

02-26-2004

2/24/04



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To the Honorable Commissioner of Patents and

Record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Mansfield Plumbing Products LLC</p> <p>Additional names of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <p>3. Nature of Conveyance <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: February 9, 2004</p>		<p>2. Name and address of receiving party(ies): Name: <u>Bank One, NA</u> Address: <u>50 S. Main Street</u> City <u>Akron</u> State <u>Ohio</u> Zip: <u>44321</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>									
<p>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 _____.</p> <table border="0"><tr><td>A. Patent Application No(s).</td><td>B. Patent No(s).</td></tr><tr><td></td><td>4,832,310 4,479,631</td></tr><tr><td></td><td>4,606,763 4,453,560</td></tr><tr><td></td><td>4,600,031 D314,229</td></tr></table> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>				A. Patent Application No(s).	B. Patent No(s).		4,832,310 4,479,631		4,606,763 4,453,560		4,600,031 D314,229
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	4,600,031 D314,229										
<p>5. Name and address of party to whom correspondence concerning document should be mailed: James A. Balazs Calfee, Halter & Griswold LLP 800 Superior Avenue, Suite 1400 Cleveland, Ohio 44114-2688</p> <p>CERTIFICATE OF MAILING I hereby certify that this Assignment document is being deposited with the United States Postal Service via First Class mail to Addressee service under 37 CFR 1.10, addressed to the Commissioner for Patents, Mail Stop Assignment, P.O. Box 1450, Alexandria, VA 22313-1450 dated <u>2-20-04</u>.</p> <p>Print Name: <u>Joyce Ford</u> Signed: <u>Joyce Ford</u></p>		<p>6. Total number of applications and patents involved: <u>12</u></p> <p>7. Total fee (37 CFR 3.41): \$ <u>480.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Total fee due <input checked="" type="checkbox"/> Any deficiencies in the enclosed fees</p> <p>8. Deposit account number: <u>03-0172</u> (Attach duplicate copy of this page if paying by deposit account)</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">OFR/FINANCE FEB 24 AM 7:26</p>									
<p>DO NOT USE THIS SPACE</p>											
<p>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.</p> <table border="0"><tr><td><u>James A. Balazs</u> Name of Person Signing</td><td><u>James Balazs</u> Signature</td><td><u>2/20/04</u> Date</td><td>Total number of pages comprising transmittal: <u>6</u></td></tr></table>				<u>James A. Balazs</u> Name of Person Signing	<u>James Balazs</u> Signature	<u>2/20/04</u> Date	Total number of pages comprising transmittal: <u>6</u>				
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ADDITIONAL PATENTS

D469170
D469171
D471259
D311243
D892925
D292120

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
PATENTS AND PATENT APPLICATIONS**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND PATENT APPLICATIONS (this "Agreement") is made as of February 9, 2004, by **MANSFIELD PLUMBING PRODUCTS LLC**, a Delaware limited liability company, having an office at 150 East First Street, P.O. Box 620, Perrysville, Ohio 44864 ("Grantor") in favor of **BANK ONE, NA**, a national banking association, having an office at 50 S. Main Street Akron, Ohio 44321 in its capacity as agent (the "Agent") to the lenders ("Lenders") party to the Credit Agreement referred to below.

RECITALS

A. The Agent, as lender and the Lenders have made or will make one or more loans or advances pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated or otherwise supplemented from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have meanings attributed to them in the Credit Agreement), between the Grantor, as borrower, and the Agent, as agent and as lender, which loans and advances are secured in whole or in part by the Pledge and Security Agreement, between the Grantor and the Agent for the Lenders includes the grant of a security interest in the Collateral.

B. Except as otherwise described in Section 3.10 of the Pledge and Security Agreement, Grantor is the owner of the right, title and interest in the patents and patent applications which are listed on Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Agent, as security for the Obligations, a security interest in and to the patents and patent applications listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, a security interest in and to all patents and patent applications acquired by Grantor after the date hereof.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the patents and patent applications listed in Exhibit A and to all patents and patent applications acquired by Grantor after the date hereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

GRANTOR

MANSFIELD PLUMBING PRODUCTS LLC

By: Todd W. Atty
Print Name: Todd W. Strange
Title: CFO

EXHIBIT A
to
PATENT SECURITY AGREEMENT

Owned in United States

Patent Description	Patent Number	Issue Date	Expiration Date
Flush control valve	4832310	May 23, 1989	August 18, 2008
Seal means for a flush valve assembly	4606763	August 12, 1986	February 19, 2005
Ball cock and float assembly	4600031	July 15, 1986	May 20, 2005
Hydraulically balanced valve mechanism	4479631	October 30, 1984	October 30, 2001
Hydraulically balanced valve mechanism	4453560	June 12, 1984	September 24, 2001
Flush control valve	D314229	January 29, 1991	January 29, 2005
Par 5 Golf Pedestal	D469170	01/21/03	Jan 21, 2017
Par 5 Golf Lavatory	D469171	01/21/03	Jan 21, 2017
Par 5 Gold Faucet handles	D471259	03/04/03	Mar 4, 2017
Water Closet	D311,243	10/09/90	10/09/04
Flush Control Valve	D892925	04/28/89	11/29/02 - Expired
Ballcock And Float Assembly	D292120	09/29/87	09/21/01 - Expired

Foreign owned

Patent Description	Patent Number	Issue Date	Expiration Date	Status
Flush control valve	1228795 (Italy)	03/29/89	March 31, 2009	Abandoned
Flush control valve	(France) 8907106	05/30/89	April 24, 2014	Abandoned
Flush control valve	M8902834.1 (W. Germany)	04/13/89	April 13, 2004	Issued
Flush control valve	1058772 (Great Britain)	11/02/89	November 4, 2003	Abandoned

Patent Application	Patent Number	Issue Date/Status
Seal Means For A Flush Valve Assembly	1245402 (Canada)	11/29/88 - Expired
Flush Control Valve	892925 (France)	04/28/89 - Issued (Exp. on 04/28/14)
Flush control valve	P3910135.5 (W. Germany)	09/30/89 - Abandoned
Flush control valve	(Great Britain) 2221974	02/14/89 - Abandoned
Flush control valve	8901375-9 (Sweden)	11/04/93 - Abandoned
Flush control valve	(Italy) D55698	05/03/89 - Issued
Flush control valve	(Canada) 1316897	Abandoned