

Form PTO-1594  
(rev 3/1)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
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.  
14801 Quorum Drive  
Dallas, TX 75240**

- Individual(s)
- General Partnership
- Corporation – **Delaware**
- Other

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

2. Name and Address of receiving party(ies)

**Selkirk L.L.C.  
14801 Quorum Drive  
Dallas, TX 75240**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: **Corrective Assignment to**

**Remove Supervent Products Inc. Marks  
from Reel 002504 Frame 0402**

Execution Date: **June 24, 2002**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1893900 2486624  
2486623 2486625  
1560713 2085340

Additional numbers attached?  Yes  No

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

**Joseph Chalom, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036**

6. Total number of applications/registrations involved: **6**

7. Total fee (37 CFR 3.41) **\$165**

All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 548800/21)**

8. Deposit Account No. **19-2385**

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.*

Joseph Chalom

Name

Joseph A. Chalom

Signature

January 16, 2003

Date

Total number of pages including cover sheet, attachments, and document: **10**

## TRADEMARK ASSIGNMENT

**TRADEMARK ASSIGNMENT** ("Assignment") made as of June 21, 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: 

Name: Alan Schutzman

Title: Assistant Secretary

**SELKIRK, L.L.C.**

By: 

Name: Michael Manasse

Title: Vice President

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On 24<sup>th</sup> 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, Sellkirk, Inc., for the purposes contained therein.

**STOMER SENAN**  
Notary Public, State of New York  
No. 0258063636  
Qualified in New York County  
Commission Expires Nov. 4, 2005  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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   | tms480010       | 0,751,045       |
| Selkirk Inc. | Canada        | Lloydair   | TMA130476       | 270,118         |
| Selkirk Inc. | Canada        | Sentinel   | TMA280056       | 492,936         |
| Selkirk Inc. | Canada        | Metalbestos  | UCA012506       | 175,734         |
| 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 |

Trademarks and Tradenames

| Owner                   | Country       | Mark                             | Reg. No.  | Applic. No. |
|-------------------------|---------------|----------------------------------|-----------|-------------|
| Supervent Products Inc. | United States | SuperChimney 2100 Max and Design | 1,893,900 | 74,247,936  |
| Supervent Products Inc. | United States | SuperChimney Max                 | 2,486,623 | 75,661,233  |
| Supervent Products Inc. | United States | SuperChimney 2100 Max            | 2,486,624 | 75,661,234  |
| Supervent Products Inc. | United States | SuperPro                         | 2,486,625 | 75,661,235  |
| Supervent Products Inc. | United States | SUPER PIPE 6                     | 1,560,713 | 73-621,802  |
| Supervent Products Inc. | United States | SUPER-PRO 2100                   | 2,085,340 | 75-007,675  |