

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
Jado Bathroom and Hardware Manufacturing Company	10/31/2007

RECEIVING PARTY DATA

Name:	AS IP Holdco, LLC
Street Address:	111 Huntington Ave.
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	D344007
Patent Number:	D344008
Patent Number:	D350273
Patent Number:	D342310
Patent Number:	D355348
Patent Number:	D349228
Patent Number:	D385769
Patent Number:	D355956
Patent Number:	D339847
Patent Number:	D373177
Patent Number:	D342988
Patent Number:	D354549
Patent Number:	D362899
Patent Number:	D354674
Patent Number:	D342564

OP \$640.00 D344007

Patent Number:

D357526

CORRESPONDENCE DATA

Fax Number: (212)588-0500

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:

920001-1000

NAME OF SUBMITTER:

Matthew K. Ryan

Total Attachments: 8

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**INTELLECTUAL PROPERTY ASSIGNMENT – PATENTS
JADO TO AS IP HOLDCO, LLC**

This **INTELLECTUAL PROPERTY ASSIGNMENT - PATENTS** (the "Assignment"), effective as of October 31, 2007 (the "Effective Date"), is by and among Jado Bathroom and Hardware Manufacturing Company, a Delaware corporation, located at One Centennial Avenue, Piscataway NJ 08855 ("Assignor"), on the one hand, and AS IP Holdco, LLC, a Delaware limited liability company, located at 111 Huntington Ave, Boston, MA 02199 ("Assignee"), on the other. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, American Standard Companies Inc., a Delaware corporation ("ASD"), ASD Acquisition Corp. (the "Americas Buyer") and Ideal Standard International Holding Sarl (the "International Buyer", and together with the Americas Buyer, the "Buyers") are parties to that certain Stock and Asset Purchase Agreement, dated July 23, 2007, as subsequently amended (the "Purchase Agreement"), pursuant to which ASD agreed to cause Assignor to sell, assign, transfer, convey and deliver to Assignee, and Buyers agreed to cause Assignee to purchase, acquire and accept from Assignor, free and clear of Encumbrances, other than Permitted Encumbrances, all of Assignor's right, title and interest in and to the Purchased Assets, including the issued patents and patent applications set forth on Schedule A attached hereto (collectively, the "Assigned Patents").

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance.** Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, its successors, assigns and nominees forever, all of Assignor's right, title and interest in and to (i) the Assigned Patents worldwide; (ii) any and all other rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization, with respect to the foregoing Assigned Patents ("Related Rights"); (iii) any and all rights to sue at law or in equity for any infringement or other violation of the Assigned Patents and Related Rights occurring prior to the execution of this Assignment, including the right to receive all proceeds and damages therefrom; and (iv) any and all rights to obtain reissues, re-examinations, continuations-in-part, divisions, or extensions pertaining to the Assigned Patents and Related Rights.

2. **Recordation.** Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Patents (as applicable), as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. **Further Assurances.** Assignor shall execute and deliver such documents as are reasonably requested by Assignee and are necessary to carry out the intent of this Assignment.

4. **Counterparts; Effectiveness.** This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.

5. **Purchase Agreement.** Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

6. **Amendment and Modification.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.


7. **Headings.** The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.


Jado Bathroom and Hardware Manufacturing Company

By: 
Name: Mary Ann Lemere
Title: Vice President and Secretary

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

I hereby certify that, on October 31, 2007, Mary Ann Lemere, a person who was known to me or who provided satisfactory and credible evidence that he or she was the individual named in the foregoing instrument, appeared before me in person and acknowledged before me that (1) he or she held the title of Vice President and Secretary of Jado Bathroom and Hardware Manufacturing Company, a Delaware corporation, (2) he or she executed and delivered the foregoing instrument on behalf of said corporation by proper authority, and (3) the execution and delivery of the foregoing instrument was the free and voluntary act of said corporation for the purposes stated in such instrument.


