Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date Entity Type	
AMERICAN STANDARD INTERNATIONAL INC.		10/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	IDEAL STANDARD INTERNATIONAL BVBA
Street Address:	LOUIZALAAN 331-333
City:	BRUSSELS
State/Country:	BELGIUM
Postal Code:	1050
Entity Type:	LIMITED LIABILITY COMPANY: BELGIUM

PROPERTY NUMBERS Total: 26

900123008

Property Type	Number	Word Mark
Serial Number:	73798940	AFWALL
Serial Number:	73798939	ALLBROOK
Serial Number:	74158477	AMERICAST
Serial Number:	73728044	AMERICAST
Serial Number:	73798938	AQUALYN
Serial Number:	78140609	CADET
Serial Number:	73200691	CADET
Serial Number:	74176469	CAMBRIDGE
Serial Number:	78669375	CERAMIX
Serial Number:	78170684	CHAMPION
Serial Number:	78551690	CHAMPION
Serial Number:	78723890	COLONY
Serial Number:	72340488	COLONY
Serial Number:	78588614	FLOWISE

REEL: 003905 FRAME: 0936

1		
Serial Number:	73799535	GLENWALL
Serial Number:	78597021	HAMILTON
Serial Number:	73754272	HEXALYN
Serial Number:	73798925	MAYBROOK
Serial Number:	78093855	PORCHER
Serial Number:	78634629	REMINISCENCE
Serial Number:	74090282	RONDALYN
Serial Number:	74120413	RONDO
Serial Number:	73603910	SANNIX
Serial Number:	78786224	SELECTRONIC
Serial Number:	73798933	STALLBROOK
Serial Number:	78086569	TOWN SQUARE

CORRESPONDENCE DATA

Fax Number: (212)310-1762

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

Phone: 212-626-4737

Email: julia.r.talke@bakernet.com, nyctrademarks@bakernet.com

Correspondent Name: Julia R. Talke

Address Line 1: 1114 Avenue of the Americas Address Line 2: BAKER & MCKENZIE LLP

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 39214309-000003

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Julia R. Talke
Signature:	/jrt/
Date:	12/18/2008

Total Attachments: 9

source=Ideal Standard - TM assignment#page1.tif source=Ideal Standard - TM assignment#page2.tif source=Ideal Standard - TM assignment#page3.tif source=Ideal Standard - TM assignment#page4.tif

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INTELLECTUAL PROPERTY ASSIGNMENT – TRADEMARKS ASII TO IDEAL STANDARD INTERNATIONAL BVBA

This INTELLECTUAL PROPERTY ASSIGNMENT - TRADEMARKS (the "Assignment"), effective as of October 31, 2007 (the "Effective Date"), is by and among American Standard International Inc., a Delaware corporation, located at 1370 Avenue of the Americas, 33rd Floor, New York, NY 10019 ("Assignor"), on the one hand, and Ideal Standard International BVBA, a limited liability company organized under the laws of Belgium, located at Louizalaan 331-333, 1050 Brussels, Belgium ("Assignee"), on the other. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, American Standard Companies Inc., a Delaware corporation ("ASD"), ASD Acquisition Corp. (the "Americas Buyer") and Ideal Standard International Holding Sarl (the "International Buyer" and together with the Americas Buyer, the "Buyers") are parties to that certain Stock and Asset Purchase Agreement, dated July 23, 2007, as subsequently amended (the "Purchase Agreement"), pursuant to which ASD agreed to cause Assignor to sell, assign, transfer, convey and deliver to Assignee, and Buyers agreed to cause Assignee to purchase, acquire and accept from Assignor, free and clear of Encumbrances, other than Permitted Encumbrances, all of Assignor's right, title and interest in and to the Purchased Assets, including the trademark registrations and applications for registration set forth on Schedule A attached hereto (together with the goodwill of the business pertaining thereto and which is symbolized thereby) (collectively, the "Assigned Trademarks").

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Conveyance</u>. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks worldwide, including the right to enforce and the right to sue for and to recover for all infringement or misappropriations of the Assigned Trademarks, whenever and wherever occurring.
- 2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Trademarks (as applicable), as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

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- 3. <u>Further Assurances</u>. Assignor shall execute and deliver such documents as are reasonably requested by Assignee and are necessary to carry out the intent of this Assignment.
- 4. <u>Counterparts: Effectiveness</u>. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.
- 5. <u>Purchase Agreement</u>. Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.
- 6. <u>Amendment and Modification</u>. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.
- 7. <u>Headings</u>. The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.
- 8. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

Title

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WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

American Standard International Inc.
Ву:
Name:
Title:
,
Ideal Standard International BVBA
1
By: and
Name: Steven Barnes
Title: Director
,
By:
Name: Michael Goss
Title: Director

SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT [TO COME]

