

06-24-2004



102776387

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

HENRY PRATT COMPANY

Additional names(s) of conveying party(ies) attached? Yes * No

2. Name and address of receiving party(ies):

CREDIT SUISSE FIRST BOSTON, as administrative agent

Internal Address: _____

3. Nature of conveyance:

Assignment

Merger

* Security Agreement

Change of Name

Other

Street Address: Eleven Madison AvenueCity: New York State: NY ZIP: 10010

Additional name(s) & address(es) attached? Yes * No

Execution Date: April 23, 2004

4. Application number(s) or patent number(s): SEE PATENT SCHEDULE I

If this document is being filed together with a new application, the execution date of the application is: _____

Application Numbers:Registration Numbers:

SEE PATENT SCHEDULE I

SEE PATENT SCHEDULE I

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert E. Rude IIInternal Address: Mayer, Brown, Rowe & Maw
LLPStreet Address: 1909 K Street, NWCity: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved:

37. Total fee (37 CFR 3.41) \$120.00

* Enclosed (Check No 3182)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Robert E. Rude II
Name of Person SigningRESR II
Signature6/21/2004
Date

Total number of pages including cover sheet, attachments and documents : 8

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SCHEDULE I
to Patent Security Agreement

Item A. Patents

Issued Patents

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Value Actuator Apparatus	6543747	4/8/2003
Butterfly Valve Locking Apparatus	6598850	7/29/2003

Pending Patent Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
Storm Drain Movable Baffle	10/624951	7/21/2003

Patent Applications in Preparation

<u>Docket No.</u> <u>Title</u>	<u>Expected</u> <u>Filing Date</u>	<u>Inventor(s)</u>
None.		

Item B. Patent Licenses

<u>Matter</u>	<u>Subject</u> <u>Licensor</u>	<u>Licensee</u>	<u>Effective</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>
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None.

PATENT SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 23, 2004, is made between HENRY PRATT COMPANY, a Delaware corporation (the "Grantor"), and CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement, dated as of April 23, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Mueller Group, Inc. a Delaware corporation (the "Borrower"), the various financial institutions and other Persons from time to time parties thereto as Lenders, the Administrative Agent, and JPMorganChase Bank and Deutsche Bank Securities Inc., as the Syndication Agents for the Lenders, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Amended and Restated Subsidiary Pledge and Security Agreement, dated as of April 23, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all of its Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to the Borrower pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party,

all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all of its letters patent and applications for letters patent in the United States, including all patent applications in preparation for filing anywhere in the United States and including each patent and each patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by such Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Patent Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement) or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral (or the Patent Collateral so sold, transferred or otherwise disposed of, as the case may be) which has been granted hereunder. Upon any license of any Patent Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement), the Administrative Agent shall, at the applicable Grantor's request and expense, execute and deliver to such Grantor all instruments and other documents as may be necessary or proper to subordinate the lien on and security interest in the Patent Collateral so licensed which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HENRY PRATT COMPANY

By: 
Title: V.P. WFO

CREDIT SUISSE FIRST BOSTON, acting through
its Cayman Islands Branch, as Administrative
Agent

By: _____
Title: _____

By: _____
Title: _____


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HENRY PRATT COMPANY

By: _____
Title:

CREDIT SUISSE FIRST BOSTON, acting through
its Cayman Islands Branch, as Administrative
Agent

By:  _____
Title: **BILL O'DALY**
DIRECTOR

By:  _____
Title: **CASSANDRA DROOGAN**
ASSOCIATE

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