

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2987 Frame 0831)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch, as Lead Arranger and as Administrative Agent	FORMERLY Credit Suisse First Boston, acting through its Cayman Islands Branch	12/28/2005	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	Mueller International, Inc.
Street Address:	500 W. Eldorado Street
City:	Decatur
State/Country:	ILLINOIS
Postal Code:	62522
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2646882	AQUAGRIP
Registration Number:	735901	AUTOPERF
Registration Number:	739253	AUTOSAFE
Registration Number:	377764	CEM-RES
Registration Number:	1026157	CENTURION
Registration Number:	1909149	CENTURION
Registration Number:	1474781	EZ-SETTER
Registration Number:	1490849	EZ-VAULT
Registration Number:	1967642	
Registration Number:	801650	FULL SEAL
Registration Number:	809772	GAS-PHUSE
Registration Number:	1009141	HI-FLO

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Registration Number:	30910	HM
Registration Number:	1410375	HM
Registration Number:	229813	HM
Registration Number:	231322	H M
Registration Number:	718816	INNERLOCK LUBOSEAL
Registration Number:	912293	INSTA-TITE
Registration Number:	1227287	LINESEAL III
Registration Number:	566653	LUBOSEAL
Registration Number:	85269	MUELLER
Registration Number:	65052	MUELLER
Registration Number:	66513	MUELLER
Registration Number:	537204	MUELLER
Registration Number:	534196	MUELLER
Registration Number:	68337	MUELLER
Registration Number:	381450	MUELLER
Registration Number:	863810	MUELLER 110
Registration Number:	975318	MUELLER 112
Registration Number:	1318897	MUELLER DUROSEAL
Registration Number:	2349302	MUELLER PRO-GARD
Registration Number:	605332	NO-BLO
Registration Number:	1061519	ORI-CORP
Registration Number:	664942	ORISEAL
Registration Number:	789887	PERFSAFE
Registration Number:	700377	PIPE-SAVER
Registration Number:	1037084	R
Registration Number:	1037083	R
Registration Number:	769382	SERVI-SEAL
Registration Number:	1156987	SLIP-HINGE
Registration Number:	1458068	THERMAL-COIL
Registration Number:	670487	WEDGESEAL
Registration Number:	937392	XTRA RANGE
Registration Number:	772654	220

CORRESPONDENCE DATA

Fax Number: (212)455-2502

TRADEMARK
REEL: 003280 FRAME: 0524

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

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ATTORNEY DOCKET NUMBER:	043235/0058
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	03/31/2006

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

Credit Suisse Cayman Islands Branch *AD*
Formerly known as (

TERMINATION AND RELEASE dated as of December 28, 2005, from Credit Suisse First Boston, acting through its Cayman Islands Branch) as Lead Arranger and as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Mueller International, Inc., a Delaware corporation with its principal place of business located at 500 W. Eldorado Street, Decatur, IL 62522.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of April 23, 2004 (amending and restating the Amended and Restated Credit Agreement, dated as of June 24, 2002), made by the Borrower (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 11, 2005, at Reel 3028 and Frame 0001;

WHEREAS, the Collateral Agreement was also rerecorded in the Trademark Division of the United States Patent and Trademark Office on March 22, 2005, at Reel 3050 and Frame 0615 as a security interest, correcting a recordation as an assignment that was previously recorded at Reel 2987 and Frame 0831 and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Exhibit A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE, Cayman Islands Branch
(Formerly known as
CREDIT SUISSE FIRST BOSTON, acting through
its Cayman Islands Branch) as Administrative
Agent

By: 
Name: DAVID DODD
Title: VICE PRESIDENT


MICHAEL J. O'NEIL
ASSOCIATE

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 15th day of MARCH, 2006, before me personally appeared DAVID DODD & MIKHAIL PAYDUSEVICH to me known who, being by me duly sworn, did depose and say that he/she is VICE PRESIDENT & ASSOC. of Credit Suisse ~~First Boston~~ ^{NY}, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Credit Suisse ~~First Boston~~ ^{NY}.



Notary Public

MARJORIE E. BULL
Notary Public, State of New York
No. 01BU6055282
Qualified in New York County
Commission Expires February 20, 2007

(Affix Seal Below)

EXHIBIT A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
AQUAGRIP	2646882
AUTOPERF	0735901
AUTOSAFE	0739253
CEM-RES	0377764
CENTURION	1026157
CENTURION	1909149
EZ-SETTER	1474781
EZ-VAULT	1490849
	1967642
FULL SEAL	0801650
GAS-PHUSE	0809772
HI-FLO	1009141
HM	0030910
HM	1410375
HM	0229813
HM	0231322
INTERLOCK LUBOSEAL	0718816
INSTA-TITE	0912293
LINESEAL III	1227287
LUBOSEAL	0566653
MUELLER	0085269
MUELLER	0065052
MUELLER	0066513
MUELLER	0537204
MUELLER	0534196
MUELLER	0068337
MUELLER	0381450
MUELLER 110	0863810
MUELLER 112	0975318
MUELLER DUROSEAL	1318897
MUELLER PRO-GARD	2349302

NO-BLO	0605332
ORI-CORP	1061519
ORISEAL	0664942
PERFSAFE	0789887
PIPE-SAVER	0700377
R	1037084
R	1037083
SERVI-SEAL	0769382
SLIP-HINGE	1156987
THERMAL-COIL	1458068
WEDGESEAL	0670487
XTRA RANGE	0937392
220	0772654