

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crane Plumbing LLC		07/17/2008	LIMITED LIABILITY COMPANY:
Eljer, Inc.		07/17/2008	CORPORATION:
URC Enterprises LLC		07/17/2008	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	1821185	ASTRA-LAV
Registration Number:	2218503	ATLAS
Registration Number:	1929958	ATLAS
Registration Number:	2411066	BATHROOM-TO-GO
Registration Number:	1650700	
Registration Number:	0555469	CADET
Registration Number:	1018433	CASCADE
Registration Number:	1550064	CHELSEA
Registration Number:	2362942	CLASSIC COLLECTION
Registration Number:	2687718	CORA
Registration Number:	2151790	CRANE PLUMBING

CH \$1190.00 1821185

Serial Number:	77454036	CRANE PLUMBING THE CLEAR CHOICE
Registration Number:	1430144	ECONOMISER
Serial Number:	77195673	ECOSOLUTIONS
Registration Number:	1596248	EL PASO
Registration Number:	0561155	FIAT
Registration Number:	1139443	GALAXY PLUMBING PRODUCTS
Registration Number:	0726432	GIBRALTAR
Registration Number:	1699778	HARWICH
Registration Number:	1188546	JUBILEE
Registration Number:	0778053	MOLDED-STONE
Registration Number:	0726433	MONTEREY
Registration Number:	1928290	NOSTALGIA
Registration Number:	2840445	PEDESTAL-TO-GO
Registration Number:	0864461	PILOT
Registration Number:	2567190	PREFERRED BY PROFESSIONALS
Registration Number:	2728176	READYPAK
Registration Number:	0878022	SANY
Registration Number:	0801191	SANYMETAL
Registration Number:	1508007	SATURN
Registration Number:	0998950	SCULPTRA
Registration Number:	1062703	SEAQULL
Registration Number:	0859198	SERV-A-SET
Registration Number:	0788648	SERVASINK
Registration Number:	2591802	SHOWER-TO-GO
Registration Number:	0551814	SKIPPER
Registration Number:	3006280	SUREFLUSH
Registration Number:	2771993	THE BEST NEW IDEA SINCE PLUMBING CAME INDOORS
Registration Number:	2365531	TOILET-TO-GO
Registration Number:	1415013	TUF-FLOR
Registration Number:	1532887	TUF-TUB
Registration Number:	0978416	UNIVERSAL-RUNDLE
Registration Number:	1743012	ELJER
Registration Number:	2556839	THOSE WHO KNOW BETTER, KNOW ELJER
Registration Number:	0821876	PERMA-MAT
Registration Number:	0774367	LJ

Registration Number:

2922433

SHOWERITE

**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:

07/17/2008

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of July, 2008, among the Grantors listed on the signature page hereof (each a "Grantor" and collectively, "Grantors"), 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 Amended and Restated Credit Agreement, dated as of July 17, 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 made certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain of their affiliates shall have become parties to 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"); and

WHEREAS, pursuant to the Security Agreement, Grantors are 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, each 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, each 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 such 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. Each 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 any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such 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 Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of any 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 Grantors' expense, execute, acknowledge and deliver to Grantors 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.


**CRANE PLUMBING LLC**

By:   
Name: Kevin Oak  
Title: President and Chief Executive Officer

**ELJER, INC.**

By: \_\_\_\_\_  
Name: Rich Rosselet  
Title: Chief Financial Officer

**URC ENTERPRISES LLC**

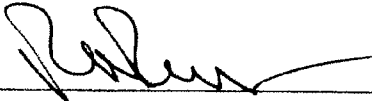
By:   
Name: Kevin Oak  
Title: President and Chief Executive Officer

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.

