

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
United States Pipe and Foundry Company, LLC	03/06/2012
RECEIVING PARTY DATA	
Name:	Mueller International, LLC
Street Address:	1200 Abernathy Road, Suite 1200
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	61156998
Application Number:	61167716
Application Number:	61250160
Application Number:	61301462
Application Number:	12711050
Application Number:	12716820
Application Number:	61347612
Application Number:	61376450
Application Number:	13103126
Application Number:	13113684
Application Number:	13216523
Application Number:	13284915
PCT Number:	US1025074
PCT Number:	US1026070
PCT Number:	US1137565

OP \$640.00 61156998

PCT Number:

US1148953

CORRESPONDENCE DATA

Fax Number: (770)434-7376

Phone: 770-434-6868

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jeffrey R. Kuester

Address Line 1: 1600 Parkwood Circle, Suite 400

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:

191322-9006

NAME OF SUBMITTER:

Chason A. Carroll

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment"), effective this 6th day of March 2012 (the "Effective Date"), is made by and between Mueller International, LLC, a Delaware limited liability company (the "Assignee") and United States Pipe and Foundry Company, LLC, an Alabama limited liability company (the "Assignor").

WHEREAS, Assignor is the sole and exclusive owner of all rights, title and interest in, to and under the patents and patent applications set forth in Exhibit A (the "Patent Portfolio");

WHEREAS, Assignee desires to acquire any and all rights, title and interest in, to and under the Patent Portfolio.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Assignor, by these presences, does hereby irrevocably sell, assign, transfer and set over unto Assignee the entire worldwide right, title and interest, including all powers and privileges of Assignor in, to and under the same along with the right to bring action for and collect for present, future damages and past damages, royalties, fees, profits or other relief, including equitable or injunctive relief, arising from infringement, in and to the Patent Portfolio and in any letters patent which may be granted thereon, and to any and all divisions, reissues, continuations and extensions thereof, all of the same to be held and enjoyed by Assignee, its successors and assigns to the full end of the term or terms for which any letters patent may be granted. Assignor hereby agrees that the assignment and transfer granted herein includes Assignor's priority rights under any international treaty or convention relating to patents or other intellectual property rights with respect to any and all corresponding foreign applications that have been or will be filed in any country that is a signatory thereto and a member thereof.

FURTHERMORE, and for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives and assigns shall advise that any proceeding in connection with said Patent Portfolio or patent letters, or any proceeding in connection with said Patent Portfolio or patent letters in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation or continuation-in-part of any applications for the Patent Portfolio or patent letter, or any reissue or extension of any portion of the Patent Portfolio or patent letters to be obtained thereon, is lawful and desirable, sign all papers and documents, cause its personnel to sign all papers and documents and take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patent Portfolio or letters of patent at the cost and expense of Assignee.

FURTHERMORE, and for the same consideration, the Assignor hereby authorizes and requests the commissioner of patents to issue any and all said letters of patent of the United

States to the Assignee, as the Assignee of said inventions and the letters patent to be issued thereon for the sole use and benefit of the Assignee, its successors, legal representatives and assigns.

FURTHERMORE, and for the same consideration and to effectuate the terms of this Assignment, Assignor hereby names and irrevocably constitutes and appoints Assignee and its designated successor, assign and designee, with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights assigned hereby. This Assignment is, and shall be binding upon the successors and assigns of the Assignor and shall extend to the successors, assigns and nominees of the Assignee. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

This Assignment may be executed in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

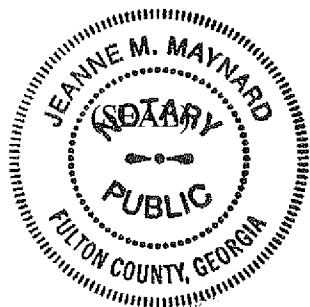
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

