

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AS IP HOLDCO, LLC		04/15/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as collateral agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 100

Property Type	Number	Word Mark
Registration Number:	2049720	TAMARAC
Registration Number:	2042367	TAMARAC
Registration Number:	2049721	TAMARAC
Registration Number:	2049722	TAMARAC
Registration Number:	1881480	ULTRABRASS
Registration Number:	1871885	ULTRABRASS
Registration Number:	2946752	
Registration Number:	2846787	ALFIERE
Registration Number:	1464493	AMBIANCE
Registration Number:	1462685	AMBIANCE 2000
Registration Number:	1464484	AMBIANCE 2500
Registration Number:	2942929	AMERICAN STANDARD
Registration Number:	2238711	AMERICAN STANDARD
Registration Number:	2940712	AMERICAN STANDARD

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Registration Number:	2942930	AMERICAN STANDARD
Registration Number:	0984831	AMERICAN STANDARD
Registration Number:	1538079	AMERICAN STANDARD
Registration Number:	2238712	AMERICAN STANDARD
Registration Number:	2740490	AQUAFORCE
Registration Number:	1569530	AQUAMETER
Registration Number:	0731369	AQUASEAL
Registration Number:	2754469	ARCHIVE
Registration Number:	3152079	ARDSLEY
Registration Number:	2946838	ARIANA
Registration Number:	1602119	AZIMUTH
Registration Number:	3104890	BORMA BY JADO
Registration Number:	2748985	BOULEVARD
Registration Number:	2805813	BROOK
Registration Number:	1697506	CADENZA
Registration Number:	1573178	CADET PRESTIGE
Registration Number:	2890343	CHARTER
Registration Number:	0241555	CHROMARD
Registration Number:	1574690	CONNOISSEUR
Registration Number:	1571754	CORNER MINETTE
Registration Number:	2808494	CULINAIRE
Registration Number:	2802369	CULINAIRE
Registration Number:	3294790	DAZZLE
Registration Number:	1570794	DECLYN
Registration Number:	3091274	DIAMETRIQUE
Registration Number:	3161490	ENFIELD
Registration Number:	2124986	ESTATE
Registration Number:	3331700	EVERCLEAN
Registration Number:	3309438	EVOLUTION
Registration Number:	0842302	FIESTA
Registration Number:	1571751	FLOWSAVER
Registration Number:	2924205	GLANCE
Registration Number:	2398089	HAMPTON
Registration Number:	2799452	HATTERAS
Registration Number:	3155099	HOMESTEAD

Registration Number:	0846568	HORIZON
Registration Number:	1570797	HOSTESS
Registration Number:	1581371	INSTANTO
Registration Number:	1723582	INTERMEZZO
Registration Number:	1569528	JETBROOK
Registration Number:	2788919	LAKELAND
Registration Number:	2803783	LOFT
Registration Number:	1569529	LUCERNE
Registration Number:	1569526	LYNBROOK
Registration Number:	1999936	MONTERREY
Registration Number:	1590739	NEOLO
Registration Number:	1539237	NEW CADET
Registration Number:	1589863	OVAL HORIZON
Registration Number:	1604500	OVATION
Registration Number:	2740567	POSITROL
Registration Number:	2776938	PRAIRIE FIELD
Registration Number:	1542401	PRINCETON
Registration Number:	3046967	RAVENNA
Registration Number:	3148553	RELIANT +
Registration Number:	3386614	RELIANT 3
Registration Number:	1549000	REMODEL CAD
Registration Number:	2890365	RETROSPECT
Registration Number:	2769342	RISE AND SHINE
Registration Number:	1566997	ROMA GOLD
Registration Number:	1569527	ROXALYN
Registration Number:	1103825	SALEM
Registration Number:	2834686	SAPHO
Registration Number:	2185799	SAVONA
Registration Number:	1686262	SILHOUETTE
Registration Number:	1102053	SOLAR
Registration Number:	1602118	SOTTINI
Registration Number:	3399676	SPEED CONNECT
Registration Number:	2880413	STANDARD COLLECTION
Registration Number:	2766858	STANDARD COLLECTION
Registration Number:	0866725	STAN-SURE

Registration Number:	2884039	STRATFORD
Registration Number:	3259544	TOWNSEND
Registration Number:	1571753	TRIBOR
Serial Number:	78702533	TRIUMPH
Registration Number:	3235059	TRIUMPH
Registration Number:	3309426	TROPIC
Registration Number:	1583128	U.S. PLUMBING INC.
Registration Number:	1581372	VANETTE
Registration Number:	2724317	VENETO
Registration Number:	2974285	VERTISPA
Registration Number:	1695940	VIRTUOSO
Registration Number:	1577626	WARREN PLATNER
Registration Number:	3163794	WHISPERGLIDE
Serial Number:	78426783	ZEN
Registration Number:	1589864	SPECTRA
Registration Number:	2824110	SOTTINI

