

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crane Plumbing LLC		02/09/2005	Limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Collateral Agent
Street Address:	1000 Abernathy Road
Internal Address:	Suite 1450
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1831061	ACADEMY
Registration Number:	2189697	ARLINGTON
Registration Number:	1344185	ARTESIAN
Registration Number:	2440668	ASTER
Registration Number:	1821185	ASTRA-LAV
Registration Number:	1871198	AVON LITE
Registration Number:	2411066	BATHROOM-TO-GO
Registration Number:	0555469	CADET
Registration Number:	1018433	CASCADE
Registration Number:	1831062	CENTURY
Registration Number:	1550064	CHELSEA
Registration Number:	2362942	CLASSIC COLLECTION
Registration Number:	1020146	COMFORTUB

OP \$1265.00 1831061

Registration Number:	2151790	CRANE PLUMBING
Registration Number:	1650700	
Registration Number:	1430144	ECONOMISER
Registration Number:	1596248	EL PASO
Registration Number:	0561155	FIAT
Registration Number:	1139443	GALAXY PLUMBING PRODUCTS
Registration Number:	0726432	GIBRALTAR
Registration Number:	1699778	HARWICH
Registration Number:	1188546	JUBILEE
Registration Number:	1899755	LA GRANGE
Registration Number:	2425685	LANSING
Registration Number:	2310520	LAUNDRY TUB TO-GO
Registration Number:	1848170	LONGVIEW
Registration Number:	0778053	MOLDED-STONE
Registration Number:	0726433	MONTEREY
Registration Number:	2840445	PEDESTAL-TO-GO
Registration Number:	0864461	PILOT
Registration Number:	2567190	PREFERRED BY PROFESSIONALS
Registration Number:	2728176	READYPAK
Registration Number:	2200360	RENOVATOR
Registration Number:	1894589	SAN ANGELO
Registration Number:	1894590	SAN MARCOS
Registration Number:	0878022	SANY
Registration Number:	0801191	SANYMETAL
Registration Number:	0110230	SANYMETAL
Registration Number:	0998950	SCULPTRA
Registration Number:	1062703	SEAQULL
Registration Number:	0859198	SERV-A-SET
Registration Number:	0788648	SERVASINK
Registration Number:	2591802	SHOWER-TO-GO
Registration Number:	1058352	SIERRA
Registration Number:	0551814	SKIPPER
Serial Number:	76572272	SUREFLUSH
Registration Number:	2771993	THE BEST NEW IDEA SINCE PLUMBING CAME INDOORS
Registration Number:	1415013	TUF-FLOR

Registration Number:	1532887	TUF-TUB
Serial Number:	76608946	VANITY-TO-GO

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergekohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/11/2005

Total Attachments: 8
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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 9th day of February, 2005 is by and between **CRANE PLUMBING LLC**, a Delaware limited liability company ("Grantor") and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Collateral Agent"), as collateral agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Grantor, certain of Grantor's affiliates party thereto, the lenders from time to time party thereto ("Lenders"), Collateral Agent, as a lender, the arranger and as US administrative agent and collateral agent for the Lenders, and Wells Fargo Financial Corporation Canada, as a lender and as Canadian administrative agent for the Lenders (collectively with Collateral Agent, the "Agents") (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agents and the Lenders have agreed to make certain loans to Borrowers and to extend certain other financial accommodations to or for the benefit of Borrowers;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Collateral Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of Grantor's Obligations, Grantor hereby grants to Collateral Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the

foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Grantor. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Collateral Agent prompt written notice thereof. Grantor hereby agrees that, upon Collateral Agent's written request, Grantor will execute and deliver to Collateral Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Grantor.

4. Term. Except with respect to Trademarks sold, assigned, liquidated or otherwise disposed of in accordance with the Loan Agreement, the term of the security interests granted herein shall extend until the Obligations (other than contingent indemnity obligations that do not relate to any claim asserted by or against a member of the Lender Group and contingent reimbursement obligations with respect to Letters of Credit) have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Collateral Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Grantor, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Grantor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Collateral Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Collateral Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Collateral Agent and Lenders and their successors and permitted assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER LAWS OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID

UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

CRANE PLUMBING LLC,
a Delaware limited liability company

By Reed L. Beidler
Name: Reed L. Beidler
Title: President

Accepted and Agreed to as of the date first written above:

WELLS FARGO FOOTHILL, INC., as Collateral Agent

By _____
Title _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

CRANE PLUMBING LLC,
a Delaware limited liability company

By _____
Name: Reed L. Beidler
Title: President

Accepted and Agreed to as of the date first written above:

