

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jado Bathroom and Hardware Manufacturing Company		10/31/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AS IP Holdco, LLC		
<b>Street Address:</b>	111 Huntington Ave		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2049720	TAMARAC	
Registration Number:	2042367	TAMARAC	
Registration Number:	2049721	TAMARAC	
Registration Number:	2049722	TAMARAC	
Registration Number:	1881480	ULTRABRASS	
Registration Number:	1871885	ULTRABRASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)588-0500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2125880800		
<b>Email:</b>	docket@flhlaw.com		
<b>Correspondent Name:</b>	Frommer Lawrence & Haug LLP		
<b>Address Line 1:</b>	745 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10151		

CH \$165.00 2049720

ATTORNEY DOCKET NUMBER:	920001-1000
NAME OF SUBMITTER:	Marilyn Matthes Brogan
Signature:	/marilyn matthes brogan/
Date:	02/07/2008
Total Attachments: 6 source=00520158#page1.tif source=00520158#page2.tif source=00520158#page3.tif source=00520158#page4.tif source=00520158#page5.tif source=00520158#page6.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT – TRADEMARKS  
JADO TO AS IP HOLDCO, LLC**

This **INTELLECTUAL PROPERTY ASSIGNMENT - TRADEMARKS** (the "Assignment"), effective as of October 31, 2007 (the "Effective Date"), is by and among Jado Bathroom and Hardware Manufacturing Company, a Delaware corporation, located at One Centennial Avenue, Piscataway NJ 08855 ("Assignor"), on the one hand, and AS IP Holdco, LLC, a Delaware limited liability company, located at 111 Huntington Ave, Boston, MA 02199 ("Assignee"), on the other. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

**WHEREAS**, American Standard Companies Inc., a Delaware corporation ("ASD"), ASD Acquisition Corp. (the "Americas Buyer") and Ideal Standard International Holding Sarl (the "International Buyer" and together with the Americas Buyer, the "Buyers") are parties to that certain Stock and Asset Purchase Agreement, dated July 23, 2007, as subsequently amended (the "Purchase Agreement"), pursuant to which ASD agreed to cause Assignor to sell, assign, transfer, convey and deliver to Assignee, and Buyers agreed to cause Assignee to purchase, acquire and accept from Assignor, free and clear of Encumbrances, other than Permitted Encumbrances, all of Assignor's right, title and interest in and to the Purchased Assets, including the trademark registrations and applications for registration set forth on Schedule A attached hereto (together with the goodwill of the business pertaining thereto and which is symbolized thereby) (collectively, the "Assigned Trademarks").

**WHEREAS**, in accordance with the Purchase Agreement, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance**. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks worldwide, including the right to enforce and the right to sue for and to recover for all infringement or misappropriations of the Assigned Trademarks, whenever and wherever occurring.

2. **Recordation**. Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Trademarks (as applicable), as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. **Further Assurances**. Assignor shall execute and deliver such documents as are reasonably requested by Assignee and are necessary to carry out the intent of this Assignment.

4. **Counterparts; Effectiveness.** This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.

5. **Purchase Agreement.** Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

6. **Amendment and Modification.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.


7. **Headings.** The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

*[Signature Page Follows]*

WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

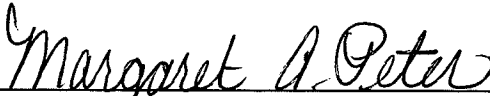
Jado Bathroom and Hardware Manufacturing Company

By:   
Name: Mary Ann Lemere  
Title: Vice President and Secretary

**STATE OF NEW JERSEY**

**COUNTY OF MIDDLESEX**

I hereby certify that, on October 31, 2007, Mary Ann Lemere, a person who was known to me or who provided satisfactory and credible evidence that he or she was the individual named in the foregoing instrument, appeared before me in person and acknowledged before me that (1) he or she held the title of Vice President and Secretary of Jado Bathroom and Hardware Manufacturing Company, a Delaware corporation, (2) he or she executed and delivered the foregoing instrument on behalf of said corporation by proper authority, and (3) the execution and delivery of the foregoing instrument was the free and voluntary act of said corporation for the purposes stated in such instrument.

  
Notary Public

Print Name

[SEAL]



Expiration Date of Commission: \_\_\_\_\_  
License or Serial Number (if applicable): \_\_\_\_\_

AS IP Holdco, LLC

By: A Barry Conipe  
Name: A Barry Conipe  
Title: CFO

STATE OF New Jersey

COUNTY OF Middlesex

I hereby certify that, on JAN 24, <sup>2008</sup>~~2007~~, A. Barry Conipe, a

person who was known to me or who provided satisfactory and credible evidence that he or she was the individual named in the foregoing instrument, appeared before me in person and acknowledged before me that (1) he or she held the title of CFO of ASIP Holdco, LLC, a \_\_\_\_\_ corporation, (2) he or she executed and delivered the foregoing instrument on behalf of said corporation by proper authority, and (3) the execution and delivery of the foregoing instrument was the free and voluntary act of said corporation for the purposes stated in such instrument.

Lynn K. Donnelly  
Notary Public

Print Name: LYNN K. DONNELLY

[SEAL]

Expiration Date of Commission: Oct 29, 2012  
License or Serial Number (if applicable): 2032024

LYNN K. DONNELLY  
Notary Public of New Jersey  
My Commission Expires Oct. 29, 2012

**SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT**

**Jado Bathroom to AS IP Holdco, LLC**

October 29, 2007

Trademark	Status	Application Number	Registration Number	Jurisdiction	Classes	Application Date	Registration Date	Assignee/ Record Owner
TAMARAC	Registered	74666579	2049720	United States of America	21 Int.	21-Apr-1995	01-Apr-1997	Jado Bathroom and Hardware Manufacturing Corp.
TAMARAC	Registered	74666580	2042367	United States of America	20 Int.	21-Apr-1995	04-Mar-1997	Jado Bathroom and Hardware Manufacturing Corp.
TAMARAC	Registered	74666581	2049721	United States of America	11 Int.	21-Apr-1995	01-Apr-1997	Jado Bathroom and Hardware Manufacturing Corp.
TAMARAC	Registered	74666582	2049722	United States of America	06 Int.	21-Apr-1995	01-Apr-1997	Jado Bathroom and Hardware Manufacturing Corp.
ULTRABRASS	Renewed	74392780	1881480	United States of America	21 Int.	20-May-1993	28-Feb-1995	Jado Bathroom and Hardware Manufacturing Corp.
ULTRABRASS	Renewed	74392827	1871885	United States of America	11 Int.	20-May-1993	03-Jan-1995	Jado Bathroom and Hardware Manufacturing Corp.