OP \$1115.00 3624380

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 |
|-------------------|----------|-----------------------|--|
| AS IP Holdco, LLC | | 103/06/2008 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| IIName: | Wells Fargo Capital Finance, LLC, formerly known as Wells Fargo Foothill, LLC, as Collateral Agent |
|-----------------|---|
| Street Address: | 1100 Abernathy Road, Suite 1600 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30328 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 3624380 | ACRYLUX |
| Registration Number: | 3770864 | ARCHIVE |
| Registration Number: | 3696448 | BAVAGGI |
| Registration Number: | 3562117 | BELMOR |
| Serial Number: | 77703045 | CHAPEAU |
| Registration Number: | 3613747 | CHINALUX |
| Serial Number: | 77467100 | сомо |
| Registration Number: | 3700536 | DEEP SOAK |
| Registration Number: | 3538384 | EMINENCE |
| Serial Number: | 85115248 | EPIC |
| Serial Number: | 85032641 | EVERCLEAN |
| Registration Number: | 3716211 | EVOLUTION |
| Serial Number: | 77693825 | FAIRBURY |
| | 7 | TDADEMADK |

TRADEMARK "
REEL: 004459 FRAME: 0451

900182124

| Registration Number: | 3636990 | GALLETO |
|----------------------|----------|-------------------------|
| Registration Number: | 3463492 | GREEN TEA |
| Serial Number: | 77626252 | H2OPTION |
| Registration Number: | 3423739 | ILLUME |
| Registration Number: | 3771440 | INNSBROOK |
| Serial Number: | 77754176 | LADONIA |
| Registration Number: | 3636991 | LEVAGGI |
| Registration Number: | 3541940 | LIFETIME |
| Registration Number: | 0774367 | LJ |
| Serial Number: | 77666996 | LOURDES |
| Registration Number: | 3610250 | MAINSTREAM |
| Registration Number: | 3815158 | MONARCH |
| Serial Number: | 77754110 | OUTREACH |
| Registration Number: | 3683160 | PEKOE |
| Registration Number: | 3684666 | PRIOLO |
| Registration Number: | 3486357 | RATTAN |
| Registration Number: | 3560894 | RIGHT HEIGHT |
| Registration Number: | 3751339 | SAVINA |
| Serial Number: | 77792050 | SERIN |
| Registration Number: | 3454596 | SKYLINE |
| Serial Number: | 77682449 | SMOOTH AIR |
| Registration Number: | 3632768 | STUDIO |
| Registration Number: | 3562182 | STYLE THAT WORKS BETTER |
| Registration Number: | 3552014 | TETSU |
| Registration Number: | 3683034 | TITAN |
| Registration Number: | 3696449 | TOCETO |
| Registration Number: | 3436779 | TOWNSEND |
| Registration Number: | 3529186 | TUDOR |
| Registration Number: | 3715252 | VENETO II |
| Serial Number: | 77806023 | WASHBROOK |
| Registration Number: | 3529449 | WHITFIELD |

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

Phone: 312-863-7198 Email: nancy.brougher@goldbergkohn.com Correspondent Name: **Nancy Brougher** Address Line 1: Goldberg Kohn Ltd. Address Line 2: 55 East Monroe Street, Suite 3300 Chicago, ILLINOIS 60603 Address Line 4: **ATTORNEY DOCKET NUMBER:** 1989.185 NAME OF SUBMITTER: **Nancy Brougher** Signature: /njb/ Date: 01/24/2011 **Total Attachments: 12** source=Trademark Security Agreement AS IP Holdco, LLC#page1.tif source=Trademark Security Agreement AS IP Holdco, LLC#page2.tif source=Trademark Security Agreement AS IP Holdco, LLC#page3.tif source=Trademark Security Agreement AS IP Holdco, LLC#page4.tif source=Trademark Security Agreement AS IP Holdco, LLC#page5.tif source=Trademark Security Agreement AS IP Holdco, LLC#page6.tif source=Trademark Security Agreement AS IP Holdco, LLC#page7.tif source=Trademark Security Agreement AS IP Holdco, LLC#page8.tif source=Trademark Security Agreement AS IP Holdco, LLC#page9.tif source=Trademark Security Agreement AS IP Holdco, LLC#page10.tif source=Trademark Security Agreement AS IP Holdco, LLC#page11.tif

source=Trademark Security Agreement AS IP Holdco, LLC#page12.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of March, 2008, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("Foothill"), in its capacity as a collateral agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns, if any, "US Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 6, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among AS America, Inc., a Delaware corporation ("AS America"), AS Logistics, Inc., a Delaware corporation ("AS Logistics"), AS Canada, ULC, a Nova Scotia unlimited liability company ("AS Canada"; collectively with AS America and AS Logistics, each a "Borrower" and collectively the "Borrowers"), ASD Holding Corp., a Delaware corporation, the lenders from time to time party thereto as "Lenders" ("Lenders"), Foothill, as a lender, arranger and an administrative agent for the Lenders (in such capacity, together with its permitted successors and assigns, if any, "US Administrative Agent"), US Collateral Agent, Wells Fargo Foothill Canada ULC, an Alberta unlimited corporation ("WFF Canada"), as an administrative agent for the Lenders (in such capacity, together with its permitted successors and assigns, if any, "Canadian Administrative Agent"), and WFF Canada, as a collateral agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns, if any, "Canadian Collateral Agent"), the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to US Collateral Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of March 6, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to US Collateral Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

