

TRADEMARK ASSIGNMENT

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
ELKAY MANUFACTURING COMPANY		04/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalette LLC		
Street Address:	1261 Logan Ave		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2377378	PHYLIRICH	
CORRESPONDENCE DATA			
Fax Number:	7146173120		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714 361 4800		
Email:	rescalette@rsmfmg.com		
Correspondent Name:	Escalette LLC		
Address Line 1:	1261 Logan Ave		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Ross Escalette		
Signature:	/Ross Escalette/		
Date:	06/13/2012		

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Total Attachments: 5

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April 13, 2012

VIA E-MAIL AND THEN UPS OVERNIGHT DELIVERY

Mr. Geoffrey Escalette
Escalette LLC
1267 Logan Avenue
Costa Mesa, CA 92626

Re: Asset Purchase Agreement dated March 13, 2012

Dear Geoff,

In connection with the closing of the above-referenced transaction, enclosed please find:

1. Two (2) executed Bill of Sale and Assignment Agreements transferring the Assets to Escalette, LLC.
2. Assignment and Assumption Agreements assigning the Assigned Contracts and providing for Escalette's assumption of the Assumed Liabilities.
3. A Trademark Assignment transferring the US registered trademark. Note, this should be filed in the Patent and Trademark Office.
4. Copies of the Assigned Contracts.
5. A copy of Mr. Friedman's letter consenting to assignment of the Amphora and Harper (Movement) agreements.

Please execute the first two documents and return scanned copies to me, followed by one fully signed hard copy of each document. Let me know if you have any questions. My direct dial is (630) 572-3180, e-mail Kathleen.deighan@elkay.com.

Geoff, it has been a pleasure working with you on this transaction; we wish you success in continuing the Phylrich brand.

Very Truly Yours,

Kathleen J. Deighan
Vice President and General Counsel

Enclosures

cc: Eyal Altman

TRADEMARK ASSIGNMENT

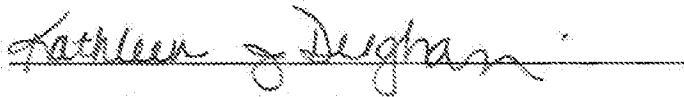
WHEREAS, Elkay Manufacturing Company, a Delaware corporation, with its principal place of business at 2222 Camden Court, Oak Brook, IL. 60523 ("Assignor"), owns all right, title and interest in and to the United States Registered trademark "PHYLIRICH" for International Classes 11 and 21, USPTO Registration No. 2,377,378 ("Trademark"); and

WHEREAS, Escalette LLC, a California limited liability company ("Assignee"), desires to obtain all rights in and to the Trademark as of April 13, 2012, through an Asset Purchase Agreement whereby Elkay Manufacturing Company, a Delaware corporation will sell, transfer, and assign all of its interests to the Trademark, thereby relinquishing any and all rights to the Trademark to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor did hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest in and to the Trademark "Phylrich", together with the goodwill of the business symbolized by such Trademark and with all rights and privileges granted and secured thereby, including, but not limited to, any right to sue and recover for any past or continuing infringement thereof.

In witness whereof, Assignor's duly authorized representative has executed this Trademark Assignment this 13th day of April, 2012.

ELKAY MANUFACTURING COMPANY, a
Delaware corporation



Name: Kathleen J. Deighan

Title: Corporate Secretary

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, signed by the parties this 13th day of March, 2012, is made by Elkay Plumbing Products Company, a Delaware corporation (hereinafter the "Seller"), and Escalotte LLC a _____ limited liability company (hereinafter the "Purchaser");

WHEREAS, Seller's business includes the assembly, finishing, distribution and sale of high-end bathroom faucets, shower heads and accessories ("Products") under the PHYLRICH federally registered trademark (the "Business");

WHEREAS, Seller recently made the decision to exit the Business, communicated this decision to its customers, suppliers and employees and has taken steps to wind down the Business;

WHEREAS, Purchaser desires to purchase certain assets of the Business and Seller desires to sell such assets to Purchaser, all on the terms and conditions set forth herein.

IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SALE OF ASSETS

1. Sale of Assets.

Seller shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and accept at Closing (except for the inventory which shall be transferred to Purchaser upon shipment of the inventory to Purchaser), only the following described assets and properties of the Business owned by Seller (hereinafter "Assets"), (but excluding the Excluded Assets set forth in Section 1.10 below):

1.1 Tooling.

The tooling related to the Product components described on Exhibit 1.1, attached hereto, all of which is located at the facilities of the suppliers of such tooling ("Tooling").

