

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mansfield Plumbing Products LLC		12/19/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FCC, LLC
Doing Business As:	DBA First Capital
Street Address:	3520 NW 58th Street
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73112
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	0600900	MANSFIELD
Registration Number:	1024614	MANSFIELD
Registration Number:	1541431	TORPEDO
Registration Number:	1581376	QUANTUM
Registration Number:	1678403	WATERSAVER
Registration Number:	1911243	DURAFLO
Registration Number:	1926377	ALTO
Registration Number:	1926376	ALEUR
Registration Number:	1990313	CLARO
Registration Number:	2049549	MANSFIELD
Registration Number:	1989723	MANSFIELD
Registration Number:	1994614	SWIRL-WAY
Registration Number:	2297899	PRO-FIT

CH \$440.00 0600900

Registration Number:	2628288	ARIANCE
Registration Number:	3348451	MANSFIELD
Registration Number:	3318025	MANSFIELD
Serial Number:	77556935	ECOQUANTUM

CORRESPONDENCE DATA

Fax Number: (678)553-2693

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

Phone: 6785532692

Email: withersS@gtlaw.com

Correspondent Name: Sarah Withers

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Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	069528.017800 (WITHERS)
NAME OF SUBMITTER:	Sarah Withers
Signature:	/S. Withers/
Date:	01/07/2009

Total Attachments: 7

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (the "Confirmatory Grant") is made effective as of December 19, 2008 by and from Mansfield Plumbing Products LLC, a Delaware limited liability company (the "Grantor"), to and in favor of FCC, LLC, d/b/a First Capital, a Florida limited liability company (the "Grantee").

WHEREAS, Grantor and Grantee are parties to a Loan and Security Agreement of even date herewith (as may be amended, supplemented or restated from time to time, the "Loan Agreement"), as well as a Patent and Trademark Security Agreement of even date herewith (as may be amended, supplemented or restated from time to time, the "Patent and Trademark Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO") and the patents (the "Patents") listed on Exhibit B attached hereto, which Patents are pending or issued with the USPTO.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Patent and Trademark Security Agreement and the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Patent and Trademark Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Patent and Trademark Security Agreement or the Loan Agreement, the provisions of the Patent and Trademark Security Agreement and the Loan Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Patent and Trademark Security Agreement and/or the Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations which Grantee has determined in its reasonable discretion are not likely to become actual obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor, at Grantor's expense, all reasonably requested instruments in writing releasing the security interest in the Patents and Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks and Patents set forth in Exhibits A and B respectively, now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks and Patents, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks and/or Patents or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MANSFIELD PLUMBING PRODUCTS LLC

By: 

James K. Morando, President and Chief Executive Officer

[SIGNATURE PAGE TO SHORT-FORM PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003914 FRAME: 0853

EXHIBIT A

UNITED STATES REGISTERED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Mansfield Plumbing Products, LLC (MSF)	MANSFIELD	600900	01/18/1955
Mansfield Plumbing Products, LLC (MSF)	MANSFIELD and design	1024614	11/11/1975
Mansfield Plumbing Products, LLC (MSF)	TORPEDO	1,541,431	05/30/1989
Mansfield Plumbing Products, LLC (MSF)	QUANTUM	1,581,376	02/06/1990
Mansfield Plumbing Products, LLC (MSF)	WATERSAVER	1,678,403	03/10/1992
Mansfield Plumbing Products, LLC (MSF)	DURAFLO	1,911,243	08/15/1995
Mansfield Plumbing Products, LLC (MSF)	ALTO	1,926,377	10/10/1995
Mansfield Plumbing Products, LLC (MSF)	ALEUR	1,926,376	10/10/1995
Mansfield Plumbing Products, LLC (MSF)	CLARO	1,990,313	07/30/1996
Mansfield Plumbing Products, LLC (MSF)	MANSFIELD with Wave Design	2,049,549	04/01/1997
Mansfield Plumbing Products, LLC (MSF)	MANSFIELD	1,989,723	07/30/1996
Mansfield Plumbing Products, LLC (MSF)	SWIRL-WAY	1,994,614	08/20/1996