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1989.185

- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. To secure the Secured Obligations, Grantor hereby grants to US Collateral Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property, including any "intent to use" trademark applications until such time as a verified statement of use is filed with, and accepted by, the United States Patent and Trademark Office or the applicable equivalent thereof) (collectively, the "Trademark Collateral"):
- (a) all of its Trademarks, including those Trademarks referred to on Schedule I hereto, all renewals thereof, and all goodwill of the business symbolized by its Trademarks and connected therewith;
- (b) all of its rights to sue for past, present and future infringements and dilutions of its Trademarks; and
- (c) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to US Collateral Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth hereim.
- 4. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to US Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 6(g)(iv) of the Security Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes US Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from US Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 5. <u>TERMINATION</u>. Upon payment in full (as defined in the Security Agreement) of the Obligations in accordance with the provisions of the Credit Agreement

and termination or expiration of the Commitments, US Collateral Agent shall promptly, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Upon the sale or disposition of any Trademark Collateral, the Security Interest in such Trademark Collateral shall be automatically released and terminated to the extent such sale or disposition is expressly permitted under the Credit Agreement, and at such time, US Collateral Agent will authorize the filing of appropriate termination statements to terminate such Security Interest.

6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

-3-

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

| | are limited liability company |
|------------------------|--|
| By: Name: Title: | Barry Canipe Chief Financial Officer |
| ACCEP | TED AND ACKNOWLEDGED BY: |
| WELLS limited l | S FARGO FOOTHHIL, LLC, a Delaware iability company, as US Collateral Agent |
| Ву: | |
| Name: _ Title: | |

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

| AS IP HOLDCO, LLC, a Delaware limited liability company |
|---|
| Ву: |
| Name: |
| Title: |
| ACCEPTED AND ACKNOWLEDGED BY: |
| WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, as US Collateral Agent |
| By: Alexand |
| Name: Samantha Alexander |
| Title: $\sqrt{\rho}$ |

$\frac{SCHEDULE\ I}{T_0}$ TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

AS IP Holdco, LLC

| Trademarks at | | Applications | # Filess | Registration | aRegistrations | The State Control of the State |
|---------------------------------|---------|--------------|-----------|--------------|----------------|--|
| Name Ball | Country | Number | | Number | | Owner |
| "NO PLUNGER" DESIGN | us | 78283181 | 05-Aug-03 | 2946752 | 03-May-05 | AS IP HOLDCO, LLC |
| ACRYLUX | us | 77462809 | 01-May-08 | 3624380 | 19-May-09 | AS IP HOLDCO, LLC |
| ALFIERE | บร | 78201137 | 08-Jan-03 | 2846787 | 25-May-04 | AS IP HOLDCO, LLC |
| AMERICAN STANDARD | US | 72451754 | 16-Mar-73 | 984831 | 28-May-74 | AS IP HOLDCO, LLC |
| AMERICAN STANDARD | US | 75429757 | 06-Feb-98 | 2238711 | 13-Apr-99 | AS IP HOLDCO, LLC |
| AMERICAN STANDARD | us | 78196876 | 20-Dec-02 | 2940712 | 12-Apr-05 | AS IP HOLDCO, LLC |
| AMERICAN STANDARD | us | 78196872 | 20-Dec-02 | 2942930 | 19-Apr-05 | AS IP HOLDCO, LLC |
| AMERICAN STANDARD | US | 78196868 | 20-Dec-02 | 2942929 | 19-Apr-05 | AS IP HOLDCO, LLC |
| AMERICAN STANDARD | US | 77950478 | 04-Mar-10 | | | AS IP HOLDCO, LLC |
| AMERICAN STANDARD (Script) | CA | 148207000 | 21-May-10 | | | AS IP HOLDCO, LLC |
| AMERICAN STANDARD | OA . | 140207000 | Z1 may 10 | -1 | | |
| (NEW SCRIPT) AMERICAN STANDARD | US | 73756730 | 11-Oct-88 | 1538079 | 09-May-89 | AS IP HOLDCO, LLC |
| (Script) | US | 75429759 | 06-Feb-98 | 2238712 | 13-Apr-99 | AS IP HOLDCO, LLC |
| AMERICAN STANDARD BRANDS | US | 77794275 | 31-Jul-09 | | | AS IP HOLDCO, LLC |
| AQUAFORCE | US | 78152162 | 08-Aug-02 | 2740490 | 22-Jul-03 | AS IP HOLDCO, LLC |
| AQUAMETER | US | 73798935 | 10-May-89 | 1569530 | 05-Dec-89 | AS IP HOLDCO, LLC |
| AQUAOPTION | US | 77776609 | 08-Jul-09 | 1000000 | 00 200 00 | AS IP HOLDCO, LLC |
| AQUASEAL | US | 120936 | 29-May-61 | 0731369 | 15-May-62 | AS IP HOLDCO, LLC |
| ARCATO | US | 77833806 | 24-Sep-09 | 0701000 | 10 1010 02 | AS IP HOLDCO, LLC |
| ARCHIVE | US | 77807734 | 19-Aug-09 | 3770864 | 06-Apr-10 | AS IP HOLDCO, LLC |
| ARDSLEY | US | 78551457 | 21-Jan-05 | 3152079 | 03-Oct-06 | AS IP HOLDCO, LLC |
| ARIANA | US | 78351446 | 13-Jan-04 | 2946838 | 03-May-05 | AS IP HOLDCO, LLC |
| AS | US | 74584127 | 11-Oct-94 | 1962897 | 19-Mar-1996 | AS AMERICA, INC. |
| ASTRA-LAV | US | 14004127 | 11 0000 | 1821185 | 15-Feb-94 | AS IP HOLDCO, LLC |
| ATLAS | US | | | 2218503 | 19-Jan-99 | AS IP HOLDCO, LLC |
| ATLAS | US | | | 1929958 | 24-Oct-95 | AS IP HOLDCO, LLC |
| AZIMUTH | US | 73838204 | 13-Nov-89 | 1602119 | 19-Jun-90 | AS IP HOLDCO, LLC |
| BASELINE | US | 85187174 | 30-Nov-10 | | | AS IP HOLDCO, LLC |
| BASIL | US | 77678029 | 25-Feb-09 | | | AS IP HOLDCO, LLC |
| BATHROOM-TO-GO | US | | | 2411066 | 5-Dec-00 | AS IP HOLDCO, LLC |
| BAVAGGI | US | 77344497 | 05-Dec-07 | 3696448 | 13-Oct-09 | AS IP HOLDCO, LLC |
| BELMOR | US | 77285426 | 21-Sep-07 | 3562117 | 13-Jan-09 | AS IP HOLDCO, LLC |
| BENTO | US | 77837899 | 30-Sep-09 | | | AS IP HOLDCO, LLC |
| BERWICK | US | 77793225 | 30-Jul-09 | _ | | AS IP HOLDCO, LLC |
| BIRD DESIGN | US | <u> </u> | | 1650700 | 16-Jul-91 | AS IP HOLDCO, LLC |
| BORMA BY JADO | US | 78411246 | 30-Apr-04 | 3104890 | 13-Jun-06 | AS IP HOLDCO, LLC |
| CADENZA | US | 74120647 | 04-Dec-90 | 1697506 | 30-Jun-92 | AS IP HOLDCO, LLC |