1.2 Inventory.

All inventory, parts, stock, packaging materials and supplies, and work in process used in the Business and located on the Premises or under vendor purchase orders not yet received and described in the inventory listing attached hereto as Exhibit 1.2, with such additions and deletions as occur in the ordinary course of business between the date hereof and the Closing (hereinafter "Inventory").

1.3 Trade Names.

The rights in and to the trademarks and collection names described in Exhibit 1.3 attached hereto.

1.4 Promotional Materials.

Those written marketing and promotional materials described in Exhibit 1.4 attached hereto.

1.5 Telephone Numbers, Domain Name and E-Mail Addresses.

The telephone numbers, e-mail addresses, and domain names for the Business as listed and attached hereto as Exhibit 1.5.

1.6 Plans.

All plans, specifications, designs, notes, schematics, models, samples and related materials pertaining to the design, development and manufacture of the products in development, in production or currently sold by the Business, currently in Seller's possession.

1.7 Customer Lists.

The customer lists of the Business for all current customers, which lists shall be provided to Purchaser at Closing.

1.8 Books and Records.

Those books and records described in Exhibit 1.8.

1.9 Contracts.

Those agreements related to the Business and described in Exhibit 1.9 attached hereto ("Assigned Contracts").

1.10 Excluded Assets.

This sale excludes the Seller's cash on hand, accounts receivable as of the day of Closing Date and any assets of Seller or the Business not specifically set forth above.

II. PURCHASE PRICE AND TERMS

2.1 Purchase Price.

The purchase price shall be equal to twenty percent (20%) of the book value of the Inventory plus assumption of the liabilities set forth in Article III. The Estimated Purchase Price is Six Hundred Twenty-nine Thousand One Hundred Fifty-nine Dollars (\$629,159) which is calculated as twenty percent (20%) of the \$3,145,793 book value reflected on the Inventory listing dated March 9, 2012. The Purchase Price shall be the Estimated Purchase Price plus or minus additions (receipt under open purchaser orders) or deletions (used in production by Seller) to the Inventory from March 9, 2012 through the date of transfer of all Inventory to Purchaser.

2.2 Purchase Price Terms

The Purchase Price shall be paid as follows:

- (a) \$100,000.00 due on execution of this Purchase Agreement
- (b) \$200,000.00 due upon notice by Seller to Purchaser that all Inventory except what Seller believes is reasonably necessary to fulfill orders through April 13, 2012 (expected to be 80-90% of Inventory) is ready for shipment to Escalotte LLC.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into this 13 day of April, 2012 by and among: ELKAY PLUMBING PRODUCTS COMPANY, a Delaware corporation ("Seller"); and ESCALETTE, LLC, a California limited liability ("Purchaser") pursuant to an Asset Purchase Agreement, dated March 13, 2012 (the "Asset Purchase Agreement"), by and among Seller and Purchaser, under which Seller agreed to sell, assign, transfer, convey and deliver to Purchaser all of Seller's rights under the Assigned Contracts, and Purchaser agreed to purchase the Assigned Contracts and assume the Assumed Liabilities. This Agreement is subject to the terms and conditions of the Asset Purchase Agreement. Any capitalized but undefined terms used herein shall have the respective meanings for such terms set forth in the Asset Purchase Agreement.

Subject to the terms and conditions of the Asset Purchase Agreement, effective as of the date herof, (a) Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases, all of Seller's rights under the Assigned Contracts, and (b) Purchaser hereby assumes, and agrees to pay, perform and discharge when due, the Assumed Liabilities

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign or transfer any Contract or any claim or right or any benefit or obligation thereunder or resulting therefrom if an assignment or transfer thereof, without the Consent of a third party thereto, would constitute a breach or violation thereof or impose any obligation or liability on Seller unless and until such a Consent is obtained.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be executed and delivered on the date first above written.

ESCALETTE LLC

ELKAY PLUMBING PRODUCTS COMPANY

By: [Signature]
Name: GEORGEY ESCALOTTE
Title: President

By: [Signature]
Name: STEPHEN C. ROGERS
Title: President