(100, 00,00)	FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
OMB. No. 0651-0011 (exp. 4/94) TRADEN	IARKS ONLY Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please reco	ord the attached original documents or copy thereof
Name of conveying party(ies):	Name and address of receiving party(ies):
Mansfield Plumbing Products, LLC	Name: Mansfield Plumbing Products, Inc.
	Internal Address:
Individual(s) Association General Partnership Limited Partnership Corporation - State of Delaware Other	Street Address: 150 First Street City: Perrysville State: OH ZIP: 44864
Additional name(s) of conveying party(ies) attached? Yes X No 3. Nature of conveyance: X Assignment Merger Security Agreement Change of Name	Individual(s) citizenship Association General Partnership Limited Partnership X Corporation - State of Delaware Other
Other Execution Date: September 24, 2002	If assignee is not domiciled in the United States, a domestic representative designation is attached:YesNo (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached?YesNo
4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Tradem	ark 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:	Total Number of applications and registrations involved:
Name: Donald J. Bobak	
Renner, Kenner, Greive, Bobak, Taylor & Weber Internal Address:	7. Total fee (37 CFR 3.41): <u>\$400.00</u>
Street Address: First National Tower - 4th Floor	_ £nclosed
City: Akron State: OH ZIP: 44308-1456	X Authorized to be charged to deposit account (any fee deficiency)
Fax: (330) 376-9646 Phone: (330) 376-1242	8. Deposit Account Number: 18-0987
DO NOW to	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature.	SE THIS SPACE
	on is true and correct and any attached copy is a true copy of the original
Donald J. Bobak Name of Person Signing Signature	2. Bolsk Oct. 3, 2002
MSF.C.US0062 MSF,LLC to MSF, Inc.	nl 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

> TRADEMARK REEL: 002556 FRAME: 0864

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 REEL: 002556 FRAME: 0865

2003

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

TRADEMARK

damages or profits by reason of past infringement of said trademarks, the application and the registrations therefor, and the right to sue for and collect the same.

In witness whereof, ASSIGNOR has caused this instrument to be executed by one of its corporate officers this 24th day of Scotember, 2002, nunc pro tunc, the 30th day of November, 2000, at Perrysville, Ohio.

Mansfield Plumbing Products, LLC

ASSIGNOR

Title: 🕶 President

STATE OF OHIO

COUNTY OF Ashland

On this 24th day of suptember, 2002, before me, a Notary Public for the county and State aforesaid, personally appeared Kevin Oak, to me known, who being by me duly sworn, did depose and say that: he is currently the **President** of assignor, the corporation described in the foregoing instrument, and was on November 30, 2000, the Vice President of assignor who acknowledged that he did sign the foregoing instrument as the free act and deed of himself personally and as the act of said corporation in his capacity as the President of said corporation by authority of its Board of Directors.

Notary Public

My Commission Does Not Expire

ANDREA KOCHENSPARGER

Attorney Ar Law Notery Public, State of Onio My Commission Had No Expiration Date

Section 147.03 R.C.

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

REEL: 002556 FRAME: 0867

RECORDED: 10/03/2002