

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM323015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Briggs Holdings, Inc.		11/12/2014	CORPORATION: DELAWARE
Briggs Plumbing Products, Inc.		11/12/2014	CORPORATION: MICHIGAN
Briggs Industries, Inc.		11/12/2014	CORPORATION: DELAWARE
CISA, Inc.		11/12/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Briggs Plumbing Products, LLC		
<b>Street Address:</b>	5040 National Drive		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37914		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2905086	S SAYCO FAUCETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8653295102		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	865-971-5102		
<b>Email:</b>	pbrewer@bakerdonelson.com		
<b>Correspondent Name:</b>	Peter L. Brewer		
<b>Address Line 1:</b>	265 Brookview Centre Way		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37919		
<b>ATTORNEY DOCKET NUMBER:</b>	2922498-24		
<b>NAME OF SUBMITTER:</b>	Peter L. Brewer		
<b>SIGNATURE:</b>	/Peter L. Brewer/		
<b>DATE SIGNED:</b>	11/12/2014		
<b>Total Attachments: 3</b>			
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**ASSIGNMENT OF TRADEMARK RIGHTS  
(SAYCO MARKS)**

This ASSIGNMENT OF TRADEMARK RIGHTS (the "Assignment") is made by and between New Briggs Holdings, Inc.; Briggs Plumbing Products, Inc.; Briggs Industries, Inc.; and CISA, Inc. (collectively, "Assignors"), on the one hand, and Briggs Plumbing Products, LLC, ("Assignee"), on the other hand, as of the date indicated by signature below.

**RECITALS:**

WHEREAS, before December 27, 2011, New Briggs Holdings, Inc. ("New Briggs"), was a corporation formed and existing under the laws of the State of Delaware and having a principal place of business at 300 Eagle Road, Goose Creek, South Carolina 29445. The undersigned Charles E. Dockery was President of this corporation on that date.

WHEREAS, before December 27, 2011, Briggs Plumbing Products, Inc. was a corporation formed and existing under the laws of the State of Michigan and having a place of business at 300 Eagle Road, Goose Creek, South Carolina 29445. The undersigned Charles E. Dockery was President of this corporation on that date. New Briggs owned all of the issued and outstanding stock of Briggs Plumbing Products, Inc. on that date.

WHEREAS, before December 27, 2011, Briggs Industries, Inc. was a corporation formed and existing under the laws of the State of Delaware and having a place of business at 300 Eagle Road, Goose Creek, South Carolina 29445. The undersigned Charles E. Dockery was President of Briggs Industries, Inc. on that date. New Briggs owned all of the issued and outstanding stock of this company on that date.

WHEREAS, before December 27, 2011, CISA, Inc. was a corporation formed and existing under the laws of the State of Delaware and having a place of business at 300 Eagle Road, Goose Creek, South Carolina 29445. The undersigned Charles E. Dockery was President of this corporation on that date. New Briggs owned all of the issued and outstanding stock of CISA, Inc. on that date.

WHEREAS, on December 27, 2011 Briggs Acquisition, LLC was a limited liability company formed and existing under the laws of the State of Tennessee, having a place of business at 5040 National Drive, Knoxville, Tennessee 37914. On that date Briggs Acquisition, LLC acquired all stock of New Briggs, while Briggs Industries, Inc. and CISA, Inc. were dissolved. On that same date, all assets of Briggs Plumbing Products, Inc. were distributed to Briggs Acquisition, LLC, whereupon Briggs Plumbing Products, Inc. was dissolved.

WHEREAS, on December 27, 2011, Briggs Acquisition, LLC changed its name to Briggs Plumbing Products, LLC, a limited liability company formed and existing under the laws of the State of Tennessee, which name change became effective upon recordation of "Articles of Amendment to Briggs Acquisition, LLC" with the Secretary of State of Tennessee on January 13, 2012. The undersigned Charles E. Dockery was a Member of Briggs Plumbing Products, LLC, on that date.

Whereas, Briggs Plumbing Products, LLC has become the successor-in-interest in and to all assets, tangible and intangible, of each of the Assignor companies.

WHEREAS, on March 20, 2102 a Trademark Assignment document was executed between Assignors and Assignee, wherein various trademark registrations in the United States, Guatemala and Canada were assigned from Assignors to Assignee. Two of the assigned marks in the Trademark Assignment were "SAYCO marks, to wit:

S SAYCO FAUCETS composite mark  
(U.S. Trademark Reg. 2,905,086)



S SAYCO FAUCETS composite mark  
(Guatemala Trademark Reg. 158,079)



WHEREAS, Briggs Plumbing Products, Inc.; Briggs Industries, Inc.; and CISA, Inc. were the owners of additional trademark rights and trade-mark registrations for SAYCO marks in the Americas ("the SAYCO Marks"), and the goodwill of the business represented thereby, on December 27, 2011, as follows:

SAYCO common law word mark owned in North America (including the Caribbean), Central America and South America;

SAYCO Trade-mark Reg. No. TMA526276 for word mark registered in Canada March 31, 2000;



S SAYCO common law composite mark

#### TERMS AND CONDITIONS

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignors do hereby assign, transfer, and convey to Assignee all of their right, title, and interest in and to the SAYCO Marks as listed above, inclusive of the goodwill of the business symbolized by the SAYCO Marks, including, but not limited to, using the SAYCO Marks in Assignors' respective trade names and corporate names, and any and all interests, claims, and rights for damages and profits by reason of any past infringement or unauthorized use of the SAYCO Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the SAYCO Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignee hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph (1) hereof, except as otherwise agreed in writing by the parties.

3. Assignors agree to take whatever further action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the SAYCO Marks, to establish full custody of the SAYCO Marks by Assignee, to set forth and establish the chain of title to the SAYCO Marks, and to set forth and establish the first use of the SAYCO Marks. For example, without limitation, Assignors agree to execute assignments to Assignee regarding the SAYCO Marks as may be required in administrative or litigation proceedings throughout the world.

4. Except to the extent governed by the Lanham Act. (15 U.S.C. §§ 1051 et seq.), this ASSIGNMENT OF TRADEMARK RIGHTS shall be governed by the internal laws of the State of Tennessee, without reference to its conflicts of law principles.

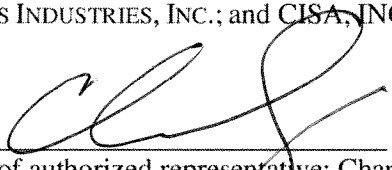
IN WITNESS WHEREOF, the parties have executed this ASSIGNMENT OF TRADEMARK RIGHTS by and through their properly authorized signatories effective as of the date indicated below.

Date: November 12, 2014

**ASSIGNORS:**

NEW BRIGGS HOLDINGS, INC.; BRIGGS PLUMBING PRODUCTS, INC.;  
BRIGGS INDUSTRIES, INC.; and CISA, INC.

By:

  
Name of authorized representative: Charles E. Dockery  
Title of authorized representative: President

**ASSIGNEE:**

BRIGGS PLUMBING PRODUCTS, LLC (formerly known as BRIGGS ACQUISITION, LLC)

By:

  
Name of authorized representative: Charles E. Dockery  
Title of authorized representative: Member