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To the Honorable Commissioner of Patents 102533989

Attached original documents or copy thereof.

Name of conveying party(ies):

Wilmington Trust Company, as <sup>FINANCE SECTION</sup> Corporate Trustee

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

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

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Release Security Interest in Intellectual Property

Execution Date: July 15, 2003

2. Name and address of receiving party(ies)

Name: Zurn Industries, Inc.

Internal Address: Phillips Tower - West Tower

Street Address: 777 S. Flagler Dr

City: West Palm Beach State: FL ZIP: 33401

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

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

Application number(s) or patent number(s):

A. Trademark Application No.(s) 75727998  
75/727,998

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

08/25/2003 ECOMPER 000001% 75/27998  
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DO NOT USE THIS SPACE

Statement and signature.  
I, 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 Konrath  
Name of Person Signing

[Signature]  
Signature

8/19/03  
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box 4000

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "**Release**") is made as of July 15, 2003 (the "**Effective Date**"), by Wilmington Trust Company, not in its individual capacity, but solely as Corporate Trustee (the "**Corporate Trustee**"), and David A. Vanaskey, not in his individual capacity, but solely as Individual Trustee (and together with the Corporate Trustee, the "**Collateral Trustees**"), in favor of each of the grantors set forth in Schedule A hereto (the "**Grantors**").

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 30, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and among the Collateral Trustees and Pledgors (as defined therein), pursuant to which each of such Pledgors assigned, granted and pledged to the Collateral Trustees for their benefit and in trust for the equal and ratable benefit of the Secured Holders (as defined in the Collateral Trust Agreement, entered into by and between the Collateral Trustees and such Pledgors, dated as of April 30, 2001, as amended and restated by the Amended and Restated Collateral Trust Agreement dated August 15, 2001 (the "**Collateral Trust Agreement**")), a lien on and a security interest in and to certain Intellectual Property Collateral (as defined in the Security Agreement);

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of April 30, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") by and among the Collateral Trustees and the Pledgors (as defined therein), pursuant to which each of such Pledgors granted to the Collateral Trustees, for the equal and ratable benefit of the Secured Holders (as defined in the Collateral Trust Agreement) a security interest in and to all of each of such Pledgors right, title and interest in and to the Collateral (as defined in the IP Security Agreement);

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement dated as of August 15, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Restated Security Agreement**", and together with the Security Agreement, the Collateral Trust Agreement and the IP Security Agreement, the "**IP Collateral Documents**") by and among the Collateral Trustees and the Pledgors (as defined therein), pursuant to which each of the Pledgors assigned, pledged and granted to the Collateral Trustees, for the equal and ratable benefit of the Secured Holders, a lien on and a security interest in all of such Pledgors right, title and interest in and to the Intellectual Property Collateral (as defined in the Restated Security Agreement);

WHEREAS, the IP Security Agreement was filed on August 23, 2001 with the United States Patent and Trademark Office under reel and frame numbers 002357/0213 with respect to trademarks;

WHEREAS, in connection with a certain Omnibus Release of Security Interest dated as of July 15, 2003, the Grantors have requested that the Collateral Trustees release and discharge fully their liens on and security interests in the Grantors intellectual property listed on Schedule B hereto (the “**Released Intellectual Property**”), which liens and security interests were granted pursuant to the IP Collateral Documents; and

WHEREAS, the Collateral Trustees and the Collateral Trust Agreement, the Collateral Trustees are willing to release and discharge fully the Released Intellectual Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustees hereby agree as follows:

1. The Collateral Trustees, on behalf of themselves and their successors, legal representatives and assigns, hereby release to each Grantor all of the Collateral Trustees liens on and security interest in, to and under the Released Intellectual Property.

2. The Collateral Trustees acknowledge and affirm that all of the Collateral Trustees rights and remedies and all of the Grantors obligations under the IP Collateral Documents with respect to the Released Intellectual Property are hereby terminated, discharged and extinguished.

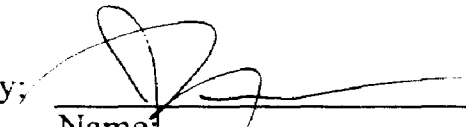
3. This Release may be executed in one or more counterparts, and by the Collateral Trustees in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.

4. The Collateral Trustees hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record this Release.

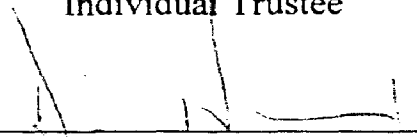
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IN WITNESS WHEREOF, the Collateral Trustees have caused this Release to be executed by their duly authorized representatives as of the date first above written.