| Trademark La | The state of the s | Application | File: | Registration : | Régistration Date | Owner 2 |
|----------------------------------|--|--|---|----------------|----------------------|-------------------|
| | US | THE PROPERTY OF THE PARTY OF TH | Date | 555469 | 26-Feb-52 | AS IP HOLDCO, LLC |
| CADET (stylized) CADET PRESTIGE | US | 73765689 | 25-Nov-88 | 1573178 | 26-Dec-89 | AS IP HOLDCO, LLC |
| CASCADE and Design | US | 7570505 | 201107-00 | 1018433 | 19-Aug-75 | AS IP HOLDCO, LLC |
| CASCADE AND DESIGN CAYENNE | US | 77678262 | 25-Feb-09 | 1010100 | | AS IP HOLLDCO LLC |
| CHAPEAU | US | 77703045 | 31-Mar-09 | 3887156 | 7-Dec-2010 | AS IP HOLDCO, LLC |
| CHARTER | US | 78222344 | 06-Mar-03 | 2890343 | 28-Sep-04 | AS IP HOLDCO, LLC |
| CHINALUX | us | 77552216 | 21-Aug-08 | 3613747 | 28-Apr-09 | AS IP HOLDCO, LLC |
| CLARION | US | 77923686 | 29-Jan-10 | | | AS IP HOLDCO, LLC |
| CLASSIC COLLECTION | US | | | 2362942 | 27-Jun-00 | AS IP HOLDCO, LLC |
| COMO | US | 77467100 | 06-May-08 | 3700782 | 27-Oct-2009 | AS IP HOLDCO, LLC |
| CONNOISSEUR | us | 73765688 | 25-Nov-88 | 1574690 | 02-Jan-90 | AS IP HOLDCO, LLC |
| CORA | us | 70,0000 | | 2687718 | 18-Feb-03 | AS IP HOLDCO, LLC |
| CORIANDER | us | 77678229 | 25-Feb-09 | | | AS IP HOLDCO, LLC |
| CORNER MINETTE | US | 73798936 | 10-May-89 | 1571754 | 19-Dec-89 | AS IP HOLDCO, LLC |
| CRANE PLUMBING | US | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 2151790 | 21-Apr-98 | AS IP HOLDCO, LLC |
| CRANE PLUMBING | CN | 7251978 | 13-Mar-09 | | | AS IP HOLDCO, LLC |
| CRANE PLUMBING | CA | 1482071 | 21-May-10 | | <u> </u> | AS IP HOLDCO, LLC |
| CRANE PLUMBING | | | | _ | | ACIDIOLDOO II C |
| (Chinese) CRANE PLUMBING & | CN | 7514244 | 01-Jul-09 | | | AS IP HOLDCO, LLC |
| BIRD DESIGN | CN | 7251976 | 13-Mar-09 | | | AS IP HOLDCO, LLC |
| CRANE PLUMBING (AND BIRD DESIGN) | CA | 148207200 | 21-May-10 | | | AS IP HOLDCO, LLC |
| CRANE PLUMBING (BIRD | | | | | , | |
| DESIGN ONLY) CRANE PLUMBING THE | CN | 7251977 | 13-Mar-09 | | | AS IP HOLDCO, LLC |
| CLEAR CHOICE and | | | | | | |
| Design | US | | | 3637651 | 16-Jun-09 | AS IP HOLDCO, LLC |
| CREDO | US | 77882428 | 30-Nov-09 | | | AS IP HOLDCO, LLC |
| CULINAIRE | US | 78135724 | 14-Jun-02 | 2808494 | 27-Jan-04 | AS IP HOLDCO, LLC |
| CULINAIRE | US | 78186683 | 19-Nov-02 | 2802369 | 06-Jan-04 | AS IP HOLDCO, LLC |
| DAZZLE | US | 78563444 | 09-Feb-05_ | 3294790 | 18-Sep-07 | AS IP HOLDCO, LLC |
| DECLYN | US | 73798922 | 10-May-89 | 1570794 | 12-Dec-89 | AS IP HOLDCO, LLC |
| DEEP SOAK | US | 77634817 | 17-Dec-08 | 3700536 | 20-Oct-09 | AS IP HOLDCO, LLC |
| DIAMETRIQUE | US | 78443946 | 30-Jun-04 | 3091274 | 09-May-06 | AS IP HOLDCO, LLC |
| ECO-FUSION | US | 77774644 | 06-Jul-09 | | 00.14 - 00 | AS IP HOLDCO, LLC |
| ECO HABITAT | MX | 989141 | 11-Feb-09_ | 1092153 | 26-Mar-09 | AS IP HOLDCO, LLC |
| ECONOMISER | US | | | 1430144 | 24-Feb-87 | AS IP HOLDCO, LLC |
| ECOSILENT | US | 77911225 | 13-Jan-10 | | - | AS IP HOLDCO, LLC |
| ECOSOLUTIONS | US | | | 3450586 | 17-Jun-08 | AS IP HOLDCO, LLC |
| EL PASO | US | | | 1596248 | 15-May-90 | AS IP HOLDCO, LLC |
| ELJER | US | - | - | 1743012 | 00 1 70 | AS IP HOLDCO, LLC |
| ELJER | UK | | | 992419 | 06-Jun-73 | ELJER, INC. |
| ELJERSTONE | US | 77838023 | 30-Sep-09 | 050000 | 05.11. 00 | AS IP HOLDCO, LLC |
| EMINENCE | US | 77365490 | 07-Jan-08 | 3538384 | 25-Nov-08 | AS IP HOLDCO, LLC |
| ENFIELD_ | US | 78174997 | 16-Oct-02 | 3161490 | 24-Oct-06 | AS IP HOLDCO, LLC |
| EPIC | US | 85115248 | 25-Aug-10 | | | AS IP HOLDCO, LLC |
| ESTATE | US | 75127611 | 01-Jul-96 | 2124986 | 30-Dec-97 | AS IP HOLDCO, LLC |

