

**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
B&K Industries, Inc.		03/27/2007	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Mueller Industries, Inc.
Street Address:	8285 Tournament Drive; Suite 150
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38125
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	78690345	RAPID-FIRE
Registration Number:	1088630	BK
Registration Number:	1095872	B & K
Registration Number:	1623511	LEADERSHIP BY DESIGN
Registration Number:	1700451	DATA TAG
Registration Number:	2036255	
Registration Number:	2131603	AQUAMASSAGE
Registration Number:	2318572	BESTOP
Registration Number:	1912236	EZ-CONNECT
Registration Number:	3088163	CALLISTON BY B&K

**CORRESPONDENCE DATA**

Fax Number: (248)641-1270  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 248-641-1600

CH \$265.00 78690345

Email: docketingtm@hdp.com  
Correspondent Name: Paul Keller/Jessica Sachs  
Address Line 1: 5445 Corporate Drive; Suite 200  
Address Line 4: Troy, MICHIGAN 48098

ATTORNEY DOCKET NUMBER:

1322-500001

NAME OF SUBMITTER:

Jessica S. Sachs

Signature:

/jss/

Date:

05/09/2007

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into this 27<sup>th</sup> day of March, 2007 by and between **B&K INDUSTRIES, INC.** ("Assignor"), an Illinois corporation having its principal place of business at 2600 Elmhurst Road, Elk Grove Village, Illinois, 60007, USA, and **MUELLER INDUSTRIES, INC.** ("Assignee"), a Delaware corporation having its principal place of business at 8285 Tournament Drive, Suite 150, Memphis, Tennessee 38125, USA.

WHEREAS, Assignor owns and has used, or is using, the trademarks listed in Schedules A and B attached hereto and made a part hereof (collectively, the "Marks") in the United States and throughout the world; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks, the common law rights associated therewith, the federal and foreign applications and registrations therefor, and all of the goodwill of the business associated with the use of and symbolized by the Marks;

NOW, THEREFORE, in consideration of One U.S. Dollar (USD \$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, transfers, and assigns to Assignee, its successors and assigns, the entire right, title, and interest in and to the Marks, the common law rights associated therewith, the federal and foreign applications and registrations therefor, and all of the goodwill of the business associated with the use of and symbolized by the Marks.

Assignor further sells, conveys, transfers and assigns to Assignee the right to sue for and receive all claims for damages by reason of past, present and future infringement of the rights assigned under this Trademark Assignment as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

Assignor agrees that, upon the request of Assignee, it shall, at its own expense, execute and deliver any and all instruments, documents or papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of this Trademark Assignment and fully secure to Assignee the Marks assigned under this Trademark

Assignment and any rights therein, as well as provide such other material, information, or assistance as Assignee may consider necessary.

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

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officers, do hereby set their hands and seals effective as of the date first written above.

**B&K INDUSTRIES, INC.**

**MUELLER INDUSTRIES, INC.**

By: *Ami P. Kelley*  
Name: Ami P. Kelley  
Title: Assistant Secretary

By: *Gary C. Wilkerson*  
Name: Gary C. Wilkerson  
Title: Vice President

Date: March 27, 2007

Date: March 27, 2007

[NOTRIAL SIGNATURE PAGE TO FOLLOW]

**As to B&K Industries, Inc.:**

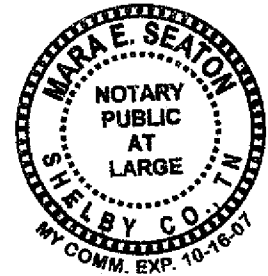
State of Tennessee )  
 ) ss  
County of Shelby )

Assistant  
Ami P. Kelley, Secretary of B&K INDUSTRIES, INC., being duly sworn, did say this 27<sup>th</sup> day of March, 2007, that he/she is authorized to execute this Trademark Assignment on behalf of said company; that he/she has read and signed the foregoing Trademark Assignment and knows and understands the contents thereof.

*Mara E Seaton*

Notary Public

My Commission Expires:



**As to Mueller Industries, Inc.:**

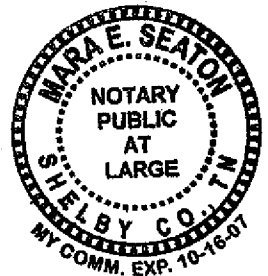
State of Tennessee )  
 ) ss  
County of Shelby )

Vice  
Gary C. Wilkerson, President of MUELLER INDUSTRIES, INC., being duly sworn, did say this 27<sup>th</sup> day of March, 2007, that he/she is authorized to execute this Trademark Assignment on behalf of said company; that he/she has read and signed the foregoing Trademark Assignment and knows and understands the contents thereof.

*Mara E Seaton*

Notary Public

My Commission Expires:



**SCHEDULE A**

**UNITED STATES TRADEMARKS**

TRADEMARK	SERIAL NO.	REG. NO.	FILING DATE	REG. DATE
BK	73/144271	1088630	10/11/77	4/4/78
B&K and Design	73/144272	1095872	10/11/77	7/11/78
LEADERSHIP BY DESIGN	74/009616	1623511	12/11/89	11/20/90
DATA TAG	74/197641	1700451	8/23/91	7/14/92
VALVE HANDLE CONFIGURATION	74/481318	2036255	1/24/94	2/4/97
AQUAMASSAGE	74/694273	2131603	6/26/95	1/27/98
BESTOP	75/582341	2318572	11/3/98	2/15/00
EZ-CONNECT	74/480072	1912236	1/18/94	8/15/95
RAPID FIRE	78/690345	N/A	8/11/05	N/A
CALLISTON BY B&K	76/614975	3088163	10/7/04	5/2/06

**SCHEDULE B**

**FOREIGN TRADEMARKS**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>SERIAL OR REG. NO.</b>	<b>FILING OR REG. DATE</b>
Canada	B&K and Design	293376	7/27/84
Mexico	BK	483445	12/16/94
Mexico	B&K and Design	471724	8/30/94
Mexico	B&K and Design	475345	9/29/94
South Africa	B&K and Design	9712329	8/8/00
South Africa	B&K	9712328	8/8/00