

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safety Tubs Company, LLC		07/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77624059	MINUTE DRAIN	
Serial Number:	77624048	QUICK DRAIN	
Registration Number:	3715729	T5	
Registration Number:	2942586	SAFETY TUBS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2215		
Email:	john.garces@srz.com		
Correspondent Name:	J. Garces c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-0907		

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**TRADEMARK
 REEL: 004247 FRAME: 0454**

NAME OF SUBMITTER:	John Garces (014951-0907)
Signature:	/kc for jg/
Date:	07/23/2010
Total Attachments: 6 source=Trademark Security Agreement Safety Tubs Company, LLC#page1.tif source=Trademark Security Agreement Safety Tubs Company, LLC#page2.tif source=Trademark Security Agreement Safety Tubs Company, LLC#page3.tif source=Trademark Security Agreement Safety Tubs Company, LLC#page4.tif source=Trademark Security Agreement Safety Tubs Company, LLC#page5.tif source=Trademark Security Agreement Safety Tubs Company, LLC#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of July, 2010, 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 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 ASD Holding Corp., a Delaware corporation ("ASD Holding"), AS America, Inc., a Delaware corporation ("AS America"), AS Logistics, Inc. ("AS Logistics") and together with AS America, each a "Borrower" and collectively, the "Borrowers"), ASD Plumbing Holdings, LLC, a Delaware limited liability company, Crane Plumbing Canada Holding Corp., a Delaware corporation, 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 Grantor shall have become a party 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, 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.

SAFETY TUBS COMPANY, LLC

By: 
Name: Maria Chiclana
Title: Senior Vice President, General Counsel
and Secretary

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
MINUTE DRAIN	77624059	12/1/2008	Safety Tubs Company, LLC
QUICK DRAIN	77624048	12/1/2008	Safety Tubs Company, LLC
T5	3715729	11/24/2009	Safety Tubs Company, LLC
SAFETY TUBS	2942586	4/19/2005	Safety Tubs Company, LLC