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2215
 Email: john.garces@srz.com
 Correspondent Name: John Garces, Esq.
 Address Line 1: 919 Third Avenue
 Address Line 2: 22nd Floor
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0907
NAME OF SUBMITTER:	John Garces, Esq. (014951.0907)
Signature:	/kc for jg/
Date:	04/16/2008

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of April, 2008, among the Grantor listed on the signature page hereof ("Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as a collateral agent for the Lender Group (in such capacity, together with its permitted successors and assigns, if any, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among AS America, Inc., a Delaware corporation ("AS America"), AS Logistics, Inc., a Delaware corporation ("AS Logistics", together with AS America, each a "Borrower" and collectively the "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Ableco, as administrative agent for the Lenders (in such capacity, together with its permitted successors and assigns, if any, "Administrative Agent") and as Collateral Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to Collateral Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of April 15, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property, including any "intent to use" trademark applications until such time as a verified statement of use is filed with, and accepted by, the United States Patent and Trademark Office or the applicable equivalent thereof) (collectively, the "Trademark Collateral");

(a) all of its Trademarks, including those Trademarks referred to on Schedule I hereto, all renewals thereof, and all goodwill of the business symbolized by its Trademarks and connected therewith;

(b) all of its rights to sue for past, present and future infringements and dilutions of its Trademarks; and

(c) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 6(g)(iv) of the Security Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full (as defined in the Security Agreement) of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, Collateral Agent shall promptly, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Upon the sale or disposition of any Trademark Collateral, the Security Interest in such Trademark Collateral shall be automatically released and terminated to the extent such sale or disposition is expressly permitted under the Credit Agreement, and at such time, Collateral Agent will authorize the filing of appropriate termination statements to terminate such Security Interest.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall

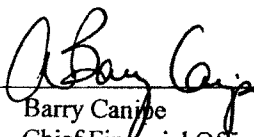
not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONFLICT. Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Collateral Agent hereunder, are subject in all respects to the provisions of the Split Lien Intercreditor Agreement. In the event of any conflict between the terms of the Split Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the Split Lien Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

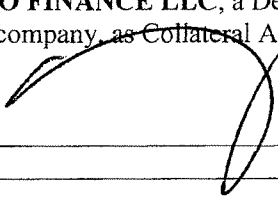
AS IP HOLDCO, LLC, a Delaware limited liability company

By:  _____
Name: Barry Canipe
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ABLECO FINANCE LLC, a Delaware limited liability company, as Collateral Agent

By: _____
Name: _____
Title: _____



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
AS IP Holdco, LLC	U.S.	Tamarac	2049720	4/1/1997
AS IP Holdco, LLC	U.S.	Tamarac	2042367	3/4/1997
AS IP Holdco, LLC	U.S.	Tamarac	2049721	4/1/1997
AS IP Holdco, LLC	U.S.	Tamarac	2049722	4/1/1997
AS IP Holdco, LLC	U.S.	Ultrabass	1881480	2/28/1995
AS IP Holdco, LLC	U.S.	Ultrabass	1871885	2/28/1995
AS IP Holdco, LLC	U.S.	"No Plunger" Design	2946752	5/3/2005
AS IP Holdco, LLC	U.S.	Alfiere	2846787	5/25/2004
AS IP Holdco, LLC	U.S.	Ambiance	1464493	11/10/1987
AS IP Holdco, LLC	U.S.	Ambiance 2000	1462685	10/27/1987
AS IP Holdco, LLC	U.S.	Ambiance 2500	1464484	11/10/1987
AS IP Holdco, LLC	U.S.	American Standard	2942929	4/19/2005
AS IP Holdco, LLC	U.S.	American Standard	2238711	4/13/1999
AS IP Holdco, LLC	U.S.	American Standard	2940712	4/12/2005
AS IP Holdco, LLC	U.S.	American Standard	2942930	4/19/2005
AS IP Holdco, LLC	U.S.	American Standard	984831	5/28/1974
AS IP Holdco, LLC	U.S.	American Standard (new script)	1538079	5/9/1989
AS IP Holdco, LLC	U.S.	American Standard (script)	2238712	4/13/1999
AS IP Holdco, LLC	U.S.	Aquaforce	2740490	7/22/2003

