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b settings

To the Honorable Commissioner of Patents and Trademarks

102533988

Original documents or copy thereof.

Name of conveying party(ies): 2003 AUG 25 AM 11:10  
Wilmington Trust Company, as 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 of Security Interest in

Intellectual Property

Execution Date: July 15, 2003

2. Name and address of receiving party(ies)

Name: see attached list

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 \_\_\_\_\_

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2435294

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: \_\_\_\_\_

21

7. Total fee (37 CFR 3.41).....\$ 540.00

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)

08/23/2003 ECOOPER 00000197 2435294

DO NOT USE THIS SPACE

01 FT. 4321

40.00 OP

02 FT. 6322

300.00 OP

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 Konrath

Name of Person Signing

Signature

8/19/03

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box 480000

Execution Copy

SCHEDULE A

Grantors

ARCHITECTURAL AREA LIGHTING, INC.  
COLUMIBA LIGHTING, INC.  
COLUMBIA LIGHTING—LCA, INC.  
DUAL-LITE INC.  
JACUZZI INC.  
KIM LIGHTING INC.  
PRESCOLITE, INC.  
PROGRESS LIGHTING, INC.  
REXAIR, INC.  
SPAULDING LIGHTING, INC.  
SUNDANCE SPAS  
ZURN INDUSTRIES, INC

2. Trademarks and Tradenames

A. New Trademarks and Trademark Applications

| <u>Subsidiary</u>             | <u>Goods &amp; Services Description (for U.S. Trademarks where applicable and available)</u> | <u>Country</u> | <u>Trade Marks or Trade Names</u>               | <u>Registration Number</u> | <u>Date of Reg.</u> | <u>Date of Exp.</u> |
|-------------------------------|--|----------------|---|----------------------------|---------------------|---------------------|
| 1 Architectural Area Lighting |  | United States  | UNIVERSE COLLECTION                             | 2,435,294                  | 3/13/2001           | 3/13/2011           |
| 2 Architectural Area Lighting |  | United States  | ARCHITECTURAL AREA LIGHTING                     | s/n76/093,574              | Filed 7/24/2000     | N/A                 |
| 3 Architectural Area Lighting |  | United States  | OCULUS  | s/n76/014,654              | Filed 3/31/2000     | N/A                 |
| 4 Architectural Area Lighting |  | United States  | CHAMELEON                                       | s/n76/241,074              | Filed 4/16/2001     | N/A                 |
| 5 Columbia Lighting—LCA, Inc. |  | United States  | BRIO  | s/n76/264,736              | N/A                 | N/A                 |
| 6 Columbia Lighting—LCA, Inc. |  | United States  | DURALOUVER                                      | s/n76/006,619              | N/A                 | N/A                 |
| 7 Kim Lighting Inc.           |  | United States  | PROMENADE                                       | 1,973,417                  | 5/17/1996           | 5/17/2006           |
| 8 Kim Lighting Inc.           |  | United States  | ERA   | s/n74/700,523              | Filed 12/29/1999    | N/A                 |
| 9 Zurn Industries, Inc.       |  | United States  | AQUAVANTAGE AV                                  | 2,496,274                  | 10/9/2001           | 10/9/2011           |
| 0 Zurn Industries, Inc.       |  | United States  | AV  | 2,496,277                  | 10/9/2001           | 10/9/2011           |
| 1 Zurn Industries, Inc.       |  | United States  | ADD-A-PORT                                      | s/n76/292,570              | Filed 7/31/2001     | N/A                 |
| 2 Zurn Industries, Inc.       |  | United States  | BLUE COLORED DIAPHRAGM                          | s/n76/311,759              | Filed 9/13/2001     | N/A                 |
| 3 Zurn Industries, Inc.       |  | United States  | METROFLUSH                                      | s/n76/220,347              | Filed 3/6/2001      | N/A                 |
| 4 Zurn Industries, Inc.       |  | United States  | QEST HYDRONICS                                  | s/n76/293,076              | Filed 7/31/2001     | N/A                 |
| 5 Zurn Industries, Inc.       |  | United States  | QICKPAK   | s/n76/292,453              | Filed 7/31/2001     | N/A                 |
| 6 Zurn Industries, Inc.       |  | United States  | QICKPORT  | s/n76/292,569              | Filed 7/31/2001     | N/A                 |
| 7 Zurn Industries, Inc.       |  | United States  | SD AND DESIGN                                   | s/n76/033,677              | Filed 4/25/2000     | N/A                 |
| 8 Zurn Industries, Inc.       |  | United States  | TOMORROW'S HEATING SOLUTION TODAY               | s/n76/273,927              | Filed 6/19/2001     | N/A                 |
| 9 Zurn Industries, Inc.       |  | United States  | TOMORROW'S PLUMBING AND HEATING SOLUTIONS TODAY | s/n 76/273,328             | Filed 6/19/2001     | N/A                 |

