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RECORDATION FC  
FINANCE SECTION  
PATENT



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DEPT. OF COMMERCE  
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):  
Moen Incorporated

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):  
Name: DBHL, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 4700 W. 160th Street  
City: Cleveland State: OH Zip: 44135  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:  
☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_  
Execution Date: 11/29/2002

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s) B. Patent No.(s) 4927191, 6237168, 4573495, 4709721, 5287882, 6047725, D421788  
Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Monica S. Verma, Esq.  
Internal Address: Baker & Hostetler LLP  
Street Address: 3200 National City Center  
1900 East 9th Street  
City: Cleveland State: OH Zip: 44114

6. Total number of applications and patents involved: 7  
7. Total fee (37 CFR 3.41).....\$ \$280.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account  
8. Deposit account number:  
020396  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
Monica S. Verma  
Name of Person Signing Signature Date 07/30/03  
00000143 4927191  
Total number of pages including cover sheet, attachments, and documents: 8

06/05/2003 BYTME  
01 FC:0021

280.00

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

PATENT  
REEL: 014337 FRAME: 0722

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is entered into as of November 29, 2002 (this "Assignment") by and between MOEN INCORPORATED, a Delaware corporation headquartered at 25300 Al Moen Drive, North Olmsted, OH 44070 (together with its successors and permitted assigns, "Assignor"), and DBHL, INC., an Ohio corporation headquartered at 4700 W. 160th Street, Cleveland, Ohio 44135 (together with its successors and permitted assigns, "Assignee").

### **RECITALS:**

WHEREAS, Assignor and its subsidiaries are and have been engaged in the Business (as such term is defined in the Purchase Agreement (as defined below)).

WHEREAS, Assignor, Moen Sonora S.A. de C.V., a Mexican corporation and subsidiary of Assignor, Assignee and Dearborn HL, S. de R.L. de C.V, a Mexican corporation and subsidiary of Assignee, have entered into that certain Asset Purchase Agreement dated as of September 30, 2002 (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Purchase Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Assets (as defined in the Purchase Agreement), including the Transferred Intellectual Property (as such term is defined in the Purchase Agreement) pertaining thereto.

WHEREAS, those certain patents described on Schedule A hereto (collectively, the "Issued Patents") and certain patent disclosures (any patent disclosures together with the Issued Patents and including all improvements thereto, together with all reissues, continuations-in-fact, revisions, extensions and re-examinations thereof, each of the foregoing, a "Patent" and collectively, the "Patents") are owned by Assignor and used by Assignor exclusively in the operation of the Business.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, the Patents.

NOW, THEREFORE, in consideration the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Patent Assignment. Assignor hereby assigns and sets over unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Patents in the United States, its territorial possessions and in all foreign countries, whether or not any such Patents have been issued prior to, on or after the date of this Assignment, and any reissues, continuations, continuations-in-part, revisions, divisionals, divisionals-in-part, substitutions, extensions, or re-examinations thereof, whether related to such Patents directly or through one or more intervening Issued Patents or Pending Patent Applications; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement of any Patent prior to, on or after the date of this Assignment, and any reissues, continuations, continuations-in-part, revisions, divisionals, divisionals-in-part, substitutions, extensions, or re-examinations thereof, whether related to such Patents directly or through one or more intervening Issued Patents or Pending Patent Applications together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.

6. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Purchase Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment to be executed as of the date first written above.

**MOEN INCORPORATED**


("Assignor")

By: 

Name: Richard E. Posey

Title: President & CEO

ATTEST:

 VP New Business Development

[Name, Title]

**DBHL, INC.**

("Assignee")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[Name, Title]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment to be executed as of the date first written above.

**MOEN INCORPORATED**  
("Assignor")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[Name, Title]

**DBHL, INC.**  
("Assignee")

By: Gary A. Dately

Name: Gary A. Dately

Title: President

ATTEST:

Lawrence O. Cantrell  
Lawrence O. Cantrell, Secretary

STATE OF OHIO                    )  
  )       SS:  
COUNTY OF CUYAHOGA )

On this 21 day of November, 2002 before me appeared Gary A. Oatey, the person who signed this instrument, who acknowledged that he signed it on behalf of the identified corporation with authority to do so.

Shirley A. Maio  
Notary Public

My commission expires: SHIRLEY A. MAIO, Notary Public  
STATE OF OHIO - CUYAHOGA COUNTY  
My Commission Expires Oct. 17, 2006

STATE OF Ohio )  
 )  
COUNTY OF Lorain ) SS:

On this 25 day of November, 2002 before me appeared Richard E. Posey,  
the person who signed this instrument, who acknowledged that he/she signed it on behalf of the  
identified corporation with authority to do so.

Jori A. Zahorec  
Notary Public

My commission expires:

04-03-07

# SCHEDULE A

Title	Country Matter Status	Serial Number / Patent Number	Filing Date Grant Date
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## DEARBORN BRASS Patent Matters

Adjustable Tubular Wall Structure for Connectors and the Like (Form and Fit)	US Issued	9,671 4,927,191	02/02/1987 05/22/1990
Sink Drain Assembly Including Sink Seal Cap Removal Tool	US Issued	09/487,029 6,237,168	01/19/2000 05/29/2001
Sink Drain Assembly Including Sink Seal Cap Removal Tool	Canada Pending	2,330,869	01/12/2001

## HOOV-R-LINE Patent Matters

Hydrostatic Ballcock Assembly	US Issued	673,980 4,573,495	11/21/1984 03/04/1986
Hydrostatic Ballcock Assembly	Canada issued	495,765 1,255,853	11/20/1985 06/20/1989
Integral Base Refill System Ballcock Assembly	US Issued	27,542 4,709,721	03/18/1987 12/01/1987
Ball Cock Assembly Float With Drain Openings	US Issued	08/059,305 5,287,882	05/11/1993 02/22/1994
Adjustable Height Fill Valve	US Issued	09/294,061 6,047,725	04/19/1999 04/11/2000
Adjustable Height Fill Valve	Canada Pending	2,302,136	03/27/2000
Fill Valve Float	Canada Issued	1999-2073 91454	08/24/1999 01/31/2001
Fill Valve Float	US Issued	29/104,171 Des. 421,788	04/29/1999 03/21/2000