

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Standard Inc.		10/31/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AS IP Holdco, LLC		
<b>Street Address:</b>	11 Huntington Ave.		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2805813	BROOK	
Registration Number:	3161490	ENFIELD	
Registration Number:	1604500	OVATION	
Registration Number:	2884039	STRATFORD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(732)980-6398		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	732-980-6023		
<b>Email:</b>	jscott@americanstandard.com		
<b>Correspondent Name:</b>	Joseph Scott		
<b>Address Line 1:</b>	One Centennial Ave.		
<b>Address Line 4:</b>	Piscataway, NEW JERSEY 08855		
<b>ATTORNEY DOCKET NUMBER:</b>	ASI - ASIP HOLDCO		
<b>NAME OF SUBMITTER:</b>	Joseph Scott		

**CH \$115.00 2805813**

Signature:	/JScott/
Date:	02/26/2008
Total Attachments: 4 source=ASI - ASIP Holdco#page1.tif source=ASI - ASIP Holdco#page2.tif source=ASI - ASIP Holdco#page3.tif source=ASI - ASIP Holdco#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT – TRADEMARKS  
ASI TO AS IP HOLDCO, LLC

This INTELLECTUAL PROPERTY ASSIGNMENT - TRADEMARKS (the "Assignment"), effective as of October 31, 2007 (the "Effective Date"), is by and among American Standard Inc., a Delaware corporation, located at One Centennial Avenue, Piscataway NJ 08855 ("Assignor"), on the one hand, and AS IP Holdco, LLC, a Delaware limited liability company, located at 111 Huntington Ave, Boston, MA 02199 ("Assignee"), on the other. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, American Standard Companies Inc., a Delaware corporation ("ASD"), ASD Acquisition Corp. (the "Americas Buyer") and Ideal Standard International Holding Sarl (the "International Buyer" and together with the Americas Buyer, the "Buyers") are parties to that certain Stock and Asset Purchase Agreement, dated July 23, 2007, as subsequently amended (the "Purchase Agreement"), pursuant to which ASD agreed to cause Assignor to sell, assign, transfer, convey and deliver to Assignee, and Buyers agreed to cause Assignee to purchase, acquire and accept from Assignor, free and clear of Encumbrances, other than Permitted Encumbrances, all of Assignor's right, title and interest in and to the Purchased Assets, including the trademark registrations and applications for registration set forth on Schedule A attached hereto (together with the goodwill of the business pertaining thereto and which is symbolized thereby) (collectively, the "Assigned Trademarks").

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance.** Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks worldwide, including the right to enforce and the right to sue for and to recover for all infringement or misappropriations of the Assigned Trademarks, whenever and wherever occurring.

2. **Recordation.** Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Trademarks (as applicable), as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. **Further Assurances.** Assignor shall execute and deliver such documents as are reasonably requested by Assignee and are necessary to carry out the intent of this Assignment.

4. **Counterparts; Effectiveness.** This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.

5. **Purchase Agreement.** Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

6. **Amendment and Modification.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

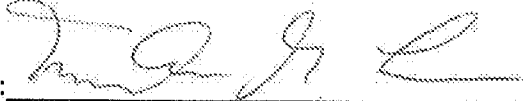
7. **Headings.** The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

*[Signature Page Follows]*

**WITNESS WHEREOF**, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

American Standard Inc.

By:   
Name: *Henry Ann C. Hamaran*  
Title: *Assistant Secretary*

AS IP Holdco, LLC

By:   
Name: *Ben Small*  
Title: *Secretary*

Trademark Schedule

ASI to AS IP Holdco, LLC

Trademark	Status	Application Number	Registration Number	Jurisdiction	Classes	Application Date	Registration Date
BROOK	Registered	78140704	2805813	United States of America	21 Int.	02-Jul-2002	13-Jan-2004
ENFIELD	Registered	78174997	3161490	United States of America	11 Int.	16-Oct-2002	24-Oct-2006
OVATION	Renewed	73807879	1604500	United States of America	11 Int.	19-Jun-1989	03-Jul-1990
STRATFORD	Registered	78100992	2884039	United States of America	11 Int.	04-Jan-2002	14-Sep-2004