| <u>Subsidiary</u>    | <u>Goods &amp; Services Description (for U.S. Trademarks where applicable and available)</u> | <u>Country</u> | <u>Trade Marks or Trade Names</u>  | <u>Registration Number</u> | <u>Date of Reg.</u> | <u>Date of Exp.</u> |
|----------------------|--|----------------|------------------------------------|----------------------------|---------------------|---------------------|
| Zum Industries, Inc. |  | United States  | TOMORROW'S PLUMBING SOLUTION TODAY | s/n76/273,562              | 6/19/2001           | N/A                 |
| Zum Industries, Inc. |  | United States  | ZURN ADVANTAGE                     | s/n76/246,428              | 4/25/2001           | N/A                 |

B. Corrections and Clarifications (changes indicated in bold)

| <u>Subsidiary</u>                      | <u>Goods &amp; Services Description (for U.S. Trademarks where applicable and available)</u> | <u>Country</u> | <u>Trade Marks or Trade Names</u> | <u>Registration Number</u> | <u>Date of Reg.</u> | <u>Date of Exp.</u> |
|--|--|----------------|-----------------------------------|----------------------------|---------------------|---------------------|
| Jacuzzi Inc.                           | N.A.<br>Foreign  | Croatia        | JACUZZI                           | Z971085                    | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.                           | N.A.<br>Foreign  | Guyana         | JACUZZI WHIRLPOOL BATH            | N.A.<br>Foreign            | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.                           | N.A.<br>Foreign  | Guyana         | JACUZZI WHIRLPOOL BATH            | N.A.<br>Foreign            | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.                           | N.A.<br>Foreign  | Kuwait         | JACUZZI                           | 19773/18552                | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | Pakistan       | DING-DONG                         | 52835                      | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | Pakistan       | DING-DONG                         | 52836                      | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdon | BIFLEX                            | B869634                    | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdon | VANGUARD                          | 363873                     | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdon | VANGUARD                          | 1111822                    | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdon | VANGUARD AUTOFLEX                 | 1119308                    | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdon | VANGUARD                          | 1119309                    | N.A.<br>Foreign     | N.A.<br>Foreign     |

## Execution Copy

## 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 Supplement, dated as of February 11, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement Supplement**") 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 Supplement was filed on March 18, 2002 with the United States Patent and Trademark Office under reel and frame numbers 012707/0279 with respect to patents and 002472/0081 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.

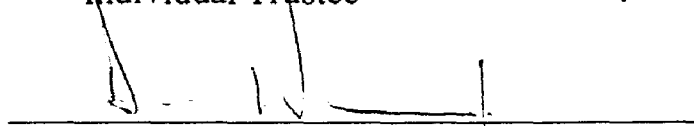
WILMINGTON TRUST COMPANY, not  
in its individual capacity, but solely as  
Corporate Trustee

By:

Name:  
Title:

  
**James D. Nesci**  
**Authorized Signer**

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

  
\_\_\_\_\_

SCHEDULE A

Grantors

ARCHITECTURAL AREA LIGHTING, INC.  
COLUMIBA LIGHTING, INC.  
COLUMBIA LIGHTING—LCA, INC.  
DUAL-LITE INC.  
JACUZZI INC.  
KIM LIGHTING INC.  
PRESCOLITE, INC.  
PROGRESS LIGHTING, INC.  
REXAIR, INC.  
SPAULDING LIGHTING, INC.  
SUNDANCE SPAS  
ZURN INDUSTRIES, INC



