

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
URC Enterprises 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: 17

Property Type	Number	Word Mark
Registration Number:	1931558	ADARA
Registration Number:	1928293	AMEGA
Registration Number:	1928289	APOLLO
Registration Number:	2218503	ATLAS
Registration Number:	1929958	ATLAS
Registration Number:	1931536	BORDEAU
Registration Number:	1000083	CAREFREE
Registration Number:	1928294	CONTEMPO
Registration Number:	2308660	DUREX
Registration Number:	2217127	NEVERDRIP
Registration Number:	1928290	NOSTALGIA
Registration Number:	1508007	SATURN
Serial Number:	76573075	SHOWERITE

OP \$440.00 1931558

Registration Number:	0591858	SHOWERITE
Registration Number:	0978416	UNIVERSAL-RUNDLE
Registration Number:	0993632	UR
Registration Number:	0996479	UR

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@goldbergkohn.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:	02/22/2005

Total Attachments: 6
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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 9th day of February, 2005 is by and between **URC ENTERPRISES 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

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.

URC ENTERPRISES 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 *Shelton Deiser*
Title *SR. Vice President*

SCHEDULE A

TRADEMARK REGISTRATIONS

URC Enterprises LLC - United States Trademark Registrations and Applications for Trademark Registration:			
Trademark	Serial Number/Filing Date	Registration Number/Registration	Status
ADARA	74600636 11/18/1994	1931558 10/31/1995	Registered
AMEGA	74599563 11/16/1994	1928293 10/17/1995	Registered
APOLLO	74599473 11/16/1994	1928289 10/17/1995	Registered
ATLAS	75352948 9/8/1997	2218503 1/19/1999	Registered
ATLAS	74599571 11/16/1994	1929958 10/24/1995	Registered
BORDEAU	74599560 11/16/1994	1931536 10/31/1995	Registered
CAREFREE	73005733 11/7/1973	1000083 12/24/1974	Registered
CONTEMPO	74599569 11/16/1994	1928294 10/17/1995	Registered
DUREX	75495079 6/2/1998	2308660 1/18/2000	Registered
NEVERDRIP	75352972 9/8/1997	2217127 1/12/1999	Registered
NOSTALGIA	74599475 11/16/1994	1928290 10/17/1995	Registered
SATURN	73719887 3/31/1988	1508007 10/11/1988	Registered
SHOWERITE	76573075 1/29/2004		Pending; published 11/9/2004
SHOWERITE	71652978 9/9/1953	0591858 6/29/1954	Registered; Renewal Currently Due
UNIVERSAL- RUNDLE	7244478 12/26/1972	0978416 2/12/1974	Registered
UR	72458512 5/24/1973	0993632 9/24/1974	Registered; Renewal Currently Due
UR	72445432 1/8/1973	0996479 10/22/1974	Registered; Renewal Currently Due