

FORM PTO-1594
(Rev. 6-93)

OMB. No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Mansfield Plumbing Products, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Mansfield Plumbing Products, Inc.

Internal Address:

Street Address: 150 First Street

City: Perrysville State: OH ZIP: 44864

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State of Delaware
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 24, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) B. Trademark registration No.(s)

See Attached Schedule A

Additional numbers attached? X Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald J. Bobak
Renner, Kenner, Greive, Bobak, Taylor & Weber

Internal Address:

Street Address: First National Tower - 4th Floor

City: Akron State: OH ZIP: 44308-1456

Fax: (330) 376-9646 Phone: (330) 376-1242

6. Total Number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$400.00

Enclosed
 Authorized to be charged to deposit account (any fee deficiency)

8. Deposit Account Number:
18-0987

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Donald J. Bobak Donald J. Bobak Oct. 3, 2002
 Name of Person Signing Signature Date

MSF.C.US0062
MSF,LLC to MSF, Inc.

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231
or by
Facsimile: 703-306-5995

SCHEDULE A

Registration Number	Mark	Registration Date
600,900	MANSFIELD	01/18/55
1,024,614	MANSFIELD & Design	11/11/75
1,541,431	TORPEDO	05/30/89
1,581,376	QUANTUM	02/06/92
1,678,403	WATERSAVER	03/10/95
1,911,243	DURAFLO	08/15/95
1,926,377	ALTO	10/10/95
1,926,376	ALEUR	10/10/95
1,990,313	CLARO	07/30/96
2,049,549	MANSFIELD	04/01/97

SF, Inc.

TRADEMARK ASSIGNMENT RECORDAL AGREEMENT

THIS AGREEMENT is made, *nunc pro tunc*, the 30th day of November, 2000, by and between **Mansfield Plumbing Products, LLC**, a corporation of the State of Delaware and having its registered office at 150 First Street, Perrysville, Ohio 44864, hereinafter identified as the "ASSIGNOR"; and,

Mansfield Plumbing Products, Inc., a corporation of the State of Delaware and having its registered office at 150 First Street, Perrysville, Ohio 44864 , hereinafter identified as the "ASSIGNEE."

Witnesseth:

Whereas, ASSIGNOR is the sole and exclusive owner of the entire right, title, and interest in and to the trademarks and registrations noted on the attached Schedule A;

Whereas, ASSIGNEE desires to obtain the entire right, title and interest in and to said trademarks and the registrations therefor and has prepared this Trademark Assignment.

Now, therefore, to all whom it may concern:

Be it known that in consideration of the sum of ten Dollars (\$10.00), and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt of which is hereby expressly acknowledged, ASSIGNOR has sold, assigned and transferred, and does hereby sell assign, assign and transfer to ASSIGNEE, *nunc pro tunc*, and its successors and assigns, the entire right, title and interest in and to said trademarks and registrations therefor, and any renewals thereof, together with the goodwill of the business symbolized by said trademarks and the registrations thereof, as well as all claims for

