



03-23-1999



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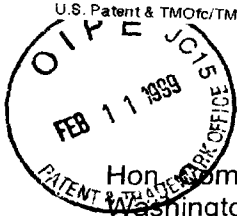
TRADEMARK OFFICE

02-11-1999

U.S. Patent & TM Office/TM Mail Rcpt Dt. #10

100991194

Envelope No. (See Exhibit 1 attached)



COVER SHEET FOR RECORDAL OF DOCUMENT (TRADEMARK)

Honorable Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case.
The following information is provided:

MRJ 2-11-99
TRM

(1) **Name Of Party Conveying or Previously Holding The Interest:**

Mueller Brass Co.

(2) **Name And Address Of Party Receiving or Presently Holding The Interest:**

Mueller Industries, Inc.
8285 Tournament Drive, Suite 150
Memphis, Tennessee 38125

(3) **Description Of The Transaction To Be Recorded:**

Assignment License
 Change of Name Other: Nunc Pro Tunc Assignment

(4) **Application(s) and/or Trademark Registration(s) Against Which Enclosure Is To Be Recorded:**

See Exhibit 1, attached to this Cover Sheet.

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

Paul A. Keller, Esq.
Harness, Dickey & Pierce, P.L.C.
P. O. Box 828
Bloomfield Hills, Michigan 48303

03/22/1999 DNGUYEN 00000208 240686

01 FC:481
02 FC:482

40.00 OP
575.00 OP

(6) **Number Of Applications and/or Trademark Registrations Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Registrations: . . . 24

Total Recordal Fee Enclosed: \$615.00

(\$40.00 first assignment;
additional assignments \$25.00 each)

(7) **Date(s) The Document Was Executed:** January 29, 1999

(8) **The Present Owner Of The Trademark Is Domiciled In The United States:**

Yes No


If "No", An Appointment of Domestic Representative:

- Has already been filed.
- Is enclosed herewith.
- Is not required. (Change of Name only)

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant has not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

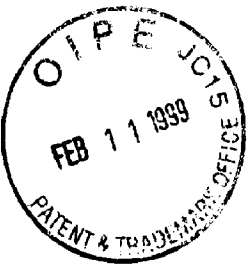
By: 
Paul A. Keller
Reg. No. 29,752

Attorney for Applicant

Date: 2/11/99

EXHIBIT 1 TO COVER SHEET

Mark	Atty Docket No.	Registration Number	Registration Date
M.B.	1322-20006	240686	4/3/28
M.B.	1322-20008	243380	6/19/28
MBCO	1322-20015	411057	1/2/45
STREAMLINE	1322-20023	274272	8/26/30
STREAMLINE	1322-20024	283119	5/19/31
STREAMLINE	1322-20025	283781	6/9/31
STREAMLINE	1322-20026	287225	9/15/31
STREAMLINE	1322-20028	289612	12/1/31
STREAMLINE	1322-20030	309442	1/16/34
DRYMASTER	1322-20040	673853	2/10/59
LINEMASTER	1322-20041	673852	2/10/59
LINEMASTER SPECIAL	1322-20042	673851	2/10/59
SIGHT MASTER	1322-20043	673855	2/10/59
SAFETYMASTER	1322-20044	673854	2/10/59
GLOBEMASTER	1322-20045	673202	1/27/59
VUEMASTER	1322-20052	702551	8/9/60
M MUELLER BRASS CO. & Design	1322-20056	735890	8/14/62
M & Design	1322-20057	732953	6/19/62
M & Design	1322-20059	718553	7/18/61
DYNALLOY	1322-20067	761222	12/10/63
CHECKMASTER	1322-20068	748792	4/30/63
THE COMPANY ON THE GROW	1322-20079	937389	7/11/72
NITROGENIZED	1322-20084	1123584	8/7/79
BALLMASTER	1322-20085	1181860	12/15/81





02-11-1999

NUNC PRO TUNC ASSIGNMENT

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #10

ASSIGNMENT confirmed this 29th day of January, 1999, by and between, MUELLER BRASS CO. ("Assignor"), a Michigan corporation having its principal place of business at 1925 Lapeer Avenue Port Huron, Michigan 48060, and MUELLER INDUSTRIES, INC. ("Assignee"), a Delaware corporation having its principal place of business at 8285 Tournament Drive, Suite 150 Memphis, Tennessee 38125.

WHEREAS, prior to December 28, 1990 Assignor owned and had used the service marks and trademarks identified in the attached Schedules A and B (collectively, the "Marks") in the United States and throughout the world.

WHEREAS, on December 28, 1990 by virtue of a corporate reorganization, Assignor, including the Marks and all rights therein, along with the goodwill of the business associated therewith, as well as all the federal and foreign registrations and applications identified therefore, was merged into Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee, *nunc pro tunc* as of December 28, 1990, all its rights, title, and interest in and to the Marks and all the federal and foreign registrations and applications identified therefore in the attached Schedules A and B, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee, *nunc pro tunc* as of December 28, 1990, all rights to sue for and receive all damages occurring from past infringing uses of the Marks, if any.

Assignor warrants that at least up to and until December 28, 1990 it had good and valid title to the Marks, including the applications and registrations therefore.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the confirmatory intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue registrations on trademark and service mark applications, to issue any and all Certificates of Registration on said applications, and on any renewal applications therefore to, MUELLER INDUSTRIES, INC. as Assignee of

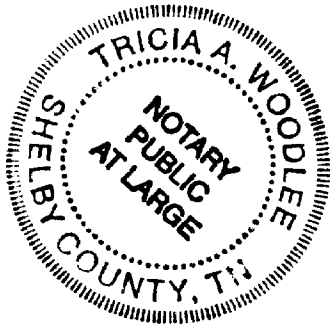
the entire interest. Assignor hereby covenants that it has full right to convey the entire interests herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

MUELLER BRASS CO.

By: William H. Hensley
William H. Hensley
Its Vice-President Legal, and Secretary

State of Tennessee)
) ss
County of Shelby)

William H. Hensley, being duly sworn, did depose and say this 29 day of January, 1999, that he is an officer of MUELLER BRASS CO.; that he is authorized to execute this Nunc Pro Tunc Assignment on behalf of said corporation; that he has read and signed the foregoing Nunc Pro Tunc Assignment and knows and understands the contents thereof.



Tricia Woodlee
Notary Public
~~Monroe County, Michigan~~ Shelby County, Tennessee
My Commission Expires: 4/1/2000