| A Tradémark 2 | | Application | er Filei | Registration | Registration | |
|---------------------------|----|-------------|---|--------------|----------------|-------------------|
| Mark Name of the last | | Number | | Number | i sa∑Date i sa | Owners Deales |
| EVERCLEAN | US | 78753477 | 14-Nov-05 | 3331700 | 06-Nov-07 | AS IP HOLDCO, LLC |
| EVERCLEAN | US | 85032641 | 07-May-10 | | | AS IP HOLDCO, LLC |
| EVOLUTION | US | 78802251 | 30-Jan-06 | 3309438 | 09-Oct-07 | AS IP HOLDCO, LLC |
| EVOLUTION | US | 77470296 | 09-May-08 | 3716211 | 24-Nov-09 | AS IP HOLDCO, LLC |
| FAIRBURY | US | 77693825 | 18-Mar-09 | | | AS IP HOLDCO, LLC |
| FIAT and Design | US | | | 561155 | 8-Jul-52 | AS IP HOLDCO, LLC |
| FIESTA | US | 73249714 | 07-Jul-66 | 842302 | 16-Jan-68 | AS IP HOLDCO, LLC |
| FLAMENCO | US | 85167833 | 03-Nov-10 | | | AS IP HOLDCO, LLC |
| FLOWSAVER GALAXY PLUMBING | US | 73797646 | 04-May-89 | 1571751 | 19-Dec-89 | AS IP HOLDCO, LLC |
| PRODUCTS and Design | US | | | 1139443 | 9-Sep-90 | AS IP HOLDCO, LLC |
| GALLETO | US | 77344518 | 05-Dec-07 | 3636990 | 09-Jun-09 | AS IP HOLDCO, LLC |
| GIBRALTAR | US | | | 726432 | 16-Jan-62 | AS IP HOLDCO, LLC |
| GLANCE | US | 78213456 | 11-Feb-03 | 2924205 | 01-Feb-05 | AS IP HOLDCO, LLC |
| GREEN TEA | US | 77142317 | 28-Mar-07 | 3463492 | 08-Jul-08 | AS IP HOLDCO, LLC |
| H2OPTION | US | 77626252 | 04-Dec-08 | 3857532 | 5-Oct-2010 | AS IP HOLDCO, LLC |
| HAMPTON | US | 75872032 | 16-Dec-99 | 2398089 | 24-Oct-00 | AS IP HOLDCO, LLC |
| HARTSHORNE | US | 77923693 | 29-Jan-10 | | | AS IP HOLDCO, LLC |
| HARWICH | US | | | 1699778 | 7-Jul-92 | AS IP HOLDCO, LLC |
| HATTERAS | US | 78190589 | 03-Dec-02 | 2799452 | 23-Dec-03 | AS IP HOLDCO, LLC |
| HIGHGROVE | US | 77755049 | 09-Jun-09 | | | AS IP HOLDCO, LLC |
| HOMESTEAD | US | 78551691 | 21-Jan-05 | 3155099 | 10-Oct-06 | AS IP HOLDCO, LLC |
| HOSTESS | US | 73798937 | 10-May-89 | 1570797 | 12-Dec-89 | AS IP HOLDCO, LLC |
| | _ | 1.00 | | | | |
| HURON | us | 77912747 | 15-Jan-10 | | | AS IP HOLDCO, LLC |
| ILLUME | US | 77109155 | 16-Feb-07 | 3423739 | 06-May-08 | AS IP HOLDCO, LLC |
| ILLOWIL | | 11.100.100 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | |
| INNSBROOK | us | 77817180 | 01-Sep-09 | 3771440 | 06-Apr-10 | AS IP HOLDCO, LLC |
| INSTANTO | US | 73807876 | 19-Jun-89 | 1581371 | 06-Feb-90 | AS IP HOLDCO, LLC |
| INTERMEZZO | us | 74245991 | 13-Feb-92 | 1723582 | 13-Oct-92 | AS IP HOLDCO, LLC |
| JETBROOK | US | 73798931 | 10-May-89 | 1569528 | 05-Dec-89 | AS IP HOLDCO, LLC |
| JUBILEE | US | 73790931 | 10-IVIAY-03 | 1188546 | 2-Feb-82 | AS IP HOLDCO, LLC |
| | US | 77837935 | 30-Sep-09 | 11000-10 | 210002 | AS IP HOLDCO, LLC |
| KARO LADONIA | US | 77754176 | 08-Jun-09 | 3838968 | 24-Aug-2010 | AS IP HOLDCO, LLC |
| LAKELAND | US | 78196894 | 20-Dec-02 | 2788919 | 02-Dec-03 | AS IP HOLDCO, LLC |
| LAKESHIRE | US | 77923644 | 29-Jan-10 | 2,333.0 | | AS IP HOLDCO, LLC |
| LANSING | US | 77923674 | 29-Jan-10 29-Jan-10 | | | AS IP HOLDCO, LLC |
| LEVAGGI | US | 77344549 | 05-Dec-07 | 3636991 | 09-Jun-09 | AS IP HOLDCO, LLC |
| LIFETIME | US | 78817630 | 17-Feb-06 | 3541940 | 02-Dec-08 | AS IP HOLDCO, LLC |
| LIVINGSTON | US | 77923634 | 29-Jan-10 | 55775.0 | 12 200 00 | AS IP HOLDCO, LLC |
| LOFT | US | 78184561 | 13-Nov-02 | 2803783 | 06-Jan-04 | AS IP HOLDCO, LLC |
| | | 77666996 | 10-Feb-09 | 3871074 | 2-Nov-2010 | AS IP HOLDCO, LLC |
| LOURDES | US | - | | | 05-Dec-89 | AS IP HOLDCO, LLC |
| LUCERNE | US | 73798932 | 10-May-89 | 1569529 | 00-060-03 | AS IP HOLDCO, LLC |
| LUCIA | US | 85022902 | 26-Apr-10 | | | |
| LXP | US | 85187237 | 30-Nov-10 | I | l | AS IP HOLDCO, LLC |

