

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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:	1050 Brussels		
State/Country:	BELGIUM		
Entity Type:	LIMITED LIABILITY COMPANY: BELGIUM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1288863	ELLISSE	
CORRESPONDENCE DATA			
Fax Number:	2123101825		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 626 4810		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Baker & McKenzie LLP		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Michael J. Bales		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	39231657-001185		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Michael J. Bales

Signature:

/mjb/

Date:

12/18/2013

Total Attachments: 5

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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. **Conveyance**. 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.

3. **Further Assurances.** 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. **Counterparts; Effectiveness.** 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. **Purchase Agreement.** 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. **Amendment and Modification.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.


7. **Headings.** 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. **Governing Law.** 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.

American Standard International Inc.

By: 
Name: Mark C. Cresitello
Title: Secretary

Ideal Standard International BVBA


By: _____
Name:
Title


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.

By: _____
Name:
Title:

Ideal Standard International BVBA

By:  _____
Name: Steven Barnes
Title: Director

By:  _____
Name: Michael Goss
Title: Director

SCHEDULE A - INTELLECTUAL PROPERTY ASSIGNMENT

Trademark	Reg. No.	Class
ELLISSE	1288863	11