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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Selkirk, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 24, 2002

2. Name and address of receiving party(ies)

Name: Selkirk L.L.C.

Internal Address:

Street Address: 14801 Quorum Drive

City: Dallas State: TX Zip: 75254

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/375379 76/372116 76/372115 75/677975

B. Trademark Registration No.(s)
1295968 1335094 1361390 2006549 2079265 2095116 2512688 2559375 477582 1893900 2486623 2486624

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Bailyn, Esq.

Internal Address:

Skadden, Arps, Slate, Meagher & Flom LLP

Street Address: Four Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2385 [Our Ref: 548800-21]

(Attach duplicate copy of this page if paying by deposit account)

CHARGE Fee

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Bailyn

Name of Person Signing

Laura Bailyn

Signature

July 2, 2002

Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Assignment from:
Selkirk, Inc. to Selkirk L.L.C.
Additional Trademark Registration Nos.

2486625

1560713

2085340

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("Assignment") made as of June 24, 2002, by and among Selkirk, Inc., a Delaware Corporation with offices at 14801 Quorum Drive, Dallas, Texas 75254 ("Assignor") and Selkirk L.L.C., a Delaware limited liability corporation with offices at 14801 Quorum Drive, Dallas, Texas 75254 ("Assignee").

WHEREAS, pursuant to a Stock and Asset Purchase Agreement dated as of May 17, 2002 (the "Purchase Agreement"), by and among U.S. Industries, Inc., Eljer Plumbingware, Inc., Selkirk, Inc., Selkirk Canada U.S.A., Inc., Selkirk Canada, Inc., Selkirk Acquisition Partners and Tincum Capital Partners, L.P., Assignor agreed to sell, convey, transfer and assign, or cause to be sold, conveyed, transferred and assigned to Assignee all its right, title, and interest in certain trademarks, service marks, trade names, corporate and business names, brand names, Internet domain names, universal resource locators, designs, logos, trade dress, slogans, and general intangibles of like nature, including the Selkirk Rights in the Mutual Territory (as such capitalized terms are defined in the Intellectual Property Co-Existence Agreement between Assignor and Selkirk Europe Limited dated November 17, 2000) together with all goodwill, registrations and applications relating to the foregoing, including but not limited to those set forth on SCHEDULE A, (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee, its successors, assigns and legal representatives, its entire right, title and interest in and to the Trademarks, and the right to bring an action at law or in equity and collect damages for the infringement or other impairment of the foregoing or to oppose an Application for registration of a trade mark which may be confusing with any one of the Trademarks.

Assignor further covenants and agrees that it will, without further consideration, promptly file for recordation in the appropriate intellectual property registries, all documents necessary to bring record ownership of the Trademarks into the name of the current owner thereof and provide to Assignee, the necessary information and original registration certificates to permit Assignee to effect and perfect the transfer of the Trademarks.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first set forth above.

SELKIRK, INC.

By: Alan Schutzman

Name: Alan Schutzman

Title: Assistant Secretary

SELKIRK, L.L.C.

By: Michael Manasse

Name: Michael Manasse

Title: Vice President

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On 24th June, 2002, before me appeared the person who signed this instrument, and acknowledge that he signed it as a free act on behalf of Assignor, Sellick, Inc., for the purposes contained therein.

NOTARY PUBLIC
Notary Public, State of New York
No. 02286043636

Qualified in New York County
Commission Expires Nov. 4, 2005

By: _____

Name: [Signature]

Title: Notary Public

My Commission Expires: _____

SCHEDULE A

Trademarks and Servicemark Registrations and Applications and
Material Unregistered Trademarks and Servicemarks

Subsidiary	Country	Mark	Reg. No.	Applic. No.
Selkirk Inc.	United States	Metalbestos	1,295,968	731,438,302
Selkirk Inc.	United States	Selkirk	1,335,094	73/148,886
Selkirk Inc.	United States	Selkirk Metalbestos and Design	1,361,390	73/440,216
Selkirk Inc.	United States	Sel-Vent (dead new application in different G&S)	2,006,549	
Selkirk Inc.	United States	Airmate	2,079,265	75/148,886
Selkirk Inc.	United States	Selaire	2,095,116	75/168,122
Selkirk Inc.	United States	LockTab and Design	2,512,688	76-231,173
Selkirk Inc.	United States	Metalbestos Selkirk Airmate and Design (lined for color)	2,559,375	75,677,976
Selkirk Inc.	United States	Sel-Vent	0,477,582	
Selkirk Inc.	United States	Sel-Vent	New Application	76,375,379
Selkirk Inc.	United States	ProSeal and design	New Application	76,372,116
Selkirk Inc.	United States	Metalbestos CV	New Application	76,372,115
Selkirk Inc.	United States	Metalbestos Selkirk Airmate and Design	New Application	75,677,975
Selkirk Inc.	Mexico	Airmate	219,403	
Selkirk Inc.	Mexico	Sel-Vent	476,754	
Selkirk Inc.	China	Selkirk	New Application	Serial #3018357
Selkirk Inc.	China	Chimney Flue Design from Logo	New Application	Serial #3018374
Selkirk Inc.	Canada	Airmate	TMA428385	726,733
Selkirk Inc.	Canada	Selkirk	UCA0,039,821	211,444
Selkirk Inc.	Canada	Sel-Vent	tma480010	0,751,045
Selkirk Inc.	Canada	Lloydaire	TMA130476	270,118
Selkirk Inc.	Canada	Sentinel	TMA280056	492,936
Selkirk Inc.	Canada	Metalbestos	UCA012506	175,734
SuperVent	United States	SuperChimney 2100 Max and Design	1,893,900	74,247,936
SuperVent	United States	SuperChimney Max	2,486,623	75,661,233
SuperVent	United States	SuperChimney 2100 Max	2,486,624	75,661,234
SuperVent	United States	SuperPro	2,486,625	75,661,235
SuperVent	Canada	2100	290,806	502,069
SuperVent	Canada	Superchimney 2100	295,407	502,068
SuperVent	Canada	SUPER PIPE 6	338,750	569,099
SuperVent	Canada	Superliner 2100	344,187	556,123
SuperVent	Canada	Adjust-A-Pipe	344,226	589,291
SuperVent	Canada	Max	404,122	689,061
SuperVent	Canada	Superliner and Design	412,630	696,948

SuperVent	Canada	Superthimble and Design	419,176	696,873
SuperVent	Canada	The Alternative	427,944	724,778
SuperVent	Canada	SuperVent and Design	448,537	729,245
SuperVent	Canada	SuperPro 2100	463,601	788,124
SuperVent	Canada	Vestar	541,745	1,008,395
SuperVent	Canada	SuperChimney Max	Searched	1,008,398
SuperVent	Canada	SuperChimney 2100 Max	Searched	1,008,399
SuperVent	United States	SUPER PIPE 6	1,560,713	73-621,802
SuperVent	United States	SUPER-PRO 2100	2,085,340	75-007,675