**CRANE PLUMBING LLC**

By: \_\_\_\_\_  
Name: Kevin Oak  
Title: President and Chief Executive Officer

**ELJER, INC.**

By:  \_\_\_\_\_  
Name: Rich Rosselet  
Title: Chief Financial Officer

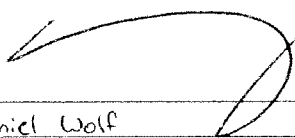
**URC ENTERPRISES LLC**

By: \_\_\_\_\_  
Name: Kevin Oak  
Title: President and Chief Executive Officer



**ACCEPTED AND ACKNOWLEDGED BY:**

**ABLECO FINANCE LLC, as Collateral Agent**

By:   
Name: Daniel Wolf  
Title: President

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Mark	Application / Registration No.	Application/ Registration Date	Grantor
ASTRA-LAV	1821185	2/15/1994	Crane Plumbing LLC
ATLAS	2218503	1/19/1999	Crane Plumbing LLC
ATLAS	1929958	10/24/1995	Crane Plumbing LLC
BATHROOM- TO-GO	2411066	12/5/2000	Crane Plumbing LLC
BIRD DESIGN	1650700	7/16/1994	Crane Plumbing LLC
CADET (Stylized)	0555469	2/26/1952	Crane Plumbing LLC
CASCADE and Design	1018433	8/19/1975	Crane Plumbing LLC
CHELSEA	1550064	8/1/1989	Crane Plumbing LLC
CLASSIC COLLECTION	2362942	6/27/2000	Crane Plumbing LLC
CORA	2687718	2/18/2003	Crane Plumbing LLC
CRANE PLUMBING	2151790	4/21/1998	Crane Plumbing LLC
CRANE PLUMBING THE CLEAR CHOICE and Design	77/454,036	4/21/2008 (Pending)	Crane Plumbing LLC
ECONOMISER	1430144	2/24/1987	Crane Plumbing LLC
ECOSOLUTION S	77/195673	6/1/2007 (Allowed)	Crane Plumbing LLC
EL PASO	1596248	5/15/1990	Crane Plumbing LLC
FIAT and Design	561155	4/8/1952	Crane Plumbing LLC
GALAXY PLUMBING	1139443	9/9/1980	Crane Plumbing LLC

10703839.3

Schedule I to TM Security Agreement

**TRADEMARK  
REEL: 003818 FRAME: 0266**

PRODUCTS and Design			
GIBRALTAR	0726432	1/16/1962	Crane Plumbing LLC
HARWICH	1699778	7/7/1992	Crane Plumbing LLC
JUBILEE	1188546	2/2/1982	Crane Plumbing LLC
MOLDED-STONE	0778053	10/6/1964	Crane Plumbing LLC
MONTEREY	0726433	1/16/1962	Crane Plumbing LLC
NOSTALGIA	1928290	10/17/1995	Crane Plumbing LLC
PEDESTAL-TO-GO	2840445	5/11/2004	Crane Plumbing LLC
PILOT	0864461	2/4/1969	Crane Plumbing LLC
PREFERRED BY PROFESSIONALS	2567190	5/7/2002	Crane Plumbing LLC
READYPAK	2728176	6/17/2003	Crane Plumbing LLC
SANY	0878022	10/7/1969	Crane Plumbing LLC
SANYMETAL	0801191	1/4/1966	Crane Plumbing LLC
SATURN	1508007	10/11/1988	Crane Plumbing LLC
SCULPTRA	998950	11/29/1794	Crane Plumbing LLC
SEAGULL and Design	1062703	4/5/1977	Crane Plumbing LLC
SERV-A-SET and Design	859198	10/29/1968	Crane Plumbing LLC
SERV-A-SINK and Design	0788648	4/27/1965	Crane Plumbing LLC
SHOWER-TO-GO	2591802	7/9/2002	Crane Plumbing LLC
SKIPPER	0551814	12/4/1951	Crane Plumbing LLC
SUREFLUSH	3006280	10/11/2005	Crane Plumbing LLC
THE BEST NEW IDEA	2771993	10/7/2003	Crane Plumbing LLC

10703839.3

Schedule 1 to TM Security Agreement

**TRADEMARK**  
**REEL: 003818 FRAME: 0267**

SINCE PLUMBING CAME INDOORS			
TOILET-TO-GO	2365531	7/11/2000	Crane Plumbing LLC
TUF-FLOR	1415013	10/28/1986	Crane Plumbing LLC
TUF-TUB	1532887	4/4/1989	Crane Plumbing LLC
UNIVERSAL- RUNDLE	0978416	2/12/1974	Crane Plumbing LLC
ELJER	1743012	12/29/1992	Eljer, Inc.
THOSE WHO KNOW BETTER, KNOW ELJER	2556839	4/2/2002	Eljer, Inc.
PERMA-MAT	0821876	1/10/1967	Eljer, Inc.
LJ (Stylized)	0774367	8/4/1964	Eljer, Inc.
SHOWERITE	2922433	2/1/2005	URC Enterprises LLC

10703839.3

Schedule I to TM Security Agreement

**RECORDED: 07/18/2008**

**TRADEMARK  
REEL: 003818 FRAME: 0268**