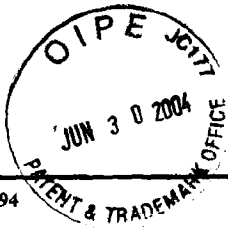


6/30/04



07-06-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDS TRADE

DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ANVIL INTERNATIONAL, INC.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LAW DEBENTURE TRUST COMPANY OF
Internal
Address: NEW YORK
Street Address: 767 THIRD AVENUE, 31ST FLOOR
City: NEW YORK State: NY Zip: 10017
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other NEW YORK STATE TRUST COMPANY
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 06/22/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) SEE SCHEDULE A ATTACHED
B. Trademark Registration No.(s) SEE SCHEDULE A ATTACHED
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jackie Lee
Internal Address: ACCESS INFORMATION SERVICES, INC.
Street Address: 1773 WESTERN AVENUE
City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved: 29
7. Total fee (37 CFR 3.41) \$ 740.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
JACKIE LEE
Name of Person Signing
Signature
Date 06/24/2004
Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/06/2004 LMUELLER 00000014 1516396

01 FC:6521 40.00 OP
02 FC:6522 700.00 OP

Item A. TrademarksRegistered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMRAK	1516396	12/31/1988
ANVIL	2548248	03/12/2002
ANVIL	1715008	09/15/1992
ANVILETS	910553	03/30/1971
CON-JOINT	1315760	01/22/1985
DESIGN OF AN ANVIL	2678627	01/21/2003
DESIGN OF AN ANVIL	2678623	01/21/2003
DESIGN OF AN ANVIL	1734358	11/24/1992
DI-LOK	2112844	11/11/1997
FIRE-RITE	2650166	11/12/2002
GRUVLOK	2122835	12/23/1997
GRUVLOK	1087606	03/21/1978
GRUVLOK & DESIGN	2741293	07/29/2003
GRUVLOK & DESIGN	2731586	07/12/2003
GRUVLOK & DESIGN	2677760	01/21/2003
HPR	1283017	06/26/1984
JBS & DESIGN	2677776	01/21/2003
MERIT AND DESIGN	1376878	01/07/1986
MPF STYLIZED	1197940	06/15/1982
RIGIDLITE	1822305	02/22/1994

RIGIDLITE	1826089	03/15/1994
ROUGHNECK	1283016	06/26/1984
SERIES 8000	1567961	11/28/1989
TUFF-LOC	1281584	06/12/1984

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CLOSE TOLERANCE THREADS CT2	78/182421	11/06/2002
CLOSE TOLERANCE THREADS & DESIGN		
DRI-SEAL	78/063602	05/15/2001
E-Z-TEE	78/235208	04/08/2003
GRUVLOK DRI-SEAL & DESIGN OF A SEAL	76/397569	04/19/2002
GRUVLOK EXTREME LUBRICANT & DESIGN	78/188020	11/22/2002

Trademark Applications in Preparation

<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NONE			

Item B. Trademark Licenses

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NONE				

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 22, 2004, is made between ANVIL INTERNATIONAL, INC., a Delaware corporation (a "Grantor"), and LAW DEBENTURE TRUST COMPANY OF NEW YORK, as Collateral Agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for itself, the Trustee and each of the Noteholders.

W I T N E S S E T H :

WHEREAS, Mueller Group, Inc. a Delaware corporation (the "Issuer"), the Grantor and certain other subsidiaries of the Issuer (collective, the "Guarantors") have entered into an Indenture dated as of April 23, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Secured Note Indenture"), with Law Debenture Trust Company of New York, as Trustee (the "Trustee"), pursuant to which the Grantor is issuing Second Priority Senior Secured Floating Rate Notes due 2011 (the "Secured Notes");

WHEREAS, in connection with the Secured Note Indenture, the Grantor and the other Guarantors have executed and delivered a Subsidiary Pledge and Security Agreement, dated as of April 23, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Issuer may from time to time incur, and the Guarantors may from time to time guarantee, Permitted Senior Secured Debt that will, or guarantees by the Grantor of which will, subject to the terms and conditions of the Secured Note Indenture and the Credit Agreement, be secured by the Common Collateral and constitute Noteholder Claims hereunder;

