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## 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
Eljer, Inc.		09/09/2005	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Ableco Finance LLC, as collateral agent	
Street Address:	299 Park Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10171	
Entity Type:	limited liability company: DELAWARE	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2325784	DURACORE
Registration Number:	1743012	ELJER
Registration Number:	2556839	THOSE WHO KNOW BETTER, KNOW ELJER
Registration Number:	821876	PERMA-MAT
Registration Number:	774367	LJ
Serial Number:	78647029	TITAN

#### **CORRESPONDENCE DATA**

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127562388

Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Daniel Angel, Esq. (014951/0659)

TRADEMARK

900031952 REEL: 003157 FRAME: 0948

Signature:	/sas for da/
Date:	09/13/2005
Total Attachments: 3 source=Eljer1#page1.tif source=Eljer1#page2.tif source=Eljer1#page3.tif	

#### GRANT FOR SECURITY

#### **TRADEMARKS**

WHEREAS, Eljer, Inc., a Delaware corporation (the "<u>Grantor</u>") holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor has entered into a Security Agreement, dated September 9, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Agents and Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey and set over unto the Grantee and grants to the Grantee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of <u>September</u> 9, 2005.

ELJER, INC.

By:

Name: Title:

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Grant For Security - Trademarks

## SCHEDULE 1A TO GRANT FOR SECURITY

## U.S. Trademarks

<u>Trademark</u>	Registration No.
DURACORE	2,325,784
ELJER	1,743,012
THOSE WHO KNOW BETTER, KNOW ELJER	2,556,839
PERMA-MAT	0,821,876
LJ (Stylized)	0,774,367
TITAN	78/647,029

## Non-U.S. Trademarks

<u>Trademark</u>	Registration No.
ACORN	TMA164182
ELJER	UCA043175
PRIMAVERA	TMA480006
SPECIFICALLY ELJER	TMA469069
VISION	TMA391309
PRIMAVERA	490897
PRIMAVERA	34808
ELJER	992419

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**RECORDED: 09/13/2005**