WELLS FARGO Foothill, INC., as Collateral Agent

By *Sharon Deiser*
Title *SR Vice President*

SCHEDULE A

TRADEMARK REGISTRATIONS

Crane Plumbing LLC - United States Trademark Registrations and Applications for Trademark Registration:			
Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
ACADEMY	74379988 4/19/1993	1831061 4/19/1994	Registered; Renewal Currently Due
ARLINGTON	75098,711 5/6/1996	2189697 9/15/1998	Registered; Affidavit of Use Currently Due
ARTESIAN	73409598 1/17/1983	1344185 6/25/1985	Registered
ASTER	75909740 2/3/2000	2440668 4/3/2001	Registered
ASTRA-LAV	74380055 4/19/1993	1821185 2/15/1994	Registered; Renewal Currently Due
AVON LITE	74/471,650 12/21/1993	1,871,198 1/3/1995	Registered
BATHROOM TO GO	75445813 3/6/1998	2411066 12/5/2000	Registered
CADET	71612249 4/5/1951	0555469 2/26/1952	Registered
CASCADE	73023348 6/5/1974	1018433 8/19/1975	Registered
CENTURY	74380056 4/19/1993	1831062 4/19/1994	Registered; Renewal Currently Due
CHELSEA	73760439 10/28/1988	1550064 8/1/1989	Registered
CLASSIC COLLECTION	75469431 4/17/1998	2362942 6/27/2000	Registered
COMFORTTUB	72466388 8/23/1973	1020146 9/9/1975	Registered
CRANE PLUMBING	75140377 7/26/1996	2151790 4/21/1998	Registered
Design Mark	74087715 8/14/1990	1650700 7/16/1991	Registered
ECONOMISER	73/611,820 4/28/1986	1,430,144 2/24/1987	Registered
EL PASO	73824297 9/11/1989	1596248 5/15/1990	Registered
FIAT	71611510 3/19/1951	561155 4/8/1952	Registered
GALAXY PLUMBING PRODUCTS	73183580 8/18/1978	1139443 9/9/1980	Registered
GIBRALTER	72116492 3/27/1961	0726432 1/16/1962	Registered

Crane Plumbing LLC - United States Trademark Registrations and Applications for Trademark Registration:

Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
HARWICH	74157043 4/15/1991	1699778 7/7/1992	Registered
JUBILEE	73261939 5/13/1980	1188546 2/2/1982	Registered
LAGRANGE	74272508 5/5/1992	1899755 6/13/1995	Registered
LANSING	75627685 1/26/1999	2425685 1/30/2001	Registered
LAUNDRY TUB TO-GO	75449428 3/9/1998	2310520 1/25/2000	Registered
LONGVIEW	74272507 5/5/1992	1848170 8/2/1994	Registered; Renewal Currently Due
MOLDED-STONE	72185377 1/27/1964	0778053 10/6/1964	Registered; Renewal Currently Due
MONTEREY	72116493 3/27/1961	0726433 1/16/1962	Registered
PEDESTAL-TO-GO	75177442 10/7/1996	2840445 5/11/2004	Registered
PILOT	72291573 2/21/1968	0864461 2/4/1969	Registered
PREFERRED BY PROFESSIONALS	76237434 4/9/2001	2567190 5/7/2002	Registered
READYPAK	78086174 9/28/2001	2728176 6/17/2003	Registered
RENOVATOR	75221286 1/6/1997	2200360 10/27/1998	Registered; Renewal Currently Due
SAN ANGELO	74/272,510 5/5/1992	1,894,589 5/16/1995	Registered
SAN MARCOS	74272511 5/5/1992	1894590 5/16/1995	Registered
SANY	72269217 4/14/1967	0878022 10/7/1969	Registered
SANYMETAL	72216537 4/14/1965	0801191 1/4/1966	Registered
SANYMETAL	71090429 11/5/1915	0110230 5/9/1916	Registered
SCULPTRA	73001341 9/19/1973	998950 11/29/1794	Registered; Renewal Currently Due
SEAGULL	73080088 5/6/1976	1062703 4/5/1977	Registered
SERV-A-SET	72283081 10/23/1967	859198 10/29/1968	Registered
SERVASINK	72204898 10/27/1964	0788648 4/27/1965	Registered

Crane Plumbing LLC - United States Trademark Registrations and Applications for Trademark Registration:

Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
SHOWER-TO-GO	75177438 10/7/1996	2591802 7/9/2002	Registered
SIERRA	73093458 7/14/1976	1058352 2/8/1977	Registered
SKIPPER	71611512 3/19/1951	0551814 12/4/1951	Registered
SUREFLUSH	76572272 1/21/2004		Pending; Published 10/26/2004
THE BEST NEW IDEA SINCE PLUMBING CAME INDOORS	75899166 1/18/200	2771993 10/7/2003	Registered
TUF-FLOR	73589079 3/20/1986	1415013 10/28/1986	Registered
TUF-TUB	73678408 8/14/1987	1532887 4/4/1989	Registered
VANITY-TO-GO	76608946 8/23/2004		Pending; New Application