

# 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
SAFETY TUBS COMPANY, LLC		07/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Collateral Agent		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77624059	MINUTE DRAIN	
Registration Number:	3715729	T5	
Registration Number:	2942586	SAFETY TUBS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
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		

OP \$90.00 77624059

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Signature:	/njb/
Date:	07/30/2010
<b>Total Attachments: 6</b> source=Safety Tubs Trademark Security Agreement#page1.tif source=Safety Tubs Trademark Security Agreement#page2.tif source=Safety Tubs Trademark Security Agreement#page3.tif source=Safety Tubs Trademark Security Agreement#page4.tif source=Safety Tubs Trademark Security Agreement#page5.tif source=Safety Tubs Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of July, 2010, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC (formerly known as Wells Fargo Foothill, LLC), a Delaware limited liability company ("WFCF"), 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 successor by merger to Crane Plumbing LLC, Eljer, Inc., Crane Plumbing Holding Corp., Eljer Holding Corp., URC Enterprises LLC and NewArtesian Transportation LLC) ("AS America"), AS Logistics, Inc., a Delaware corporation ("AS Logistics" and, together with AS America, "US Borrowers"), AS Canada, ULC, a Nova Scotia unlimited 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, collectively, "Borrowers"), WFCF, as an administrative agent ("US Administrative Agent") and as US Collateral Agent for the lenders from time to time party thereto ("Lenders"), Wells Fargo Financial Corporation Canada, as an administrative agent ("Canadian Administrative Agent") and as a collateral agent ("Canadian Collateral Agent" and, together with US Administrative Agent, US Collateral Agent and Canadian Administrative Agent, the "Agents"), and the Lenders, 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.

**SAFETY TUBS COMPANY, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_

*Maria Chiclana*  
Name: Maria Chiclana

Title: Senior Vice President, General Counsel  
and Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO CAPITAL FINANCE, LLC**, a  
Delaware limited liability company, as US Collateral  
Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Trademark Security Agreement

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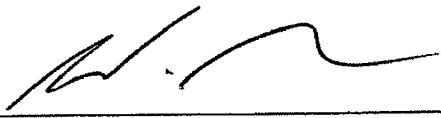
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SAFETY TUBS COMPANY, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO CAPITAL FINANCE, LLC**, a  
Delaware limited liability company, as US Collateral  
Agent

By:  \_\_\_\_\_  
Name: **William M. Plough**  
Title: **Vice President**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Mark	Jurisdiction	Application Ser. No./ Date	Registration No./Date
MINUTE DRAIN	US	77624059 12/1/2008	
QUICK DRAIN	US	77624048 12/1/2008	
T5	US	77163278 4/23/2007	3715729 11/24/2009
SAFETY TUBS	US	76469533 11/22/2002	2942586 4/19/2005
SAFETY TUBS	Australia	1288693 3/6/2009	
SAFETY TUBS	Canada	142619000 1/30/2009	
SAFETY TUBS	China	7180742 1/23/2009	
SAFETY TUBS	CTM	7530728 1/16/2009	7530728 7/28/2009
MINUTE DRAIN	International Register	1004511	1004511 6/1/2009
QUICK DRAIN	International Register	1004510	1004510 6/1/2009
SAFETY TUBS	Japan	2009-002686 6/19/2009	5244654 6/3/2009
SAFETY TUBS	New Zealand	803356 3/6/2009	
SAFETY TUBS	Taiwan	098016221 4/21/2009	