SCHEDULE BReleased Intellectual Property**1. Patents****A. New Patents and Patent Applications**

|    | <u>Subsidiary</u>           | <u>Title</u>                                   | <u>Country</u> | <u>Patent No.</u> | <u>Original Filing Date</u> | <u>Issue Date</u> | <u>Expiration Date</u> |
|----|-----------------------------|--|----------------|-------------------|-----------------------------|-------------------|------------------------|
| 1  | Architectural Area Lighting | Oculus Light Fixture                           | United States  | s/n29/148, 100    | 9/14/2001                   | Pending           |                        |
| 2  | Architectural Area Lighting | Annular Step Light                             | United States  | s/n29/148, 095    | 9/14/2001                   | Pending           |                        |
| 3  | Architectural Area Lighting | Polygonal Step Light                           | United States  | s/n29/148, 093    | 9/14/2001                   | Pending           |                        |
| 4  | Architectural Area Lighting | Steplights with Cover                          | United States  | s/n29/148, 117    | 9/14/2001                   | Pending           |                        |
| 5  | Architectural Area Lighting | Pole Mounted Light                             | United States  | s/n29/148, 090    | 9/14/2001                   | Pending           |                        |
| 6  | Architectural Area Lighting | Wall Mounted Light                             | United States  | s/n29/148, 089    | 9/14/2001                   | Pending           |                        |
| 7  | Architectural Area Lighting | Light Fixture Having A Translucent Cover       | United States  | Not yet available | 9/14/2001                   | Pending           |                        |
| 8  | Dual-Lite Inc.              | Emergency Lighting Device                      | United States  | 6,280,042         | 6/10/1999                   | 8/28/2001         | 6/10/2009              |
| 9  | Jacuzzi Inc.                | Presage Whirlpool Bath                         | United States  | D438,627          | 7/2/1999                    | 3/6/2001          | 3/6/2015               |
| 10 | Jacuzzi Inc.                | Vizion Whirlpool Bath                          | United States  | s/n29/140, 459    | 4/17/2001                   | Pending           |                        |
| 11 | Jacuzzi Inc.                | Spa Weir System                                | United States  | s/n09/987/ 393    | 10/16/2001                  | Pending           |                        |
| 12 | Jacuzzi Inc.                | One-Piece Underdrain for Swimming Pool Filters | United States  | s/n09/684, 216    | 10/6/2000                   | Pending           |                        |
| 13 | Jacuzzi Inc.                | Spa Filter System                              | United States  | Not yet received  | N/A                         | Pending           |                        |
| 14 | Kim Lighting Inc.           | Luminaire                                      | United States  | D426,010          | 7/15/1999                   | 5/30/2000         | 5/30/201               |
| 15 | Kim Lighting Inc.           | Luminaire                                      | United States  | D430,687          | 10/18/1999                  | 9/5/2000          | 9/5/2014               |
| 16 | Kim Lighting Inc.           | Single Tension Luminaire                       | United States  | D440,705          | 6/1/2000                    | 4/17/2001         | 4/17/2015              |
| 17 | Kim Lighting Inc.           | Truss Luminaire                                | United States  | D441,130          | 6/1/2000                    | 4/24/2001         | 4/24/2015              |
| 18 | Kim Lighting Inc.           | Double Tension Luminaire                       | United States  | D440,704          | 6/1/2000                    | 4/17/2001         | 4/17/2015              |