| STEDrademark e. C | M. 3 | Applications | a Filela. | Registration | Registration | |
|---------------------------------------|------------------|--------------|-----------|--------------|--------------|-------------------|
| Names 1 | C ountry? | Number | Date | Number! - | Date | Owners 333 |
| LYNBROOK | us | 73798926 | 10-May-89 | 1569526 | 05-Dec-89 | AS IP HOLDCO, LLC |
| MAINSTREAM | US | 77540666 | 06-Aug-08 | 3610250 | 21-Apr-09 | AS IP HOLDCO, LLC |
| MARQUEE | US | 77837990 | 30-Sep-09 | | | AS IP HOLDCO, LLC |
| MOLDED STONE | US | | | 778053 | 6-Oct-64 | AS IP HOLDCO, LLC |
| MONARCH | US | 77576353 | 23-Sep-08 | 3815158 | 06-Jul-10 | AS IP HOLDCO, LLC |
| MONOGLIDE | US | 85169954 | 05-Nov-10 | | | AS IP HOLDCO, LLC |
| MONTEREY | US | | | 726433 | 16-Jan-62 | AS IP HOLDCO, LLC |
| MONTERREY | US | 75001724 | 04-Oct-95 | 1999936 | 10-Sep-96 | AS IP HOLDCO, LLC |
| NEOLO | US | 73807878 | 19-Jun-89 | 1590739 | 10-Apr-90 | AS IP HOLDCO, LLC |
| NIGHTINGALE | US | 85169975 | 05-Nov-10 | | | AS IP HOLDCO, LLC |
| NOSTALGIA | US | | | 1928290 | 17-Oct-95 | AS IP HOLDCO, LLC |
| OUTREACH | US | 77754110 | 08-Jun-09 | 3038967 | 24-Aug-2010 | AS IP HOLDCO, LLC |
| OVAL HORIZON | US | 73825359 | 14-Sep-89 | 1589863 | 03-Apr-90 | AS IP HOLDCO, LLC |
| OVATION | US_ | 73807879 | 19-Jun-89 | 1604500 | 03-Jul-1990 | AS IP HOLDCO, LLC |
| PARKHURST | US | 77923618 | 29-Jan-10 | | | AS IP HOLDCO, LLC |
| PEDESTAL-TO-GO | US | | | 2840445 | 11-May-04 | AS IP HOLDCO, LLC |
| PEKOE | US | 77692561 | 17-Mar-09 | 3683160 | 15-Sep-09 | AS IP HOLDCO, LLC |
| PELHAM | us | 77923658 | 29-Jan-10 | | | AS IP HOLDCO, LLC |
| PERFORMANCE DESIGNED AROUND YOU | us | 77953997 | 09-Mar-10 | | | AS IP HOLDCO, LLC |
| PERMA-MAT | US | | | 821876 | | AS IP HOLDCO, LLC |
| PILOT | US | 72291573 | | 864461 | 4-Feb-69 | AS IP HOLDCO, LLC |
| PORTSMOUTH | US | 77793259 | 30-Jul-09 | | | AS IP HOLDCO, LLC |
| POWERWASH | US | 77683917 | 05-Mar-09 | | | AS IP HOLDCO, LLC |
| PRIMAVERA | МХ | | | 490897 | 03-May-95 | ELJER, INC. |
| PRINCETON | US | 73728043 | 12-May-88 | 1542401 | 06-Jun-89 | AS IP HOLDCO, LLC |
| PRIOLO | US | 77589204 | 09-Oct-08 | 3684666 | 15-Sep-09 | AS IP HOLDCO, LLC |
| QUENTIN | US | 77793203 | 30-Jul-09 | | | AS IP HOLDCO, LLC |
| RATTAN | US | 78822571 | 24-Feb-06 | 3486357 | 12-Aug-08 | AS IP HOLDCO, LLC |
| RAVENNA | US | 78408881 | 27-Apr-04 | 3046967 | 17-Jan-06 | AS IP HOLDCO, LLC |
| RELIANT + | US | 78738953 | 24-Oct-05 | 3148553 | 26-Sep-06 | AS IP HOLDCO, LLC |
| RELIANT 3 | US | 78799324 | 25-Jan-06 | 3386614 | 19-Feb-08 | AS IP HOLDCO, LLC |
| RETROSPECT | US | 78228027 | 20-Mar-03 | 2890365 | 28-Sep-04 | AS IP HOLDCO, LLC |
| RIDGLEY | US | 85022886 | 26-Apr-10 | | | AS IP HOLDCO, LLC |
| RIGHT HEIGHT | US | 77491738 | 05-Jun-08 | 3560894 | 13-Jan-09 | AS IP HOLDCO, LLC |
| RIGHT WIDTH | US | 77662892 | 04-Feb-09 | | | AS IP HOLDCO, LLC |
| RISE AND SHINE | US | 78187839 | 21-Nov-02 | 2769342 | 30-Sep-03 | AS IP HOLDCO, LLC |
| ROMA GOLD | US | 73786729 | 14-Mar-89 | 1566997 | 21-Nov-89 | AS IP HOLDCO, LLC |
| ROXALYN | US | 73798928 | 10-May-89 | 1569527 | 05-Dec-89 | AS IP HOLDCO, LLC |
| SAFFRON | us | 77678194 | 25-Feb-09 | | | AS IP HOLDCO, LLC |
| SALEM | us | 73159276 | 21-Feb-78 | 1103825 | 10-Oct-78 | AS IP HOLDCO, LLC |
| SANYMETAL | US | | | 801191 | 4-Jan-66 | AS IP HOLDCO, LLC |
| SAPHO | US | 78266507 | 24-Jun-03 | 2834686 | 20-Apr-04 | AS IP HOLDCO, LLC |
| SAVER | US | 85187275 | 30-Nov-10 | | | AS IP HOLDCO, LLC |
| SAVINA | US | 77662144 | 03-Feb-09 | 3751339 | 23-Feb-10 | AS IP HOLDCO, LLC |