Notary Public

Print Name:



[SEAL]

Expiration Date of Commission: _____
License or Serial Number (if applicable): _____

AS IP Holdco, LLC

By: A. Barry Canipe
Name: A. Barry Canipe
Title: CFO

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

I hereby certify that, on JAN 24, ²⁰⁰⁸₂₀₀₇, A. BARRY CANIPE, a

person who was known to me or who provided satisfactory and credible evidence that he or she was the individual named in the foregoing instrument, appeared before me in person and acknowledged before me that (1) he or she held the title of CFO of ASIP HOLDCO, LLC, a _____ corporation, (2) he or she executed and delivered the foregoing instrument on behalf of said corporation by proper authority, and (3) the execution and delivery of the foregoing instrument was the free and voluntary act of said corporation for the purposes stated in such instrument.

Lynn K. Donnelly
Notary Public

Print Name: LYNN K. DONNELLY

LYNN K. DONNELLY
Notary Public of New Jersey
My Commission Expires Oct. 29, 2012

[SEAL]

Expiration Date of Commission: 10-29-2012

License or Serial Number (if applicable): 2032024

SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT

U.S. PATENT AND PATENT APPLICATION ASSIGNMENT SCHEDULE:

JADO BATHROOM AND HARDWARE MANUFACTURING CO. TO AS IP HOLDCO, LLC

Dated October 28, 2007

Country	Title	Status	App. No.	App. Date	Patent No.	Grant Date	Owner
US	Cabinet pull	Granted	938679	05/20/93	D344007	02/08/94	Jado Bathroom and Hardware Manufacturing Corp.
US	Cabinet pull	Granted	938676	05/20/93	D344008	02/08/94	Jado Bathroom and Hardware Manufacturing Corp.
US	Cabinet pull	Granted	938648	05/21/93	D350273	09/06/94	Jado Bathroom and Hardware Manufacturing Corp.
US	Combined handle, shelf and plumbing cover panel for a shower stall	Granted	91792901	11/15/91	D342310	12/14/93	Jado Bathroom and Hardware Manufacturing Co.
US	Door handle	Granted	9421574	04/19/94	D355348	02/14/95	Jado Bathroom and Hardware Manufacturing Co.
US	Door handle	Granted	938677	05/20/93	D349228	08/02/94	Jado Bathroom and Hardware Manufacturing Corp.
US	Door handle	Granted	9548100	12/20/95	D385769	11/04/97	Jado Bathroom and Hardware Manufacturing Corp.

Country	Title	Status	App. No.	App. Date	Patent No.	Grant Date	Owner
US	Faucet	Granted	938650	05/21/93	D355956	02/28/95	Corp. Jado Bathroom and Hardware Manufacturing Co.
US	Faucet	Granted	91792898	11/15/91	D339847	09/28/93	Jado Bathroom and Hardware Manufacturing Corp.
US	Faucet	Granted	9541644	07/20/95	D373177	08/27/96	Jado Bathroom and Hardware Manufacturing Corp.
US	Faucet handle	Granted	939793	06/22/93	D342988	01/04/94	Jado Bathroom and Hardware Manufacturing Co.
US	Faucet handle	Granted	9420805	04/01/94	D354549	01/17/95	Jado Bathroom and Hardware Manufacturing Co.
US	Faucet set	Granted	9420799	04/01/94	D362899	10/03/95	Jado Bathroom and Hardware Manufacturing Co.
US	Mounting bracket	Granted	938681	05/21/93	D354674	01/24/95	Jado Bathroom and Hardware Manufacturing Co.
US	Shower head	Granted	91792899	11/15/91	D342564	12/21/93	Jado Bathroom and Hardware Manufacturing Corp.

Country	Title	Status	App. No.	App. Date	Patent No.	Grant Date	Owner
US	Spout	Granted	9420804	04/01/94	D357526	04/18/95	Jado Bathroom and Hardware Manufacturing Co.