|    | <u>Subsidiary</u>        | <u>Title</u>  | <u>Country</u> | <u>Patent No.</u>                   | <u>Original Filing Date</u> | <u>Issue Date</u> | <u>Expiration Date</u> |
|----|--------------------------|---|----------------|-------------------------------------|-----------------------------|-------------------|------------------------|
| 17 | Kim Lighting Inc.        | Luminaire   | United States  | D439,695                            | 6/1/2000                    | 3/27/2001         | 3/27/2015              |
| 18 | Kim Lighting Inc.        | Post Top Luminaire  | United States  | D444,584                            | 9/29/2000                   | 7/3/2001          | 7/3/2015               |
| 19 | Kim Lighting Inc.        | Bollard   | United States  | D443,094                            | 9/29/2000                   | 5/29/2001         | 5/29/2015              |
| 20 | Kim Lighting Inc.        | Gusset Luminaire  | United States  | s/n29/124/208                       | 6/1/2000                    | Pending           |                        |
| 21 | Kim Lighting Inc.        | Gusset Luminaire  | United States  | s/n29/142,080                       | 5/16/2001                   | Pending           |                        |
| 22 | Kim Lighting Inc.        | Square Wall-Mounted Luminaire   | United States  | s/n29/141,360                       | 5/3/2001                    | Pending           |                        |
| 23 | Prescolite, Inc.         | Light-Scattering Reflector  | United States  | 6,254,356                           | 5/7/1999                    | 7/3/2001          | 5/7/2009               |
| 24 | Prescolite, Inc.         | Surface Mounted Lighting Fixture                                      | United States  | D444,900                            | 5/10/2000                   | 7/10/2001         | 7/10/2015              |
| 25 | Progress Lighting, Inc.  | A Recessed Lamp Fixture   | Canada         | CA 2,197,813                        | 2/18/1997                   | N/A               | 2/18/2017              |
| 26 | Rexair, Inc.             | Filter Assembly for a Vacuum Cleaner                                  | United States  | 6,312,508                           | 1/25/00                     | 11/06/01          | 1/25/10                |
| 27 | Rexair, Inc.             | Separator with Multiple Function Vanes for a Vacuum Cleaner Apparatus | United States  | 6,306,199                           | 4/19/00                     | 10/23/01          | 4/19/10                |
| 28 | Rexair, Inc.             | Filter for Vacuum Cleaner   | United States  | 6,290,761                           | 12/7/00                     | 9/18/01           | 12/7/10                |
| 29 | Spaulding Lighting, Inc. | Luminaire with Changeable Accent Lighting                             | Canada         | 2,017,244                           | 5/22/1990                   | N/A               | N/A                    |
| 30 | Spaulding Lighting, Inc. | Canopy Luminaire Assembly   | United States  | 6,116,749                           | 6/3/1998                    | 9/1/2000          | 6/3/2008               |
| 31 | Spaulding Lighting, Inc. | Method and Apparatus for Retrofitting Canopy                          | United States  | 6,149,280                           | 2/5/1999                    | 11/21/2000        | 2/5/2009               |
| 32 | Spaulding Lighting, Inc. | Luminaire Assemblies-- Canopy Luminaire Assembly                      | United States  | 6,264,344                           | 12/17/1999                  | 7/24/2001         | 12/17/2009             |
| 33 | Sundance Spas            | Filter Recess   | United States  | 4,553,476                           | 5/25/1984                   | 8/6/1985          | 2002                   |
| 34 | Sundance Spas            | Spa Control System (Electronic Spa Control System)                    | United States  | 5,361,214<br>5,550,753<br>5,559,720 | 1/11/1994                   | 11/1/1994         | 2011                   |

