

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Safety Tubs Company, LLC	07/22/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Wells Fargo Capital Finance, LLC, as Collateral Agent
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Application Number:	12847508
PCT Number:	US1043933
Application Number:	12761257
PCT Number:	US1031295
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)863-7806
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-863-7198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	Nancy Brougher
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1989.185
NAME OF SUBMITTER:	Nancy Brougher

OP \$160.00 12847508

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**PATENT**  
**REEL: 025674 FRAME: 0679**

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 22nd day of July, 2010, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC (formerly known as Wells Fargo Foothill, LLC), a Delaware limited liability company ("WFCF"), in its capacity as a collateral agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns, if any, "US Collateral Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of July 17, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among AS America, Inc., a Delaware corporation (as successor by merger to Crane Plumbing LLC, Eljer, Inc., Crane Plumbing Holding Corp., Eljer Holding Corp., URC Enterprises LLC and NewArtesian Transportation LLC) ("AS America"), AS Logistics, Inc., a Delaware corporation ("AS Logistics" and, together with AS America, "US Borrowers"), AS Canada, ULC, a Nova Scotia unlimited company ("AS Canada"), Crane Plumbing Canada Corp., a Canada corporation ("Crane Canada" and, together with AS Canada, "Canadian Borrowers"; Canadian Borrowers and US Borrowers are, collectively, "Borrowers"), WFCF, as an administrative agent ("US Administrative Agent") and as US Collateral Agent for the lenders from time to time party thereto ("Lenders"), Wells Fargo Financial Corporation Canada, as an administrative agent ("Canadian Administrative Agent") and as a collateral agent ("Canadian Collateral Agent" and, together with US Administrative Agent, US Collateral Agent and Canadian Administrative Agent, the "Agents"), and the Lenders, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor and certain of its affiliates shall have executed and delivered to US Collateral Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement dated as of July 17, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to US Collateral Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to US Collateral Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property) (collectively, the "Patent Collateral"):

(a) all of its Patents, including those Patents referred to on Schedule I hereto;

(b) all of its rights to sue for past, present and future infringements and dilutions of its Patents; and

(c) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to US Collateral Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to US Collateral Agent with respect to any such new patent rights in accordance with Section 6(g)(iv) of the Security Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes US Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from US Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full (as defined in the Security Agreement) of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, US Collateral Agent shall promptly,

at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Patent Collateral under this Patent Security Agreement. Upon the sale or disposition of any Patent Collateral, the Security Interest in such Patent Collateral shall be automatically released and terminated to the extent such sale or disposition is expressly permitted under the Credit Agreement, and at such time, US Collateral Agent will authorize the filing of appropriate termination statements to terminate such Security Interest.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SAFETY TUBS COMPANY, LLC**, a Delaware  
limited liability company

By: Maria Chiclana  
Name: Maria Chiclana  
Title: Senior Vice President, General Counsel  
and Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO CAPITAL FINANCE, LLC**, a  
Delaware limited liability company, as US Collateral  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SAFETY TUBS COMPANY, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO CAPITAL FINANCE, LLC**, a  
Delaware limited liability company, as US Collateral  
Agent

By:  \_\_\_\_\_  
Name: **William M. Flough**  
Title: **Vice President**

**SCHEDULE I**  
**To**  
**PATENT SECURITY AGREEMENT**

**Patent Registrations/Applications**

**Safety Tubs Company, LLC**

<b>Patent</b>	<b>Country</b>	<b>Application Number</b>	<b>Patent Number</b>	<b>Issue Date</b>
METHOD OF MANUFACTURING WALK IN TUBS	US	11/551,160	7,788,783	9/7/2010
DOOR HANDLE FOR WALK IN BATHTUBS	US	29/329,749	D601,401	10/6/2009
BATHTUB INSERT FOR CHILDREN	US	12/847,508		
BATHTUB INSERT FOR CHILDREN	WO	PCT/US2010/043933		
METHODS OF MANUFACTURING WALK-IN TUBS AND WALK-IN TUB DOORS	US	12/876,894		
SIDE DOOR FOR WALK IN TUB	US	11/550,956	7,299,509	11/27/2007
SIDE DOOR FOR WALK IN TUB	US	11/871,844		
ACCELERATED TUB DRAIN	US	11/745,289		
ACCELERATED TUB DRAIN	WO	PCT/US08/62233		
ACCELERATED TUB DRAIN	EP	EP 08747357.5		
ACCELERATED TUB DRAIN	CA	2690804		
ACCELERATED TUB DRAIN	CN	200880022159.6		
DOOR ASSEMBLY FOR WALK IN BATHTUBS	US	12/761,257		
DOOR ASSEMBLY FOR WALK -IN BATHTUBS	WO	PCT/US10/031295		