

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Standard Inc.		11/29/1999	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	American Standard International Inc.
Street Address:	15 West 54th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 110

Property Type	Number
Registration Number:	1549048
Registration Number:	1586641
Registration Number:	1570798
Registration Number:	1375719
Registration Number:	1464493
Registration Number:	1462685
Registration Number:	1464484
Registration Number:	984831
Registration Number:	2238711
Registration Number:	1538079
Registration Number:	2238712
Registration Number:	1519822

CH \$2765.00 1549048

Registration Number:	1783357
Registration Number:	1571755
Registration Number:	1569530
Registration Number:	1269095
Registration Number:	1048061
Registration Number:	731369
Registration Number:	1269725
Registration Number:	1300429
Registration Number:	1602119
Registration Number:	1333700
Registration Number:	1860843
Registration Number:	1697506
Registration Number:	1157941
Registration Number:	1573178
Registration Number:	1694221
Registration Number:	1379074
Registration Number:	1375718
Registration Number:	1375720
Registration Number:	1418281
Registration Number:	241555
Registration Number:	895328
Registration Number:	1574690
Registration Number:	1571754
Registration Number:	1570794
Registration Number:	1375724
Registration Number:	1288863
Registration Number:	1859621
Registration Number:	2124986
Registration Number:	1854104
Registration Number:	1008723
Registration Number:	842302
Registration Number:	1571751

Registration Number:	1351564
Registration Number:	1586642
Registration Number:	917041
Registration Number:	1539238
Registration Number:	846568
Registration Number:	1570797
Registration Number:	1713723
Registration Number:	1581371
Registration Number:	1723582
Registration Number:	1569528
Registration Number:	1360392
Registration Number:	1859622
Registration Number:	1569529
Registration Number:	1569526
Registration Number:	1570795
Registration Number:	1375721
Registration Number:	1999936
Registration Number:	1267062
Registration Number:	1590739
Registration Number:	1539237
Registration Number:	1310973
Registration Number:	1302198
Registration Number:	1589863
Registration Number:	160450
Registration Number:	2163807
Registration Number:	1371200
Registration Number:	1288856
Registration Number:	1542401
Registration Number:	1478561
Registration Number:	1333097
Registration Number:	1367479
Registration Number:	1549000

Registration Number:	1279730
Registration Number:	1566997
Registration Number:	1687755
Registration Number:	1701639
Registration Number:	1569527
Registration Number:	1103825
Registration Number:	1524371
Registration Number:	2185799
Registration Number:	919681
Registration Number:	1686262
Registration Number:	1102053
Registration Number:	1602118
Registration Number:	1589864
Registration Number:	1570796
Registration Number:	184859
Registration Number:	58506
Registration Number:	866725
Registration Number:	1316311
Registration Number:	1315198
Registration Number:	2156718
Registration Number:	1813492
Registration Number:	1072575
Registration Number:	1571753
Registration Number:	1583128
Registration Number:	1289902
Registration Number:	1581372
Registration Number:	809472
Registration Number:	1695940
Registration Number:	1308622
Registration Number:	1150784
Registration Number:	1577626
Registration Number:	1501224

Registration Number:	1367495
Registration Number:	1310982

CORRESPONDENCE DATA

Fax Number: (732)980-6131
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 732-980-6023
Email: jscott@americanstandard.com
Correspondent Name: Joseph Scott
Address Line 1: One Centennial Drive
Address Line 2: P.O. Box 6820
Address Line 4: Piscataway, NEW JERSEY 08855-6820

ATTORNEY DOCKET NUMBER:	US TM ASSIGNMENT
NAME OF SUBMITTER:	Joseph Scott

Total Attachments: 8
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of November 29, 1999, and is between American Standard Inc., a corporation of the state of Delaware (USA), with its offices at One Centennial Avenue, Piscataway, New Jersey 08855-6820 ("Assignor"), and American Standard International Inc., a corporation of the state of Delaware (USA), with its offices at 15 West 54th Street, New York, NY 10019 ("Assignee").

