/16/62
Crane Plumbing LLC	U.S.A.	Monterey	726433	1/16/62
Crane Plumbing LLC	U.S.A.	Cadet	555469	2/26/52
Crane Plumbing LLC	U.S.A.	Skipper	551814	12/4/51
Crane Plumbing LLC	U.S.A.	Fiat	561155	7/8/52