UNITED STATES PIPE AND FOUNDRY COMPANY, LLC

By: [Signature]
Name: Kevin Maxwell
Title: Assistant Secretary

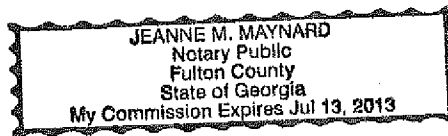
GEORGIA
STATE OF ~~ALABAMA~~

Before me, a Notary Public in and for the State of Georgia, on this 6 day of March, 2012, personally appeared Kevin Maxwell on behalf of United States Pipe and Foundry Company, LLC, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

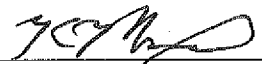


[Signature]
NOTARY PUBLIC

My Commission Expires:

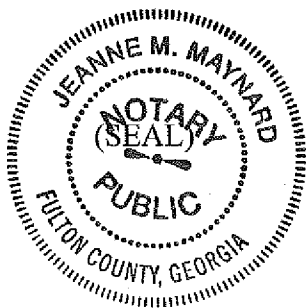


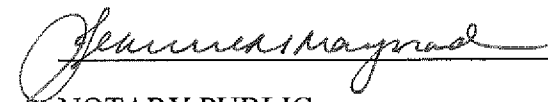
Mueller International, LLC

By: 
Name: Kevin Maxwell
Title: Assisted Secretary

STATE OF GEORGIA

Before me, a Notary Public in and for the State of Georgia, on this 6 day of March, 2012, personally appeared Kevin Maxwell on behalf of Mueller International, LLC, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.




NOTARY PUBLIC

My Commission Expires:

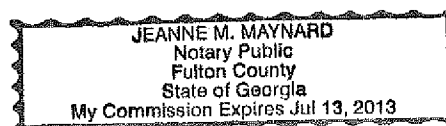


EXHIBIT A

TITLE	INVENTORS	APPLICATION NUMBER	PATENT / PUBLICATION NUMBER	FILING DATE	COUNTRY
Gasket for Bell Socket	William H. Owen	61156998		03/03/09	US
Gasket for Bell Socket	William H. Owen	61167716		04/08/09	US
PARABOLIC RAMP SELF-RESTRAINING BELL JOINT	William W. Holmes, William H. Owen	61250160		10/09/09	US
Simplified Low Insertion Force Sealing Device Capable of Self Restraint and Joint Deflection	William W. Holmes, William H. Owen	61301462		02/04/10	US
Simplified Low Insertion Force Sealing Device Capable of Self Restraint and Joint Deflection	William W. Holmes, William H. Owen	12711050		02/23/10	US
Gasket for Bell Socket	William H. Owen	12716820		03/03/10	US
Simplified Insertion Force Sealing Device Capable of Self Restraining and Joint Deflection	William W. Holmes, William H. Owen	61347612		05/24/10	US
Gasket for Parabolic Ramp Self Restraining Bell Joint	William W. Holmes, William H. Owen	61376450		08/24/10	US
Simplified Low Insertion Force Sealing Device Capable of Self Restraint and Joint Deflection	William W. Holmes, William H. Owen	13103126		05/09/11	US
Simplified Insertion Force Sealing Device Capable of Self Restraining and Joint Deflection	William W. Holmes, William H. Owen	13113684		05/23/11	US
Gasket for Parabolic Ramp Self Restraining Bell Joint	William W. Holmes, William H. Owen	13216523		08/24/11	US
Simplified Insertion Force Sealing Device Capable of Self Restraining and Joint Deflection	William W. Holmes, William H. Owen	13284915		10/30/11	US
Simplified Low Insertion Force Sealing Device Capable of Self Restraint and Joint Deflection	William W. Holmes, William H. Owen	PCTUS1025074		02/23/10	WO
Gasket for Bell Socket	William H. Owen	PCTUS1026070		03/03/10	WO
Simplified Low Insertion Force Sealing Device Capable of Self Restraint and Joint Deflection	William H. Owen, William W. Holmes	PCTUS1137565		05/23/11	WO
Gasket for Parabolic Ramp Self Restraining Bell Joint	William W. Holmes, William H. Owen	PCTUS1148953		08/24/11	WO