

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Standard Inc.		11/29/1999	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	American Standard Intenational Inc.
Street Address:	15 West 54th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	764162	WABCO W
Registration Number:	768672	WABCO W
Registration Number:	771726	WABCO W
Registration Number:	777325	WABCO
Registration Number:	777728	W WABCO
Registration Number:	800542	WABCO W

CORRESPONDENCE DATA	
Fax Number:	(732)980-6131
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(732) 980-6085
Email:	jscott@americanstandard.com
Correspondent Name:	American Standard Inc.
Address Line 1:	One Centennial Avenue
Address Line 2:	P.O. Box 6820
Address Line 4:	Piscataway, NEW JERSEY 08855-6820

ATTORNEY DOCKET NUMBER:	WABCO TM ASSIGNMENT
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CH \$165.00 764162

NAME OF SUBMITTER:

Joseph Scott

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of November 29, 1999, and is between American Standard Inc., a corporation of the state of Delaware (USA), with its offices at One Centennial Avenue, Piscataway, New Jersey 08855-6820 ("Assignor"), and American Standard International Inc., a corporation of the state of Delaware (USA), with its offices at 15 West 54th Street, New York, NY 10019 ("Assignee").

RECITALS

A. Assignor for many years has been, and continues to be, a world leader in the development, design, manufacture, marketing, distribution, sale, and service of the Products, as defined in this Agreement; and

B. Assignor, both directly and indirectly, owns, has developed, and continuously makes substantial investments in the registration, protection and administration throughout the world of the Trademarks (as defined in this Agreement), which contribute substantially to the international demand for and to the profitable manufacture, distribution, sale and service of Products manufactured by Assignor and its subsidiaries and licensees, and the performance of services in connection with the Products; and

C. Assignor (directly or through Affiliates) owns all of the worldwide right, title and interest in the Trademarks, as defined in this Agreement; conducts business utilizing the Trademarks throughout the world; wishes to centralize the management and utilization of the Trademarks in a single, wholly-owned Affiliate in order to maximize their value and facilitate their optimal exploitation; wishes to continue and to grow its worldwide business through a single wholly-owned and controlled Affiliate; has designated Assignee as the wholly-owned and controlled Affiliate to accomplish these and other goals; and, therefore, is willing to contribute, convey, and assign the Trademarks to Assignee in a transaction intended to qualify under Section 351 of the Internal Revenue Code of 1986, as amended (the "Code") on the terms and conditions of this Agreement and those set forth in that certain Capitalization Agreement dated November 29, 1999, a copy of which is attached as Schedule A hereto (the "Capitalization Agreement").

NOW, THEREFORE, in consideration of the foregoing Recitals, which form an integral part of this Agreement, and of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. DEFINITIONS

In addition to such terms as may be defined in the text of this Agreement and in the Capitalization Agreement, the following definitions shall govern this Agreement:

1.1. "Affiliate" shall mean any company or business entity which Assignor or Assignee controls, or any parent company or business entity by which Assignor or Assignee is controlled, directly or indirectly.

1.2. "Products shall mean Air Conditioning Products (defined as including heating, ventilation, air-conditioning, refrigeration and building automation/management equipment and systems and services related thereto); Plumbing Products (defined as including sanitaryware fixtures made of vitreous china, acrylic, plastic and other materials, and fittings made of brass and other materials, and related products; and Automotive Products (defined as including electronic and conventional vehicle control systems and related products.)

1.3. "Territory" shall mean worldwide, with the exception of the any country or jurisdiction where assignments, licenses or sublicenses of intellectual property cannot be made, or where the assignment of goodwill with the Trademarks leads to the imposition of substantial financial or economic penalties to Assignor or Assignee.

1.4. "Trademarks" shall mean all of the marks listed on Schedules B, C, and D, and all registrations and applications therefor.

2. ASSIGNMENT

2.1. Grant. Assignor does hereby transfer, convey and assign unto the Assignee all of its rights, title and interest in and to the Trademarks in the Territory, together with the good will of the business appertaining thereto and which is symbolized by the Trademarks; the worldwide right to enforce, to sue for, and to recover for infringements of the Trademarks, wherever and whenever occurring; and the right to apply for additional registrations thereon in the Territory.

2.2. Recordation. Assignor agrees to execute all documents reasonably necessary to record the assignments and transfers contemplated by this Agreement. Assignee shall be responsible for recording all assignments of the Trademarks in the Territory.

3. CONSIDERATION

The assignment and contribution of the Trademarks described in this Agreement are intended to constitute a capital contribution to Assignee under Section 351 of the Code and in accordance with Revenue Ruling 64-155, 1964-1 C.B. 138, no further issuance of stock is necessary to document this capital contribution.