RECITALS

A. Assignor for many years has been, and continues to be, a world leader in the development, design, manufacture, marketing, distribution, sale, and service of the Products, as defined in this Agreement; and

B. Assignor, both directly and indirectly, owns, has developed, and continuously makes substantial investments in the registration, protection and administration throughout the world of the Trademarks (as defined in this Agreement), which contribute substantially to the international demand for and to the profitable manufacture, distribution, sale and service of Products manufactured by Assignor and its subsidiaries and licensees, and the performance of services in connection with the Products; and

C. Assignor (directly or through Affiliates) owns all of the worldwide right, title and interest in the Trademarks, as defined in this Agreement; conducts business utilizing the Trademarks throughout the world; wishes to centralize the management and utilization of the Trademarks in a single, wholly-owned Affiliate in order to maximize their value and facilitate their optimal exploitation; wishes to continue and to grow its worldwide business through a single wholly-owned and controlled Affiliate; has designated Assignee as the wholly-owned and controlled Affiliate to accomplish these and other goals; and, therefore, is willing to contribute, convey, and assign the Trademarks to Assignee in a transaction intended to qualify under Section 351 of the Internal Revenue Code of 1986, as amended (the "Code") on the terms and conditions of this Agreement and those set forth in that certain Capitalization Agreement dated November 29, 1999, a copy of which is attached as Schedule A hereto (the "Capitalization Agreement").

NOW, THEREFORE, in consideration of the foregoing Recitals, which form an integral part of this Agreement, and of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. DEFINITIONS

In addition to such terms as may be defined in the text of this Agreement and in the Capitalization Agreement, the following definitions shall govern this Agreement:

1.1. "Affiliate" shall mean any company or business entity which Assignor or Assignee controls, or any parent company or business entity by which Assignor or Assignee is controlled, directly or indirectly.

1.2. "Products shall mean Air Conditioning Products (defined as including heating, ventilation, air-conditioning, refrigeration and building automation/management equipment and systems and services related thereto); Plumbing Products (defined as including sanitaryware fixtures made of vitreous china, acrylic, plastic and other materials, and fittings made of brass and other materials, and related products; and Automotive Products (defined as including electronic and conventional vehicle control systems and related products.)

1.3. "Territory" shall mean worldwide, with the exception of the any country or jurisdiction where assignments, licenses or sublicenses of intellectual property cannot be made, or where the assignment of goodwill with the Trademarks leads to the imposition of substantial financial or economic penalties to Assignor or Assignee.

1.4. "Trademarks" shall mean all of the marks listed on Schedules B, C, and D, and all registrations and applications therefor.

2. ASSIGNMENT

2.1. Grant. Assignor does hereby transfer, convey and assign unto the Assignee all of its rights, title and interest in and to the Trademarks in the Territory, together with the good will of the business appertaining thereto and which is symbolized by the Trademarks; the worldwide right to enforce, to sue for, and to recover for infringements of the Trademarks, wherever and whenever occurring; and the right to apply for additional registrations thereon in the Territory.

2.2. Recordation. Assignor agrees to execute all documents reasonably necessary to record the assignments and transfers contemplated by this Agreement. Assignee shall be responsible for recording all assignments of the Trademarks in the Territory.

3. CONSIDERATION

The assignment and contribution of the Trademarks described in this Agreement are intended to constitute a capital contribution to Assignee under Section 351 of the Code and in accordance with Revenue Ruling 64-155, 1964-1 C.B. 138, no further issuance of stock is necessary to document this capital contribution.

4. ADDITIONAL COVENANTS OF ASSIGNEE

4.1. Assignor assumes no responsibility or liability for any personal injuries, property damages, or economic losses arising from the sale or use of Products or services sold by Assignee, or any licensee or sublicensee of Assignee, under the Trademarks. Assignee agrees to indemnify Assignor and to hold it harmless from and against any and all loss, cost, damage and expense (including the reasonable fees and expenses of attorneys and other professionals) which Assignor may pay or for which Assignor may become liable as a result of any action, proceeding, claim, demand, settlement or judgment arising from, or in connection with claims for any personal injuries, property damages, or economic losses arising from the sale or use of Products or services sold by Assignee, or any licensee or sublicensee of Assignee, under the Trademarks. If any claim is asserted against Assignor which is covered by the foregoing clause, Assignor shall have the right to require that Assignee defend such action at the sole cost and

expense of Assignee; however, Assignor shall always have the right to retain, at Assignor's expense, its own counsel to defend its own interests in any such action. As the parties intend full indemnification, all costs, expenses and fees, including attorneys' fees and disbursements, incurred in enforcing this section shall also be reimbursed by Assignee.

5. ENFORCEMENT OF TRADEMARKS

5.1. Assistance. Assignor agrees to assist Assignee in the registration, enforcement and protection of the Trademarks, including, but not limited to, executing any documents, as Assignee deems necessary, for the procurement of Trademark rights in Assignee's name in the Territory, and for evidence of Assignor's right, title and interest in and to the Trademarks.