| Trademark - 22 | Philips Philips | Application | pa File ca | Registration | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
|----------------------------|--------------------|-------------|------------------------|-------------------|-----------------------|---------------------------------------|
| A SHEET Name of the Second | - | Number 25 | | Number 1 | | * Managowier waters |
| SAVONA | US | 75323628 | 14-Jul-97 | 2185799 | 01-Sep-98 | AS IP HOLDCO, LLC |
| SEAGULL and Design | US | | | 1062703 | 5-Apr-77 | AS IP HOLDCO, LLC |
| SERIN | US | 77792050 | 29-Jul-09 | 3874539 | 9-Nov-2010 | AS IP HOLDCO, LLC |
| SERV-A-SINK and Design | US | | | 788648 | 27-Apr-65 | AS IP HOLDCO, LLC |
| SHEFFIELD | US | 77754981 | 09-Jun-09 | 0000400 | 4 5 - 5 - 05 | AS IP HOLDCO, LLC |
| SHOWERITE | US | | | 2922433 | 1-Feb-05 | AS IP HOLDCO, LLC |
| SHOWER-TO-GO | US | 74470400 | 47 1 04 | 2591802 | 9-Jul-02 | AS IP HOLDCO, LLC |
| SILHOUETTE | US | 74176468 | 17-Jun-91 | 1686262 551814 | 12-May-92 4-Dec-51 | AS IP HOLDCO, LLC AS IP HOLDCO, LLC |
| SKIPPER | US | 77002024 | 26 Jan 07 | | 24-Jun-08 | AS IP HOLDCO, LLC |
| SKYLINE | US | 77092224 | 26-Jan-07 03-Mar-09 | 3454596 | 7-Dec-2010 | AS IP HOLDCO, LLC |
| SMOOTH AIR | US | 77682449 | · · | 3887057 | | AS IP HOLDCO, LLC |
| SOLAR | US | 73159298 | 21-Feb-78 | 1102053 | 12-Sep-78 | AS IP HOLDCO, LLC |
| SOMERVILLE | US | 77797304 | 05-Aug-09 | 1602119 | 19-Jun-90 | AS IP HOLDCO, LLC |
| SOTTINI | US | 73838198 | 13-Nov-89 | 1602118 | 18-Mar-08 | AS IP HOLDCO, LLC |
| SPEED CONNECT | US | 78753426 | 14-Nov-05 | 3399676 | TO-War-UO | AS IP HOLDCO, LLC |
| STANDARD STANDARD | US | 77723803 | 28-Apr-09 | | | AS IF HOLDCO, LLC |
| COLLECTION | US | 78171005 | 04-Oct-02 | 2766858 | 23-Sep-03 | AS IP HOLDCO, LLC |
| STANDARD COLLECTION | US | 78232315 | 01-Apr-03 | 2880413 | 31-Aug-04 | AS IP HOLDCO, LLC |
| STAN-SURE | US | 72299748 | 05-Jun-68 | 866725 | 18-Mar-69 | AS IP HOLDCO, LLC |
| STRATFORD | US | 78100992 | 04-Jan-02 | 2884039 | 14-Sep-2004 | AS IP HOLDCO, LLC |
| STRATUS | US | 77813932 | 27-Aug-09 | | | AS IP HOLDCO, LLC |
| STUDIO | US | 77449603 | 16-Apr-08 | 3632768 | 02-Jun-09 | AS IP HOLDCO, LLC |
| STUDIO CARRÉ | us | 77664800 | 06-Feb-09 | | | AS IP HOLDCO, LLC |
| STYLE THAT WORKS | | 77005000 | 46.0-4.07 | 2502402 | 42 lon 00 | AS IP HOLDCO, LLC |
| BETTER STYLE THAT WORKS | US | 77305003 | 16-Oct-07 | 3562182 | 13-Jan-09 | AS IF HOLDCO, LLC |
| BETTER | CA | 148206900 | 21-May-10 | | | AS IP HOLDCO, LLC |
| SUREFLUSH | US | | | 3006280 | 11-Oct-05 | AS IP HOLDCO, LLC |
| TAMARAC | US | 74666582 | 21-Apr-95 | 2049722 | 01-Apr-97 | AS IP HOLDCO, LLC |
| TAMARAC | US | 74666581 | 21-Apr-95 | 2049721 | 01-Apr-97 | AS IP HOLDCO, LLC |
| TAMARAC | US | 74666580 | 21-Apr-95 | 2042367 | 04-Mar-97 | AS IP HOLDCO, LLC |
| TAMARAC | US | 74666579 | 21-Apr-95 | 2049720 | 01-Apr-97 | AS IP HOLDCO, LLC |
| TETSU | US | 78858496 | 11-Apr-06 | 3552014 | 23-Dec-08 | AS IP HOLDCO, LLC |
| TITAN | US | 77682944 | 04-Mar-09 | 3683034 | 15-Sep-09 | AS IP HOLDCO, LLC |
| TOCETO | US | 77344595 | 05-Dec-07 | 3696449 | 13-Oct-09 | AS IP HOLDCO, LLC |
| TOILET-TO-GO | US | | | 2365531 | 11-Jul-00 | AS IP HOLDCO, LLC |
| TOWNSEND | US | 78817605 | 17-Feb-06 | 3259544 | 03-Jul-07 | AS IP HOLDCO, LLC |
| TOWNSEND | US | 77025866 | 20-Oct-06 | 3436779 | 27-May-08 | AS IP HOLDCO, LLC |
| TRIBOR | US | 73798923 | 10-May-89 | 1571753 | 19-Dec-89 | AS IP HOLDCO, LLC |
| TRIUMPH | US | 78665325 | 07-Jul-05 | 3235059 | 24-Apr-07 | AS IP HOLDCO, LLC |
| TRIUMPH | US | 78702533 | 29-Aug-05 | 3410513 | 08-Apr-08 | AS IP HOLDCO, LLC |
| TROPIC | US | 78799246 | 25-Jan-06 | 3309426 | 09-Oct-07 | AS IP HOLDCO, LLC |
| TUDOR | US | 78822599 | 24-Feb-06 | 3529186 | 04-Nov-08 | AS IP HOLDCO, LLC |
| TUF-FLOOR | US | | | 1415013 | 28-Oct-86 | AS IP HOLDCO, LLC |
| U.S. PLUMBING INC. | US | 73767329 | 05-Dec-88 | 1583128 | 13-Feb-90 | AS IP HOLDCO, LLC |