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
AS IP Holdco, LLC	U.S.	Aquameter	1569530	12/5/1989
AS IP Holdco, LLC	U.S.	Aquaseal	0731369	5/15/1962
AS IP Holdco, LLC	U.S.	Archive	2754469	8/19/2003
AS IP Holdco, LLC	U.S.	Ardsley	3152079	10/3/2006
AS IP Holdco, LLC	U.S.	Ariana	2946838	5/3/2005
AS IP Holdco, LLC	U.S.	Azimuth	1602119	6/19/1990
AS IP Holdco, LLC	U.S.	Borma by Jado	3104890	6/13/2006
AS IP Holdco, LLC	U.S.	Boulevard	2748985	8/5/2003
AS IP Holdco, LLC	U.S.	Brook	2805813	1/13/2004
AS IP Holdco, LLC	U.S.	Cadenza	1697506	6/30/1992
AS IP Holdco, LLC	U.S.	Cadet Prestige	1573178	12/26/1989
AS IP Holdco, LLC	U.S.	Charter	2890343	9/28/2004
AS IP Holdco, LLC	U.S.	Chromard	0241555	5/1/1928
AS IP Holdco, LLC	U.S.	Connoisseur	1574690	1/2/1990
AS IP Holdco, LLC	U.S.	Corner Minette	1571754	12/19/1989
AS IP Holdco, LLC	U.S.	Culinaire	2808494	1/27/2004
AS IP Holdco, LLC	U.S.	Culinaire	2802369	1/6/2004
AS IP Holdco, LLC	U.S.	Dazzle	3294790	9/18/2007
AS IP Holdco, LLC	U.S.	Declyn	1570794	12/12/1989
AS IP Holdco, LLC	U.S.	Diametrique	3091274	5/9/2006
AS IP Holdco, LLC	U.S.	Enfield	3161490	10/24/2006
AS IP Holdco, LLC	U.S.	Estate	2124986	12/30/1997
AS IP Holdco, LLC	U.S.	Everclean	3331700	11/6/2007

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
AS IP Holdco, LLC	U.S.	Evolution	3309438	10/9/2007
AS IP Holdco, LLC	U.S.	Fiesta	842302	1/16/1968
AS IP Holdco, LLC	U.S.	Flowsaver	1571751	12/19/1989
AS IP Holdco, LLC	U.S.	Glance	2924205	2/1/2005
AS IP Holdco, LLC	U.S.	Hampton	2398089	10/24/2000
AS IP Holdco, LLC	U.S.	Hatteras	2799452	12/23/2003
AS IP Holdco, LLC	U.S.	Homestead	3155099	10/10/2006
AS IP Holdco, LLC	U.S.	Horizon	846568	3/26/1968
AS IP Holdco, LLC	U.S.	Hostess	1570797	12/12/1989
AS IP Holdco, LLC	U.S.	Instanto	1581371	2/6/1990
AS IP Holdco, LLC	U.S.	Intermezzo	1723582	10/13/1992
AS IP Holdco, LLC	U.S.	Jetbrook	1569528	12/5/1989
AS IP Holdco, LLC	U.S.	Lakeland	2788919	12/2/2003
AS IP Holdco, LLC	U.S.	Loft	2803783	1/6/2004
AS IP Holdco, LLC	U.S.	Lucerne	1569529	2/15/1989
AS IP Holdco, LLC	U.S.	Lynbrook	1569526	12/5/1989
AS IP Holdco, LLC	U.S.	Monterrey	1999936	9/10/1996
AS IP Holdco, LLC	U.S.	Neolo	1590739	4/10/1990
AS IP Holdco, LLC	U.S.	New Cadet	1539237	5/16/1989
AS IP Holdco, LLC	U.S.	Oval Horizon	1589863	7/3/1990
AS IP Holdco, LLC	U.S.	Ovation	1604500	7/3/1990
AS IP Holdco, LLC	U.S.	Positrol	2740567	7/22/2003
AS IP Holdco, LLC	U.S.	Prairie Field	2776938	10/21/2003