|    | <u>Subsidiary</u>     | <u>Title</u>                                       | <u>Country</u> | <u>Patent No.</u>   | <u>Original Filing Date</u> | <u>Issue Date</u> | <u>Expiration Date</u> |
|----|-----------------------|--|----------------|---------------------|-----------------------------|-------------------|------------------------|
| 35 | Sundance Spas         | Vertical Water Heater                              | United States  | D383,525            | 11/21/1995                  | 9/9/1997          | 9/9/2011               |
| 36 | Sundance Spas         | Vertical Jet Mount (Triangular Vertical Jet Mount) | United States  | D376,432            | 12/30/1992                  | 12/10/1996        | 12/10/2010             |
| 37 | Sundance Spas         | Blower Loop  | United States  | N/A                 | 8/13/1993                   | 6/25/2001         | N/A                    |
| 38 | Zurn Industries, Inc. | Combination Mechanical/Fusion Pipe Fitting         | United States  | 6,250,686           | 7/22/1999                   | 6/26/2001         | 7/22/2009              |
| 39 | Zurn Industries, Inc. | Diaphragm Orifice for Flushometer                  | United States  | 6,289,128           |                             |                   |                        |
| 40 | Zurn Industries, Inc. | Pipe Nipple  | United States  | s/n09/680, 684      | 10/6/2000                   | Pending           |                        |
| 41 | Zurn Industries, Inc. | Backflow Prevention Apparatus                      | United States  | s/n09/894, 915      | 6/28/2001                   | Pending           |                        |
| 42 | Zurn Industries, Inc. | Backflow Prevention Apparatus                      | WIPO           | s/n PCT/US01 /20778 | 6/29/2001                   | Pending           |                        |
|    | Zurn Industries, Inc. | Trench Drain                                       | Canada         | s/n 2,193,760       | 12/23/1996                  | Pending           |                        |
|    | Zurn Industries, Inc. | Diaphragm Orifice for Flushometer                  | Australia      | s/n 41147/99        | 7/26/1999                   | Pending           |                        |
|    | Zurn Industries, Inc. | Diaphragm Orifice for Flushometer                  | Canada         | s/n 2,278,272       | 7/21/1999                   | Pending           |                        |
| 43 | Zurn Industries, Inc. | Diaphragm Orifice for Flushometer                  | United States  | s/n09/949, 393      | 9/7/2001                    | Pending           |                        |
|    | Zurn Industries, Inc. | Combination Mechanical/Fusion Pipe Fitting         | Canada         | s/n 2,295,402       | 1/13/2000                   | Pending           |                        |
| 44 | Zurn Industries, Inc. | Combination Mechanical/Fusion Pipe Fitting         | United States  | s/n09/887, 516      | 6/22/2001                   | Pending           |                        |
|    | Zurn Industries, Inc. | Faucet Spout                                       | Taiwan         | s/n 84308764        | 10/20/1995                  | Pending           |                        |
| 45 | Zurn Industries, Inc. | Electrofusion Joining Device                       | United States  | s/n09/918, 309      | 7/30/2001                   | Pending           |                        |
|    | Zurn Industries, Inc. | Trap Primer  | Canada         | s/n 2,340,826       | 3/13/2001                   | Pending           |                        |
| 46 | Zurn Industries, Inc. | Trap Primer  | United States  | s/n09/804, 461      | 1/22/2001                   | Published         |                        |
|    | Zurn Industries, Inc. | Flush Valve  | Canada         | s/n 2,332,076       | 1/23/2001                   | Pending           |                        |
| 47 | Zurn Industries, Inc. | Flush Valve  | United States  | s/n09/767, 021      | 1/22/2001                   | Pending           |                        |

|    | <u>Subsidiary</u>     | <u>Title</u>                           | <u>Country</u> | <u>Patent No.</u> | <u>Original Filing Date</u> | <u>Issue Date</u> | <u>Expiration Date</u> |
|----|-----------------------|--|----------------|-------------------|-----------------------------|-------------------|------------------------|
| 48 | Zurn Industries, Inc. | Flush Valve Diaphragm                  | United States  | s/n60/272, 025    | 2/28/2001                   | Pending           |                        |
| 49 | Zurn Industries, Inc. | Drain Gasket                           | United States  | s/n60/253, 762    | 11/29/2000                  | Pending           |                        |
| 50 | Zurn Industries, Inc. | Flush Valve Adapter                    | United States  | s/n60/268, 219    | 2/12/2001                   | Pending           |                        |
| 51 | Zurn Industries, Inc. | Pipe Clamp Arrangement                 | United States  | s/n60/287/ 636    | 4/30/2001                   | Pending           |                        |
| 52 | Zurn Industries, Inc. | Precast Prison Wall Fabricated Bracket | United States  | s/n60/298, 535    | 6/15/2001                   | Pending           |                        |
|    | Zurn Industries, Inc. | Backflow Preventer Valve               | Australia      | s/n 51424/00      | 5/18/2000                   | Pending           |                        |
|    | Zurn Industries, Inc. | Backflow Preventer Valve               | Canada         | N/A               | 5/18/2000                   | Pending           |                        |
| 53 | Zurn Industries, Inc. | Backflow Preventer Valve               | United States  | s/n09/979, 449    | 11/14/2001                  | Pending           |                        |