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SCHEDULE A

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Country: United States				
Trademark	Docket Number/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
AĖWALĹ	1988/	Renewed	- 798940	1586641
	United States of America	13-Mar-2010	10-May-1989	13-Mar-1990
ALLBROOK	1977/	Registered	798939	1570798
	United States of America	12-Dec-2009	10-May-1989	12-Dec-1989
AMARILIS	1833/	Renewed	73544041	1375719
	United States of America	17-Dec-2015	20-Jun-1985	17-Dec-1985
AMERICAST	1515/	Renewed	74158477	1783357
	United States of America	20-Jul-2013	18-Apr-1991	20-Jul-1993
AMERICAST	1254/	Registered	73728044	1519822
	United States of America	10-Jan-2009	12-May-1988	10-Jan-1989

AQUALYN	1979/ United States of America	Registered 19-Dec-2009	73798938 10-May-1989	1571755 19-Dec-1989
CADET	3046/	Registered	78140609	2750384
	United States of America	12-Aug-2013	01-Jul-2002	12-Aug-2003
CADET	1858/	Registered	73200691	1157941
	United States of America	23-Jun-2011	19-Jan-1979	23-Jun-1981
CAMBRIDGE	3172/	Registered	74176469	1694221
	United States of America	16-Jun-2012	17-Jun-1991	16-Jun-1992
CERAMIX	9672/	Registered	78669375	3257254
	United States of America	26-Jun-2017	13-Jul-2005	26-Jun-2007
CHAMPION	3103/	Registered	78170684	2843945
	United States of America	18-May-2014	03-Oct-2002	18-May-2004
CHAMPION	9591/	Registered	78551690	3146752
	United States of America	19-Sep-2016	21-Jan-2005	19-Sep-2006
CLEARTAP	2787/	Registered	78101861	2625298
	United States of America	24-Sep-2012	10-Jan-2002	24-Sep-2002
CLEARTAP & DESIGN	7120/	Registered	76011806	2660147
	United States of America	10-Dec-2012	29-Mar-2000	10-Dec-2002

COLONY	9712/	Registered	78723890	3183209
	United States of America	12-Dec-2016	30-Sep-2005	12-Dec-2006
COLONY	1860/	Renewed	72340488	895328
	United States of America	28-Jul-2010	13-Oct-1969	28-Jul-1970
ELLISSE	1868/	Registered	73428001	1288863
	United States of America	07-Aug-2014	27-May-1983	07-Aug-1984
FLOWISE	9610/	Registered	78588614	3143530
	United States of America	12-Sep-2016	16-Mar-2005	12-Sep-2006
GLENWALL	1980/	Renewed	73799535	1586642
	United States of America	13-Mar-2010	12-May-1989	13-Mar-1990
HAMILTON	United States of America	Registered	78597021 29-Mar-2005	3036984 27-Dec-2005
HERITAGE	1879/	Renewed	340489	917041
	United States of America	27-Jul-2011	13-Oct-1969	27-Jul-1971
HEXALYN	2170/	Registered	73754272	1539238
	United States of America	16-May-2009	26-Sep-1988	16-May-1989
L'EXPRESSION	2816/	Registered	78105137	2799184
	United States of America	23-Dec-2013	28-Jan-2002	23-Dec-2003
MAYBROOK	1959/	Registered	73798925	1570795
	United States of America	19-Dec-2009	10-May-1989	12-Dec-1989
MOONSHADOW	10690/ United States of America	Published	77052784 29-Nov-2006	

PORCHER	2745/	Registered 00 Temp	78093855 16-Nov-2001	2659628 10-Dec-2002
REMINISCENCE	9615/	Registered	78634629	3164837
	United States of America	31-Oct-2016	23-May-2005	31-Oct-2006
RONDALYN	5254/	Registered	74090282	1687755
	United States of America	19-May-2012	14-Sep-1989	19-May-1992
RONDO	3045/	Registered	74120413	1701639
	United States of America	21-Jul-2012	04-Dec-1990	21-Jul-1992
SANNIX	2203/	Registered	73603910	1524371
	United States of America	14-Feb-2009	12-Jun-1986	14-Feb-1989
SCALA	1910/	Renewed	72362470	919681
	United States of America	07-Sep-2011	12-Jun-1970	07-Sep-1971
SELECTRONIC	9551/	Registered	78786224	3158738
	United States of America	17-Oct-2016	06-Jan-2006	17-Oct-2006
STALLBROOK	1251/	Registered	73798933	1570796
	United States of America	12-Dec-2009	10-May-1989	12-Dec-1989
STUDIO	3043/	Registered	78140701	3002495
	United States of America	27-Sep-2015	02-Jul-2002	27-Sep-2005
TOWN SQUARE	2746/	Registered	78086569	2739056
	United States of America	15-Jul-2013	02-Oct-2001	15-Jul-2003

TRADEMARK
REEL: 003905 FRAME: 0947

RECORDED: 12/18/2008