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Noteholder Claims;

WHEREAS, the Issuer, the Administrative Agent (as defined in the Second Amended and Restated Credit Agreement, dated as of April 23, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Issuer, the various financial institutions from time to time parties thereto as Lenders (collectively, the "Lenders"), Credit Suisse First Boston, acting through its Cayman Islands Branch, as Administrative Agent (the "Administrative Agent"), and JPMorganChase Bank and Deutsche Bank Securities Inc., as Syndication Agents), the Collateral Agent, the Administrative Agent and each Guarantor have agreed to enter into an Intercreditor Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Intercreditor Agreement"); and

WHEREAS, pursuant to the terms of the Senior Note Indenture and subject to the terms of the Intercreditor Agreement, the Collateral Agent has agreed to accept the pledge and assignment and the grant of a security interest under this Agreement as security for the Noteholder Claims;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Trustee to enter into the Secured Note Indenture and to induce potential purchasers to purchase the Secured Notes and the other Noteholder Claims, the Grantor agrees with the Collateral Agent, for the benefit of itself, the Trustee and each Noteholder, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Noteholder Claims, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of the Trustee and each Noteholder, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing or hereafter adopted or acquired in the United States, including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of the Trustee and each Noteholder under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent, the Trustee and each Noteholder thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The security interests granted hereunder in any Collateral shall automatically be released in the manner, at the times and to the extent specified in Section 5.1 of the Intercreditor Agreement or as may be permitted or required by the Secured Note Indenture and any other Noteholder Documents. In addition, upon the payment in full of all Secured Notes and the other Noteholder Claims and the discharge of the Secured Note Indenture and the other Note Documents, the security interests granted hereunder shall automatically terminate. Upon any license of any Trademark Collateral in accordance with the Secured Note Indenture and the other Noteholder Documents, the Collateral Agent shall, at the Grantor's request and expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to subordinate the lien on and security interest in the Trademark Collateral so licensed which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Relationship with Senior Subsidiary Security Agreement and Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ANVIL INTERNATIONAL, INC.

By: 
Title: V.P. + CFO

LAW DEBENTURE TRUST COMPANY OF
NEW YORK, as Collateral Agent

By: _____
Title: _____

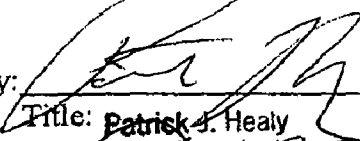
By: _____
Title: _____

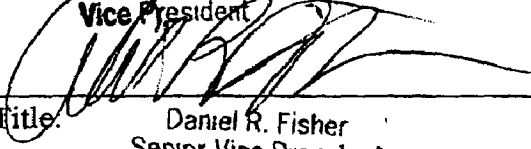
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ANVIL INTERNATIONAL, INC.

By: _____
Title:

LAW DEBENTURE TRUST COMPANY OF
NEW YORK, as Collateral Agent

By: 
Title: Patrick J. Healy
Vice President

By: 
Title: Daniel R. Fisher
Senior Vice President

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FIRE-RITE	2650166	11/12/2002
GRUVLOK	2122835	12/23/1997
GRUVLOK	1087606	03/21/1978
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GRUVLOK & DESIGN	2677760	01/21/2003
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JBS & DESIGN	2677776	01/21/2003
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MPF STYLIZED	1197940	06/15/1982
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RIGIDLITE	1826089	03/15/1994
ROUGHNECK	1283016	06/26/1984
SERIES 8000	1567961	11/28/1989
TUFF-LOC	1281584	06/12/1984

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CLOSE TOLERANCE THREADS & DESIGN		
DRI-SEAL	78/063602	05/15/2001
E-Z-TEE	78/235208	04/08/2003
GRUVLOK DRI-SEAL & DESIGN OF A SEAL	76/397569	04/19/2002
GRUVLOK EXTREME LUBRICANT & DESIGN	78/188020	11/22/2002

Trademark Applications in Preparation

<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NONE			

Item B. Trademark Licenses

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NONE				