6. MISCELLANEOUS

6.1. Authority. Assignee and Assignor represent and warrant that they each have full authority and the unrestricted right to enter into this Agreement, and that neither is a party to any agreement which conflicts with the terms of this Agreement or restricts them in any manner from performing the obligations as set forth herein.

6.2. Binding. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.3. Notices. All notices hereunder shall be in writing and shall be sent by prepaid first class airmail, telex or telegram or overnight courier to the addresses listed below. Notices shall be deemed given, (a) when delivered, or (b) if sent by airmail, registered or certified mail shall be effective as of the date it is actually received by the addressee, or (c) upon receipt of a telex or telegram or overnight courier package, whichever is earliest:

(a) If to Assignee:

American Standard International, Inc.
15 West 54th Street
New York, NY 10019

(b) If to Assignor:

American Standard Inc.
One Centennial Avenue
PO Box 6820
Piscataway, NJ 08855-6820, USA

6.4. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York, USA, applicable to agreements executed, delivered and performed in the State of New York, without reference to its conflicts of laws rules, and where applicable, the Federal laws of the United States of America.

6.5. Consent to Jurisdiction. The parties hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in the state of New York for any action or proceeding arising out of or relating to this Agreement to the extent that such actions or proceedings are authorized or allowed by section 6.6, and the parties hereby irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

6.6. Dispute Resolution. (a) Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this paragraph, which shall be the sole and exclusive procedures for the resolution of any such disputes. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence; (b) disputes shall be settled by mediation under the then current CPR Model Mediation Procedure for Business Disputes in effect on the date of this Agreement. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Neutrals and shall notify CPR to initiate the selection process.

6.7. Amendment. Changes in this Agreement shall only be valid if they are made in writing and executed by the party against whom such change is sought to be enforced.

6.8. Severability. Should any clause in this Agreement be or become invalid, illegal or unenforceable in any jurisdiction, or is stricken or materially amended by the action of any competent authority, such provision will be deemed amended for such jurisdiction only to the extent necessary to conform to the applicable laws, and in a manner which preserves to the maximum extent possible the original objectives of this Agreement, so as to be valid and enforceable therein without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction.

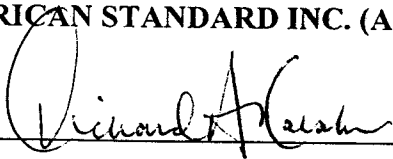
6.9. Headings. The headings of the articles and sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and provisions of this Agreement.

6.10. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but which when taken together shall bear the signatures of all parties and shall thereupon constitute one and the same agreement.

6.11. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations and, except as otherwise expressly provided herein, all prior writings in respect of such subject matter.

IN WITNESS WHEREOF, Assignor and Assignee, through their duly authorized officers, have executed this Agreement on the date first set forth above.

AMERICAN STANDARD INC. (Assignor)

By: 

Print Name: Richard A. Kalaher
Vice President, General Counsel
Title: & Secretary

AMERICAN STANDARD
INTERNATIONAL INC. (Assignee)

By: 

Print Name: Frederick C. Paine
Title: Vice President & Secretary

SCHEDULE B

MARK	REGISTRATION NO.	REGISTRATION DATE
A AND DESIGN	1549048	25-Jul-1989
AFWALL	1586641	13-Mar-1990
ALLBROOK	1570798	12-Dec-1989
AMARILIS	1375719	17-Dec-1985
AMBIANCE	1464493	10-Nov-1987
AMBIANCE 2000	1462685	27-Oct-1987
AMBIANCE 2500	1464484	10-Nov-1987
AMERICAN STANDARD	984831	28-May-1974
AMERICAN STANDARD	2238711	13-Apr-1999
AMERICAN STANDARD	1538079	09-May-1989
AMERICAN STANDARD	2238712	13-Apr-1999
AMERICAST	1519822	10-Jan-1989
AMERICAST	1783357	20-Jul-1993
AQUALYN	1571755	19-Dec-1989
AQUAMETER	1569530	05-Dec-1989
AQUAMIX	1269095	06-Mar-1984
AQUARIAN II	1048061	14-Sep-1976
AQUASEAL	731369	15-May-1962
ASTRO JET	1269725	13-Mar-1984
AVALON	1300429	16-Oct-1984
AZIMUTH	1602119	19-Jun-1990
BATHTEC MARK OF MERIT	1333700	30-Apr-1985
BELVEDERE	1860843	01-Nov-1994
CADENZA	1697506	30-Jun-1992
CADET	1157941	23-Jun-1981
CADET PRESTIGE	1573178	26-Dec-1989
CAMBRIDGE	1694221	16-Jun-1992
CASCADA	1379074	21-Jan-1986