**B. Corrections and Clarifications (changes indicated in bold)**

|    | <u>Subsidiary</u>       | <u>Title</u>                     | <u>Country</u>                                      | <u>Patent No.</u>                                  | <u>Original Filing Date</u> | <u>Issue Date</u> | <u>Expiration Date</u> |
|----|-------------------------|----------------------------------|---|--|-----------------------------|-------------------|------------------------|
| 54 | Columbia Lighting, Inc. | Fluorescent Lamp (Socket) System | United States <b>(incorrectly listed as Canada)</b> | 4,504,891  | 1/16/1984                   | 3/12/1985         | 3/12/2002              |
| 55 | Prescolite, Inc.        | Lighting Trim Apparatus          | United States                                       | 6,245,241 <b>(incorrectly listed as 6,045,241)</b> | 7/23/1998                   | 4/4/2000          | 7/23/2018              |

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2. Trademarks and Tradenames

A. New Trademarks and Trademark Applications

|    | <u>Goods &amp; Services Description (for U.S. Trademarks where applicable and available)</u> | <u>Country</u> | <u>Trade Marks or Trade Names</u>               | <u>Registration Number</u> | <u>Date of Reg.</u> | <u>Date of Exp.</u> |
|----|--|----------------|---|----------------------------|---------------------|---------------------|
| 1  | Architectural Area Lighting  | United States  | UNIVERSE COLLECTION                             | 2,435,294                  | 3/13/2001           | 3/13/2011           |
| 2  | Architectural Area Lighting  | United States  | ARCHITECTURAL AREA LIGHTING                     | s/n76/093,574              | Filed 7/24/2000     | N/A                 |
| 3  | Architectural Area Lighting  | United States  | OCULUS  | s/n76/014,654              | Filed 3/31/2000     | N/A                 |
| 4  | Architectural Area Lighting  | United States  | CHAMELEON                                       | s/n76/241,074              | Filed 4/16/2001     | N/A                 |
| 5  | Columbia Lighting—LCA, Inc.  | United States  | BRIO  | s/n76/264,736              | N/A                 | N/A                 |
| 6  | Columbia Lighting—LCA, Inc.  | United States  | DURALOUVER                                      | s/n76/006,619              | N/A                 | N/A                 |
| 7  | Kim Lighting Inc.  | United States  | PROMENADE                                       | 1,973,417                  | 5/17/1996           | 5/17/2006           |
| 8  | Kim Lighting Inc.  | United States  | ERA   | s/n74/700,523              | Filed 12/29/1999    | N/A                 |
| 9  | Zurn Industries, Inc.  | United States  | AQUAVANTAGE AV                                  | 2,496,274                  | 10/9/2001           | 10/9/2011           |
| 10 | Zurn Industries, Inc.  | United States  | AV  | 2,496,277                  | 10/9/2001           | 10/9/2011           |
| 11 | Zurn Industries, Inc.  | United States  | ADD-A-PORT                                      | s/n76/292,570              | Filed 7/31/2001     | N/A                 |
| 12 | Zurn Industries, Inc.  | United States  | BLUE COLORED DIAPHRAGM                          | s/n76/311,759              | Filed 9/13/2001     | N/A                 |
| 13 | Zurn Industries, Inc.  | United States  | METROFLUSH                                      | s/n76/220,347              | Filed 3/6/2001      | N/A                 |
| 14 | Zurn Industries, Inc.  | United States  | QEST HYDRONICS                                  | s/n76/293,076              | Filed 7/31/2001     | N/A                 |
| 15 | Zurn Industries, Inc.  | United States  | QICKPAK   | s/n76/292,453              | Filed 7/31/2001     | N/A                 |
| 16 | Zurn Industries, Inc.  | United States  | QICKPORT  | s/n76/292,569              | Filed 7/31/2001     | N/A                 |
| 17 | Zurn Industries, Inc.  | United States  | SD AND DESIGN                                   | s/n76/033,677              | Filed 4/25/2000     | N/A                 |
| 18 | Zurn Industries, Inc.  | United States  | TOMORROW'S HEATING SOLUTION TODAY               | s/n76/273,927              | Filed 6/19/2001     | N/A                 |
| 19 | Zurn Industries, Inc.  | United States  | TOMORROW'S PLUMBING AND HEATING SOLUTIONS TODAY | s/n 76/273,328             | Filed 6/19/2001     | N/A                 |