| 10 MAC Frademark 2008 Name 1 | Country | Application Number | Datese | Registration | Registration Date | owies - 1 |
|---------------------------------|---------|-----------------------|------------|--------------|----------------------|-------------------|
| ULTRABRASS | US | 74392827 | 20-May-93_ | 1871885 | 03-Jan-95 | AS IP HOLDCO, LLC |
| ULTRABRASS | US | 74392780 | 20-May-93 | 1881480 | 28-Feb-95 | AS IP HOLDCO, LLC |
| UNIVERSAL-RUNDLE | US | | | 978416 | 12-Feb-74 | AS IP HOLDCO, LLC |
| VANETTE | US | 73807877 | 19-Jun-89 | 1581372 | 06-Feb-90 | AS IP HOLDCO, LLC |
| VENETO | US | 78146627 | 23-Jul-02 | 2724317 | 10-Jun-03 | AS IP HOLDCO, LLC |
| VENETO II | US | 77752171 | 04-Jun-09 | 3715252 | 24-Nov-09 | AS IP HOLDCO, LLC |
| VERSA | US | 85026232 | 29-Apr-10 | | | AS IP HOLDCO, LLC |
| VERSALAV | US | 85022823 | 26-Apr-10 | | | AS IP HOLDCO, LLC |
| VERTISPA | US | 78339561 | 11-Dec-03 | 2974285 | 19-Jul-05 | AS IP HOLDCO, LLC |
| VIRTUOSO | US | 74120410 | 04-Dec-90 | 1695940 | 23-Jun-92 | AS IP HOLDCO, LLC |
| WARREN PLATNER | US | 73798929 | 10-May-89 | 1577626 | 16-Jan-90 | AS IP HOLDCO, LLC |
| WASHBROOK | US | 77806023 | 17-Aug-09 | 3827182 | 03-Aug-2010 | AS IP HOLDCO, LLC |
| WHISPERGLIDE | US | 78543675 | 07-Jan-05 | 3163794 | 24-Oct-06 | AS IP HOLDCO, LLC |
| WHITFIELD | US | 77369574 | 11-Jan-08 | 3529449 | 04-Nov-08 | AS IP HOLDCO, LLC |
| ZEN | US | 78426783 | 28-May-04 | 3669413 | 18-Aug-09 | AS IP HOLDCO, LLC |

