

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
Mansfield Plumbing Products LLC	12/19/2008

RECEIVING PARTY DATA

Name:	FCC, LLC dba First Capital
Street Address:	3520 NW 58th Street
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73112

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	D471259
Patent Number:	D469171
Patent Number:	D469170
Patent Number:	0892925

CORRESPONDENCE DATA

Fax Number: (678)553-2693

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

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ATTORNEY DOCKET NUMBER:

069528.017800 (WITHERS)

NAME OF SUBMITTER:

Sarah Withers

PATENT

500748088

REEL: 022071 FRAME: 0311

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Total Attachments: 3  
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (the "Confirmatory Grant") is made effective as of December 19, 2008 by and from Mansfield Plumbing Products LLC, a Delaware limited liability company (the "Grantor"), to and in favor of FCC, LLC, d/b/a First Capital, a Florida limited liability company (the "Grantee").

WHEREAS, Grantor and Grantee are parties to a Loan and Security Agreement of even date herewith (as may be amended, supplemented or restated from time to time, the "Loan Agreement"), as well as a Patent and Trademark Security Agreement of even date herewith (as may be amended, supplemented or restated from time to time, the "Patent and Trademark Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO") and the patents (the "Patents") listed on Exhibit B attached hereto, which Patents are pending or issued with the USPTO.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Patent and Trademark Security Agreement and the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Patent and Trademark Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Patent and Trademark Security Agreement or the Loan Agreement, the provisions of the Patent and Trademark Security Agreement and the Loan Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Patent and Trademark Security Agreement and/or the Loan Agreement.

2) The Security Interest.

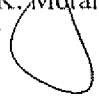
(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations which Grantee has determined in its reasonable discretion are not likely to become actual obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor, at Grantor's expense, all reasonably requested instruments in writing releasing the security interest in the Patents and Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks and Patents set forth in Exhibits A and B respectively, now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks and Patents, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks and/or Patents or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MANSFIELD PLUMBING PRODUCTS LLC

By: 

James K. Morando, President and Chief Executive  
Officer 

[SIGNATURE PAGE TO SHORT-FORM PATENT AND TRADEMARK SECURITY  
AGREEMENT ]

EXHIBIT B

UNITED STATES ISSUED PATENTS

<u>Owner</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Mansfield Plumbing Products, LLC (MSF)	PAIR OF FAUCET HANDLES FOR A LAVATORY	D471,259S	03/04/2003
Mansfield Plumbing Products, LLC (MSF)	LAVATORY BASIN	D469,171S	01/21/2003
Mansfield Plumbing Products, LLC (MSF)	PEDESTAL FOR A LAVATORY	D469,170S	01/21/2003

UNITED STATES PATENT APPLICATIONS

None

FOREIGN ISSUED PATENTS

<u>Owner</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Mansfield Plumbing Products, LLC (MSF)	France	FLUSH CONTROL VALVE	892.925	04/28/1989

FOREIGN PATENT APPLICATIONS

None