| <u>Subsidiary</u>    | <u>Goods &amp; Services Description (for U.S. Trademarks where applicable and available)</u> | <u>Country</u> | <u>Trade Marks or Trade Names</u>  | <u>Registration Number</u> | <u>Date of Reg.</u> | <u>Date of Exp.</u> |
|----------------------|--|----------------|------------------------------------|----------------------------|---------------------|---------------------|
| Zum Industries, Inc. |  | United States  | TOMORROW'S PLUMBING SOLUTION TODAY | s/n76/273,562              | 6/19/2001           | N/A                 |
| Zum Industries, Inc. |  | United States  | ZURN ADVANTAGE                     | s/n76/246,428              | 4/25/2001           | N/A                 |

**B. Corrections and Clarifications (changes indicated in bold)**

| <u>Subsidiary</u>                      | <u>Goods &amp; Services Description (for U.S. Trademarks where applicable and available)</u> | <u>Country</u> | <u>Trade Marks or Trade Names</u> | <u>Registration Number</u> | <u>Date of Reg.</u> | <u>Date of Exp.</u> |
|--|--|----------------|-----------------------------------|----------------------------|---------------------|---------------------|
| Jacuzzi Inc.                           | N.A.<br>Foreign  | Croatia        | JACUZZI                           | Z971085                    | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.                           | N.A.<br>Foreign  | Guyana         | JACUZZI WHIRLPOOL BATH            | N.A.<br>Foreign            | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.                           | N.A.<br>Foreign  | Guyana         | JACUZZI WHIRLPOOL BATH            | N.A.<br>Foreign            | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.                           | N.A.<br>Foreign  | Kuwait         | JACUZZI                           | 19773/18552                | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | Pakistan       | DING-DONG                         | 52835                      | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | Pakistan       | DING-DONG                         | 52836                      | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdom | BIFLEX                            | B869634                    | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdom | VANGUARD                          | 363873                     | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdom | VANGUARD                          | 1111822                    | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdom | VANGUARD AUTOFLEX                 | 1119308                    | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(NOT OWNED BY JACUZZI) | N.A.<br>Foreign  | United Kingdom | VANGUARD                          | 1119309                    | N.A.<br>Foreign     | N.A.<br>Foreign     |

| <u>Subsidiary</u>   | <u>Goods &amp; Services Description (for U.S. Trademarks where applicable and available)</u> | <u>Country</u>                            | <u>Trade Marks or Trade Names</u> | <u>Registration Number</u> | <u>Date of Reg.</u> | <u>Date of Exp.</u> |
|---|--|---|-----------------------------------|----------------------------|---------------------|---------------------|
| Jacuzzi Inc.<br>(INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS) | N.A.<br>Foreign  | New Zealand                               | JACUZZI & DESIGN<br>(Trapezium)   | B82887                     | N.A.<br>Foreign     | N.A.<br>Foreign     |
| Jacuzzi Inc.<br>(INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS) | N.A.   | United States<br>(St.) AK<br><i>STATE</i> | JACUZZI                           | 1019 (file no.)            | N.A.                | 8/11/2009           |
| Jacuzzi Inc.<br>(INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS) | N.A.   | United States<br>(St.) CA                 | JACUZZI                           | 60535                      | N.A.                | 12/12/2010          |
| Jacuzzi Inc.<br>(INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS) | N.A.   | United States<br>(St.) MO                 | JACUZZI                           | 6241                       | N.A.                | N.A.                |
| Jacuzzi Inc.<br>(INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS) | N.A.   | United States<br>(St.) MO                 | JACUZZI                           | 6242                       | N.A.                | N.A.                |

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