4. ADDITIONAL COVENANTS OF ASSIGNEE

4.1. Assignor assumes no responsibility or liability for any personal injuries, property damages, or economic losses arising from the sale or use of Products or services sold by Assignee, or any licensee or sublicensee of Assignee, under the Trademarks. Assignee agrees to indemnify Assignor and to hold it harmless from and against any and all loss, cost, damage and expense (including the reasonable fees and expenses of attorneys and other professionals) which Assignor may pay or for which Assignor may become liable as a result of any action, proceeding, claim, demand, settlement or judgment arising from, or in connection with claims for any personal injuries, property damages, or economic losses arising from the sale or use of Products or services sold by Assignee, or any licensee or sublicensee of Assignee, under the Trademarks. If any claim is asserted against Assignor which is covered by the foregoing clause, Assignor shall have the right to require that Assignee defend such action at the sole cost and

expense of Assignee; however, Assignor shall always have the right to retain, at Assignor's expense, its own counsel to defend its own interests in any such action. As the parties intend full indemnification, all costs, expenses and fees, including attorneys' fees and disbursements, incurred in enforcing this section shall also be reimbursed by Assignee.

5. ENFORCEMENT OF TRADEMARKS

5.1. Assistance. Assignor agrees to assist Assignee in the registration, enforcement and protection of the Trademarks, including, but not limited to, executing any documents, as Assignee deems necessary, for the procurement of Trademark rights in Assignee's name in the Territory, and for evidence of Assignor's right, title and interest in and to the Trademarks.

6. MISCELLANEOUS

6.1. Authority. Assignee and Assignor represent and warrant that they each have full authority and the unrestricted right to enter into this Agreement, and that neither is a party to any agreement which conflicts with the terms of this Agreement or restricts them in any manner from performing the obligations as set forth herein.

6.2. Binding. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.3. Notices. All notices hereunder shall be in writing and shall be sent by prepaid first class airmail, telex or telegram or overnight courier to the addresses listed below. Notices shall be deemed given, (a) when delivered, or (b) if sent by airmail, registered or certified mail shall be effective as of the date it is actually received by the addressee, or (c) upon receipt of a telex or telegram or overnight courier package, whichever is earliest:

(a) If to Assignee:

American Standard International, Inc.
15 West 54th Street
New York, NY 10019

(b) If to Assignor:

American Standard Inc.
One Centennial Avenue
PO Box 6820
Piscataway, NJ 08855-6820, USA

6.4. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York, USA, applicable to agreements executed, delivered and performed in the State of New York, without reference to its conflicts of laws rules, and where applicable, the Federal laws of the United States of America.

6.5. Consent to Jurisdiction. The parties hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in the state of New York for any action or proceeding arising out of or relating to this Agreement to the extent that such actions or proceedings are authorized or allowed by section 6.6, and the parties hereby irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

6.6. Dispute Resolution. (a) Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this paragraph, which shall be the sole and exclusive procedures for the resolution of any such disputes. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence; (b) disputes shall be settled by mediation under the then current CPR Model Mediation Procedure for Business Disputes in effect on the date of this Agreement. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Neutrals and shall notify CPR to initiate the selection process.

6.7. Amendment. Changes in this Agreement shall only be valid if they are made in writing and executed by the party against whom such change is sought to be enforced.

6.8. Severability. Should any clause in this Agreement be or become invalid, illegal or unenforceable in any jurisdiction, or is stricken or materially amended by the action of any competent authority, such provision will be deemed amended for such jurisdiction only to the extent necessary to conform to the applicable laws, and in a manner which preserves to the maximum extent possible the original objectives of this Agreement, so as to be valid and enforceable therein without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction.

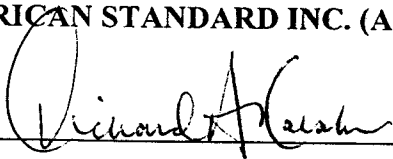
6.9. Headings. The headings of the articles and sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and provisions of this Agreement.

6.10. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but which when taken together shall bear the signatures of all parties and shall thereupon constitute one and the same agreement.

6.11. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations and, except as otherwise expressly provided herein, all prior writings in respect of such subject matter.

IN WITNESS WHEREOF, Assignor and Assignee, through their duly authorized officers, have executed this Agreement on the date first set forth above.

AMERICAN STANDARD INC. (Assignor)

By: 

Print Name: Richard A. Kalaher

Title: Vice President, General Counsel
& Secretary

AMERICAN STANDARD
INTERNATIONAL INC. (Assignee)

By: 

Print Name: Frederick C. Paine

Title: Vice President & Secretary

SCHEDULE C

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
WABCO W	764162	2/4/1964
WABCO W	768672	4/28/1964
WABCO W	771726	6/23/1964
WABCO W	777325	9/22/1964
WABCO W	777728	9/29/1964
WABCO W	800542	12/21/1965