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
AS IP Holdco, LLC	U.S.	Princeton	1542401	6/6/1989
AS IP Holdco, LLC	U.S.	Ravenna	3046967	1/17/2006
AS IP Holdco, LLC	U.S.	Reliant+	3148553	9/26/2006
AS IP Holdco, LLC	U.S.	Reliant 3	3386614	2/19/2008
AS IP Holdco, LLC	U.S.	RemodelCAD	1549000	7/25/1989
AS IP Holdco, LLC	U.S.	Retrospect	2890365	9/28/2004
AS IP Holdco, LLC	U.S.	Rise and Shine	2769342	9/30/2003
AS IP Holdco, LLC	U.S.	Roma Gold	1566997	11/21/1989
AS IP Holdco, LLC	U.S.	Roxalyn	1569527	12/5/1989
AS IP Holdco, LLC	U.S.	Salem	1103825	10/10/1978
AS IP Holdco, LLC	U.S.	Sapho	2834686	4/20/2004
AS IP Holdco, LLC	U.S.	Savona	2185799	9/1/1998
AS IP Holdco, LLC	U.S.	Silhouette	1686262	5/12/1992
AS IP Holdco, LLC	U.S.	Solar	1102053	9/12/1978
AS IP Holdco, LLC	U.S.	Sottini	1602118	6/19/1990
AS IP Holdco, LLC	U.S.	Speed Connect	3399676	3/18/2008
AS IP Holdco, LLC	U.S.	Standard Collection	2880413	8/31/2004
AS IP Holdco, LLC	U.S.	Standard Collection	2766858	9/23/2003
AS IP Holdco, LLC	U.S.	Stan-sure	866725	3/18/1969
AS IP Holdco, LLC	U.S.	Stratford	2884039	9/14/2004
AS IP Holdco, LLC	U.S.	Townsend	3259544	7/3/2007
AS IP Holdco, LLC	U.S.	Tribor	1571753	12/19/1989
AS IP Holdco, LLC	U.S.	Triumph	Application number 78702533	Application date 8/29/2005

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
AS IP Holdco, LLC	U.S.	Triumph	3235059	4/24/2007
AS IP Holdco, LLC	U.S.	Tropic	3309426	10/9/2007
AS IP Holdco, LLC	U.S.	U.S. Plumbing Inc.	1583128	2/13/1990
AS IP Holdco, LLC	U.S.	Vanette	1581372	2/6/1990
AS IP Holdco, LLC	U.S.	Veneto	2724317	6/10/2003
AS IP Holdco, LLC	U.S.	Vertispa	2974285	7/19/2005
AS IP Holdco, LLC	U.S.	Virtuoso	1695940	6/23/1992
AS IP Holdco, LLC	U.S.	Warren Platner	1577626	1/16/1990
AS IP Holdco, LLC	U.S.	Whisperglide	3163794	10/24/2006
AS IP Holdco, LLC	U.S.	Zen	Application number 78426783	Application date 5/28/2004
AS IP Holdco, LLC	U.S.	American Standard	Pennsylvania n/a	n/a
AS IP Holdco, LLC	U.S.	American Standard	Georgia T80	8/30/1967
AS IP Holdco, LLC	U.S.	American Standard	Georgia T81	10/20/ 1958
AS IP Holdco, LLC	U.S.	American Standard	Indiana 500597	10/22/1958
AS IP Holdco, LLC	U.S.	American Standard	Louisiana n/a	10/22/1958
AS IP Holdco, LLC	U.S.	American Standard	Maryland 785194	10/24/1978
AS IP Holdco, LLC	U.S.	American Standard	Maryland 775107	5/12/1977
AS IP Holdco, LLC	U.S.	American Standard	Minnesota 3443	5/8/1968
AS IP Holdco, LLC	U.S.	American Standard	New Hampshire n/a	5/2/1968
AS IP Holdco, LLC	U.S.	American Standard	New Hampshire n/a	10/27/1958
AS IP Holdco, LLC	U.S.	American Standard	New York R11384	5/17/1968
AS IP Holdco, LLC	U.S.	American Standard	North Carolina 55	5/30/1968
AS IP Holdco, LLC	U.S.	American Standard	North Carolina 53	5/30/1968

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
AS IP Holdco, LLC	U.S.	American Standard	North Dakota 5105100	5/3/1968
AS IP Holdco, LLC	U.S.	American Standard	Virginia n/a	10/20/1958
AS IP Holdco, LLC	U.S.	American Standard Inc.	Ohio 5532	7/2/1987
AS IP Holdco, LLC	U.S.	American Standard Inc.	Ohio 3274	6/1/1988
AS IP Holdco, LLC	U.S.	American- Standard	Florida 909128	5/21/1957
AS IP Holdco, LLC	U.S.	American- Standard	North Dakota 5103300	5/22/1957
AS IP Holdco, LLC	U.S.	Eurocast	California 94441	n/a
AS IP Holdco, LLC	U.S.	American Standard	Puerto Rico 54098	9/30/2003
AS IP Holdco, LLC	U.S.	American Standard	Puerto Rico 54099	9/30/2003
AS IP Holdco, LLC	U.S.	Spectra	1589864	4/3/1990
AS IP Holdco, LLC	U.S.	Sottini	2824110	3/16/2004