503240234 03/27/2015

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AFFIDAVIT REGARDING TERMINATION OF PATENT AND TRADEMARK SECURITY INTERESTS

CONVEYING PARTY DATA

Name	Execution Date
LAW DEBENTURE TRUST COMPANY OF NEW YORK, AS COLLATERAL AGENT	01/23/2015

RECEIVING PARTY DATA

Name:	HENRY PRATT COMPANY
Street Address:	500 WEST ELDORADO STREET
City:	DECATUR
State/Country:	ILLINOIS
Postal Code:	62522-1808

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	6543747
Patent Number:	5654885
Patent Number:	5538029
Patent Number:	6598850
Patent Number:	6955756

CORRESPONDENCE DATA

Fax Number: (404)572-5100

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: CAROL FRASER, PARALEGAL Address Line 1: 1180 PEACHTREE STREET

Address Line 2: KING & SPALDING

Address Line 4: ATLANTA, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	MUELLER-14353.018001
NAME OF SUBMITTER:	CAROL FRASER
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	03/27/2015

PATENT 503240234 REEL: 035331 FRAME: 0446

Total Attachments: 4

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AFFIDAVIT REGARDING TERMINATION OF PATENT AND TRADEMARK SECURITY INTERESTS

STATE OF	<u>GEORGIA</u>
COUNTY OF	Fulton

Before me this day personally appeared Keria Mexiculty of Mueller Water Products, Inc. ("Affiant"), who is located at 1200 Abscrity Rd., ATL, GA 20327, who being by me first duly sworn, deposes and says:

- 1. That Affiant is a duly elected officer of Mueller Water Products, Inc., a Delaware corporation (the "Company");
- 2. That pursuant to the terms and conditions of those certain security agreements recorded with the United States Patent and Trademark Office (collectively, the "Security Agreements") at the reel and frame numbers listed on Schedule I attached hereto, the Company and/or one or more of its subsidiaries granted security interests in those certain patents and trademarks (collectively, the "IP"; and such security interests in the IP, the "Security Interests") listed on Schedule I, as applicable, in favor of the secured parties (collectively, the "Prior Lenders") listed on Schedule I, as applicable; and;
- 3. That the Company has made or caused to be made a diligent effort to obtain evidence of the release of the Security Interests from the Prior Lenders, and that, despite the failure of such effort, the Security Interests of the Prior Lenders in the IP have been terminated.

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FURTHER AFFIANT SAYETH NOT.

Date: January 23, 2015

AS AN OFFICER OF Mueller Water Products, Inc.

By:

Name: |Covin Proxact
Title: Accistant Secretary

The foregoing affidavit was sworn to before me this 23 day of January, 2015, at the offices of Muller Water Products, Inc., as an Officer of Mueller Water Products, Inc.

Notary Public, State

My commission expires:

Schedule I

<u>TO</u>

AFFIDAVIT REGARDING TERMINATION OF PATENT AND TRADEMARK SECURITY INTERESTS

Relevant Patents and Trademarks

I. Trademarks

Secured Party	Execution Date of Security Agreement	Recordation date of Security Agreement	Reel / Frame Number of Security Agreement	Trademark Registration Number(s)
The First National	08/16/1999	09/10/1999	Reel 1957 /	1715008
Bank of Chicago			Frame 0648	1734358
The First National	08/16/1999	09/10/1999	Reel 1964 /	0772654
Bank of Chicago			Frame 0056	0735901
				0739253
				0377764
				1026157
				1909149
				1967642
				1474781
				1490849
				0801650
				0809772
				1410375
				0912293
				1227287
				0566653
				0068337
				0085269
				0537204
				0534196
				0863810
				0975318
				0066513
				2349302
				0605332
				1061519
				0664942
				0789887
				0700377
				0769382
				1458068
				0670487
				0937392
Credit Suisse First	04/23/2004	01/28/2005	Reel 3112 /	2677760
Boston			Frame 0428	

II. Patents

RECORDED: 03/27/2015

Secured Party	Execution Date of Security Agreement	Recordation date of Security Agreement	Reel / Frame Number of Security Agreement	Patent Registration Number(s)
The First National Bank of Chicago	08/16/1999	09/10/1999	Reel 010216 / Frame 0708	5538029
The First National Bank of Chicago	08/16/1999	09/10/1999	Reel 010444 / Frame 0786	5778715 5944288
Bank One, NA	05/09/2001	05/30/2001	Reel 011846 / Frame 0463	6196039 6408664
Bank One, NA	05/09/2001	05/30/2001	Reel 011846 / Frame 0709	5654885
Bank One, NA	05/09/2001	05/30/2001	Reel 011851 / Frame 0237	6336472
Bank One, NA	06/21/2001	07/09/2001	Reel 012200 / Frame 0272	6674311
Law Debenture Trust Company of New York	06/22/2004	06/24/2004	Reel 015478 / Frame 0900	6543747 5654885 5538029 6598850 6955756
Law Debenture Trust Company of New York	06/22/2004	06/24/2004	Reel 015487 / Frame 0192	6013150 5778715 5944288 6196039 6487946 6408664
Law Debenture Trust Company of New York	06/22/2004	06/24/2004	Reel 015478 / Frame 0890	5947152
Law Debenture Trust Company of New York	06/22/2004	06/24/2004	Reel 015478 / Frame 0912	6336472 6467500 6691732