WILMINGTON TRUST COMPANY, not  
in its individual capacity, but solely as  
Corporate Trustee

By:   
Name: \_\_\_\_\_  
Title: **James D. Nesci**  
**Authorized Signer**

DAVID A. VANASKEY, not in his  
individual capacity, but solely as  
Individual Trustee

  
\_\_\_\_\_

SCHEDULE AGrantors

AMES TRUE TEMPER PROPERTIES, INC.  
 AMES TRUE TEMPER, INC.  
 ARCHITECTURAL AREA LIGHTING, INC.  
 ARROW CONSOLIDATED CORPORATION  
 ASTERIA COMPANY  
 BATHCRAFT INC.  
 BAYLIS BROTHERS, INC.  
 BRUCKNER MANUFACTURING CORP.  
 CARLSBAD CORP.  
 COLUMBIA LIGHTING, INC.  
 COLUMBIA LIGHTING-LCA, INC.  
 COLUMBIA LIGHTING MFG., CO.  
 COLUMBIA LIGHTING PROPERTIES, INC.  
 COLUMBIA MATERIALS, LLC  
 COMPAX CORP.  
 DUAL-LITE INC.  
 DUAL-LITE MANUFACTURING, INC.  
 ELJER INDUSTRIES, INC.  
 ELJER PLUMBINGWARE, INC.  
 ENVIRONMENTAL ENERGY COMPANY  
 EZ HOLDINGS, INC.  
 GARY CONCRETE PRODUCTS, INC.  
 GATSBY SPAS, INC.  
 HL CAPITAL CORP.  
 IXL MANUFACTURING COMPANY, INC.  
 JACUZZI INC.  
 JACUZZI WHIRLPOOL BATH, INC.  
 JUSI HOLDINGS, INC.  
 KIM LIGHTING INC.  
 KLI, INC.  
 LCA GROUP INC.  
 LCA (NS) INC.  
 LIGHTING CORPORATION OF AMERICA, INC.  
 LOKELANI DEVELOPMENT CORPORATION  
 LUXOR INDUSTRIES, INC.  
 MAILI KAI LAND DEVELOPMENT  
 CORPORATION  
 MOBILITE INC.  
 NEPCO OF AUSTRALIA, INC.  
 NEPCO OF CANADA, INC.  
 NEPCO OF FORD HEIGHTS, INC.  
 NEPCO OF FULTON, INC.  
 NEPCO OF PAKISTAN, INC.  
 NISSEN UNIVERSAL HOLDINGS INC.  
 OUTDOOR PRODUCTS LLC  
 PH PROPERTY DEVELOPMENT COMPANY  
 PRESCOLITE LITE CONTROLS, INC.  
 PRESCOLITE, INC.  
 PROGRESS LIGHTING, INC.  
 PROGRESSIVE LIGHTING, INC. (NC)  
 PROGRESSIVE LIGHTING, INC. (SC)  
 PROGRESS LIGHTING PROPERTIES, INC.  
 REDMONT, INC.  
 SANITARY-DASH MANUFACTURING CO., INC  
 SELKIRK CANADA U.S.A., INC.  
 SELKIRK EUROPE U.S.A., INC.  
 SELKIRK, INC.  
 SPAULDING LIGHTING, INC.  
 STRATEGIC CAPITAL MANAGEMENT, INC.  
 STREAMWOOD CORPORATION  
 SUNDANCE SPAS, INC.  
 TA LIQUIDATION CORP.  
 TRIMFOOT CO.  
 TT LIQUIDATION CORP.  
 UGE LIQUIDATION INC.  
 UNITED STATES BRASS CORP.  
 U.S. INDUSTRIES, INC.  
 USI AMERICAN HOLDINGS, INC.  
 USI ATLANTIC CORP.  
 USI CAPITAL, INC.  
 USI FUNDING, INC.  
 USI GLOBAL CORP.  
 USI PROPERTIES, INC.  
 USI REALTY CORP.  
 ZURCO, INC.  
 ZURNACQ OF CALIFORNIA, INC.  
 ZURN (CAYMAN ISLANDS), INC.  
 ZURN CONSTRUCTORS, INC.  
 ZURN DEVCO, INC.  
 ZURN EPC SERVICES, INC.  
 ZURN GOLF HOLDING CORPORATION  
 ZURN INDUSTRIES, INC.

SCHEDULE B

Released Intellectual Property

**1. Patents**

NONE

2. Trademarks and Tradenames

<u>Pledgor</u>	<u>Trademarks and Trade Names</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Applic. No.</u>
Zum Industries, Inc.		United States	Fusion Lock		75/727,998

3. Copyrights

NONE



**4. Licenses**

NONE