

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT
NATURE OF CONVEYANCE:		SECURITY AGREEMENT
CONVEYING PARTY DATA		
Name		Execution Date
Eljer, Inc.		09/09/2005
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	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	D370718	
Patent Number:	D358456	
CORRESPONDENCE DATA		
Fax Number:	(212)593-5955	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388	
Email:	daniel.angel@srz.com	
Correspondent Name:	Daniel Angel, Esq.	
Address Line 1:	919 Third Avenue	
Address Line 4:	New York, NEW YORK 10022	
NAME OF SUBMITTER:	Daniel Angel, Esq. (014951/0659)	
Total Attachments: 3 source=Eljer2#page1.tif source=Eljer2#page2.tif source=Eljer2#page3.tif		

CH \$80.00 D370718

GRANT FOR SECURITY

PATENTS

WHEREAS, Eljer, Inc., a Delaware corporation (the "Grantor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Security Agreement, dated September 9, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Grantee");


WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Agents and Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey and set over unto the Grantee and grants to the Grantee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 9, 2005.

ELJER, INC.

By: 
Name: DAVID L. KAELEIN
Title: VP

Grant For Security - Patents

PATENT
REEL: 016522 FRAME: 0398

SCHEDULE 1A TO GRANT FOR SECURITY

U.S. Patents

<u>Title</u>	<u>Patent No.</u>
Pedestal for a drop-in sink	D370,718
Bathtub	D358,456