CERALIN	1375718	17-Dec-1985
CERALUX	1375720	17-Dec-1985
CERAMIX ELECTRONIX	1418281	25-Nov-1986
CHROMARD	241555	01-May-1928
COLONY	895328	28-Jul-1970
CONNOISSEUR	1574690	02-Jan-1990
CORNER MINETTE	1571754	19-Dec-1989
DECLYN	1570794	12-Dec-1989
DUALIN	1375724	17-Dec-1985
ELLISSE	1288863	07-Aug-1984
ENTHOVEN	1859621	25-Oct-1994
ESTATE	2124986	30-Dec-1997
EUROCAST	1854104	13-Sep-1994
FAST-LAV	1008723	15-Apr-1975
FIESTA	842302	16-Jan-1968
FLOWSAVER	1571751	19-Dec-1989
GALLERIA	1351564	30-Jul-1985
GLENWALL	1586642	13-Mar-1990
HERITAGE	917041	27-Jul-1971
HEXALYN	1539238	16-May-1989
HORIZON	846568	26-Mar-1968
HOSTESS	1570797	12-Dec-1989
IDEALUX	1713723	17-Dec-1985
INSTANTO	1581371	06-Feb-1990
INTERMEZZO	1723582	13-Oct-1992
JETBROOK	1569528	05-Dec-1989
KOSTAN	1360392	17-Sep-1985
KUROKAWA	1859622	25-Oct-1994
LUCERNE	1569529	05-Dec-1989
LYNBROOK	1569526	05-Dec-1989
MAYBROOK	1570795	12-Dec-1989

MONOLUX	1375721	17-Dec-1985
MONTERREY	1999936	10-Sep-1996
MULTI-FLEX	1267062	14-Feb-1984
NEOLO	1590739	10-Apr-1990
NEW CADET	1539237	16-May-1989
NEW WAVE	1310973	25-Dec-1984
ONIX	1302198	23-Oct-1984
OVAL HORIZON	1589863	03-Apr-1990
OVATION	1604500	03-Jul-1990
PHENIX	2163807	09-Jun-1998
PLAZA SUITE	1371200	19-Nov-1985
PLEBE	1288856	07-Aug-1984
PRINCETON	1542401	06-Jun-1989
PURE LUXURY	1478561	01-Mar-1988
REGENCY	1333097	30-Apr-1985
RELIANT	1367479	29-Oct-1985
RemodelCAD	1549000	25-Jul-1989
ROMA	1279730	29-May-1984
ROMA GOLD	1566997	21-Nov-1989
RONDALYN	1687755	19-May-1992
RONDO	1701639	21-Jul-1992
ROXALYN	1569527	05-Dec-1989
SALEM	1103825	10-Oct-1978
SANNIX	1524371	14-Feb-1989
SAVONA	2185799	01-Sep-1998
SCALA	919681	07-Sep-1971
SILHOUETTE	1686262	12-May-1992
SOLAR	1102053	12-Sep-1978
SOTTINI	1602118	19-Jun-1990
SPECTRA	1589864	03-Apr-1990

STALLBROOK	1570796	12-Dec-1989
STANDARD	184859	03-Jun-1924
STANDARD	58506	18-Dec-1906
STAN-SURE	866725	18-Mar-1969
STAR DESIGN	1316311	22-Jan-1985
STAR DESIGN	1315198	15-Jan-1985
STILO	2156718	12-May-1998
STYLE ADVISER	1813492	28-Dec-1993
THERMO GUARD	1072575	06-Sep-1977
TRIBOR	1571753	19-Dec-1989
U.S. PLUMBING INC.	1583128	13-Feb-1990
ULTRA-MIX	1289902	14-Aug-1984
VANETTE	1581372	06-Feb-1990
VENT-AWAY	809472	07-Jun-1966
VIRTUOSO	1695940	23-Jun-1992
WABCO	1308622	11-Dec-1984
WABCO	1150784	14-Apr-1981
WARREN PLATNER	1577626	16-Jan-1990
WATERDROP LOGO	1501224	23-Aug-1988
WATEREX	1367495	29-Oct-1985
WHISPER COLOR	1310982	25-Dec-1984