



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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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):

Eljer Plumbingware, Inc.

06/26/02

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

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

2. Name and address of receiving party(ies)

Name: Selkirk, Inc.

Internal

Address:

Street Address: 14801 Quorum Drive

City: Dallas State: TX Zip: 75240

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/18/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,295,968 and 2,006,549

Additional number(s) attached Yes No

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

Name: Marlin R. Smith

Internal Address:

Street Address: 660 North Central Expressway Suite 230

City: Plano State: TX Zip: 75074

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 80.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marlin R. Smith, Reg. No. 38,310 Name of Person Signing

Signature

June 18, 2002 Date

Total number of pages including cover sheet, attachments, and document: 4

07/01/2002 LNUELLER 00000001 1295968

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

01 FC:481 40.00 OP 02 FC:482 25.00 OP

Refund Ref: 07/01/2002 LNUELLER 0000118374

CHECK Refund Total: \$15.00

ASSIGNMENT

In accordance with paragraph 3.1 (c) of the Asset Purchase Agreement between Eljer Plumbingware, Inc. and Selkirk, Inc. dated December 31, 1997, Eljer Plumbingware, Inc. (hereinafter referred to as the Assignor) does hereby assign to Selkirk, Inc., (hereinafter referred to as the Assignee), a corporation of the state of Delaware, having a place of business at 14801 Quorum Drive, Dallas, Texas 75240, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to all trademarks and any and all trademark registrations and applications for trademark registration therefor listed in the accompanying Annex "A", including all variations, derivations, combinations, registrations and applications for registration of the foregoing and all goodwill associated therewith.

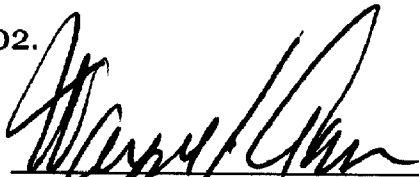
Assignor further grants to Assignee all rights in all of the foregoing provided by treaties, conventions and common law, and all rights to sue or recover and retain damages, costs and attorneys fees for past, present and future infringement or misappropriation of any of the foregoing.

Assignor agrees that said Assignee may apply for and receive registrations for said trademarks in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Assignor will execute all applications for registration, and all other like rights of exclusion in any country on any and all said trademarks; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the Assignor relating to said trademarks and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper protection for said trademarks and vesting title to said trademarks and all applications for registration of said trademarks, in said Assignee, its successors, assigns and legal representatives.

Assignor covenants with said Assignee, its successors, assigns and legal representatives that, other than as previously disclosed to Assignee, no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Assignor, and that full right to convey the same as herein expressed is possessed by the Assignor.

IN TESTIMONY WHEREOF, I have duly executed this assignment this

18th day of June, 2002.



WAYNE J. AARON
Secretary
Eljer Plumbingware, Inc.

STATE OF TEXAS)
)S.S.
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared WAYNE J. AARON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the duly authorized act of the Assignor for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this

18th day of June, 2002.



Notary Public

My Commission Expires:

10/26/02

SEAL

ANNEX "A"

United States Trademark Registration Nos.:

1,295,968

2,006,549

Trademarks:

METALBESTOS

SEL-VENT