Mansfield Plumbing Products, LLC (MSF)	PRO-FIT	2,297,899	12/07/1999
Mansfield Plumbing Products, LLC (MSF)	ARIANCE	2,628,288	10/01/2002
Mansfield Plumbing Products, LLC (MSF)	MANSFIELD (with Wave Design)	3,348,451	12/04/2007
Mansfield Plumbing Products, LLC (MSF)	Mansfield	3,318,025	10/23/2007

UNITED STATES TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Mansfield Plumbing Products, LLC (MSF)	ECOQUANTUM	77/556,935	08/27/2008

FOREIGN REGISTERED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

<u>Owner</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
Mansfield Plumbing Products, LLC (MSF)	China	MANSFIELD with Wave Design	1344412	12/14/1999
Mansfield Plumbing Products, LLC (MSF)	China	MANSFIELD	1344413	12/14/1999
Mansfield Plumbing Products, LLC (MSF)	Colombia	MANSFIELD	178,935	06/13/1995

Mansfield Plumbing Products LLC	Colombia	MANSFIELD & Device	330370	03/30/2007
Mansfield Plumbing Products LLC	Colombia	MANSFIELD & Device	330372	03/30/2007
Mansfield Plumbing Products LLC	Colombia	PRO-FIT & Device	330369	03/30/2007
Mansfield Plumbing Products LLC	Colombia	ALTO & Device	330373	03/30/2007
Mansfield Plumbing Products LLC	Colombia	ARIANCE & Device	330368	03/30/2007
Mansfield Plumbing Products LLC	Colombia	QUANTUM & Device	330371	03/30/2007
Mansfield Plumbing Products LLC	Ecuador	MANSFIELD & Device	7043-07	09/12/2006
Mansfield Plumbing Products LLC	Ecuador	MANSFIELD & Device	7042-07	09/12/2006
Mansfield Plumbing Products, LLC (MSF)	Ecuador	MANSFIELD	1952-97	08/05/1997
Mansfield Plumbing Products, LLC (MSF)	Ecuador	MANSFIELD	427294	12/07/1994
Mansfield Plumbing Products LLC	Mexico	ARIANCE & Device	950.058	07/07/2006
Mansfield	Mexico	SWIRL WAY &	950.059	07/07/2006

Plumbing Products LLC		Device		
Mansfield Plumbing Products LLC	Mexico	MANSFIELD & Device (Class 11)	951.101	07/07/2006
Mansfield Plumbing Products LLC	Mexico	PRO-FIT & Device	951.102	07/07/2006
Mansfield Plumbing Products LLC	Mexico	MANSFIELD & Device (Class 6)	951.746	07/07/2006
Mansfield Plumbing Products LLC	Mexico	QUANTUM & Device	985.390	07/07/2006

FOREIGN TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Mansfield Plumbing Products, LLC	Brazil	MANSFIELD & Device	829898530	10/01/2008
Mansfield Plumbing Products LLC	Canada	SWIRL WAY	1323608	11/09/2006
Mansfield Plumbing Products LLC	Canada	ALTO	1323444	11/08/2006
Mansfield Plumbing Products LLC	Canada	MANSFIELD	1323555	11/09/2006
Mansfield Plumbing Products	Canada	PRO-FIT	1323535	11/09/2006

LLC

Mansfield Plumbing Products LLC	Canada	SUMMIT 3 Design	1323547	11/09/2006
Mansfield Plumbing Products LLC	Canada	QUANTUM	1323533	11/09/2006
Mansfield Plumbing Products LLC	China	MANSFIELD (Class 21)	5021935	11/24/2005
Mansfield Plumbing Products LLC	China	MANSFIELD (Class 19)	5021936	11/24/2005
Mansfield Plumbing Products LLC	China	MANSFIELD (Class 6)	5021937	11/24/2005