| STATE REGISTERED | | | | | | |
|------------------|----------------|-----------------------|--|--|--|--|
| Trademark | Registration | Date of | Owner/Chain of title Issues | | | |
| 11-27 | Number | Issuance/Registration | All the second of the second o | | | |
| American | Pennsylvania | n/a | AS IP Holdco, LLC | | | |
| Standard | n/a | | | | | |
| | | | | | | |
| American | Georgia | 8/30/1967 | AS IP Holdco, LLC | | | |
| Standard | T80 | | | | | |
| American | Georgia | 10/20/ 1958 | AS IP Holdco, LLC | | | |
| Standard | T81 | | | | | |
| American | Indiana | 10/22/1958 | AS IP Holdco, LLC | | | |
| Standard | 500597 | | | | | |
| American | Louisiana | 10/22/1958 | AS IP Holdco, LLC | | | |
| Standard | n/a | | | | | |
| American | Maryland | 10/24/1978 | AS IP Holdco, LLC | | | |
| Standard | 785194 | | | | | |
| American | Maryland | 5/12/1977 | AS IP Holdco, LLC | | | |
| Standard | 775107 | | | | | |
| American | Minnesota | 5/8/1968 | AS IP Holdco, LLC | | | |
| Standard | 3443 | | | | | |
| American | New | 5/2/1968 | AS IP Holdco, LLC | | | |
| Standard | Hampshire | | | | | |
| | n/a | | | | | |
| American | New | 10/27/1958 | AS IP Holdco, LLC | | | |
| Standard | Hampshire | | | | | |
| | n/a | | | | | |
| American | New York | 5/17/1968 | AS IP Holdco, LLC | | | |
| Standard | R11384 | | | | | |
| American | North Carolina | 5/30/1968 | AS IP Holdco, LLC | | | |
| Standard | 55 | | | | | |

| American | North Carolina | 5/30/1968 | AS IP Holdco, LLC |
|---------------|----------------|------------|-------------------|
| Standard | 53 | | |
| American | North Dakota | 5/3/1968 | AS IP Holdco, LLC |
| Standard | 5105100 | | |
| American | Virginia | 10/20/1958 | AS IP Holdco, LLC |
| Standard | n/a | | |
| American | Ohio | 7/2/1987 | AS IP Holdco, LLC |
| Standard Inc. | 5532 | | |
| American | Ohio | 6/1/1988 | AS IP Holdco, LLC |
| Standard Inc. | 3274 | | |
| American- | Florida | 5/21/1957 | AS IP Holdco, LLC |
| Standard | 909128 | | |
| American- | North Dakota | 5/22/1957 | AS IP Holdco, LLC |
| Standard | 5103300 | | |
| Eurocast | California | n/a | AS IP Holdco, LLC |
| | 94441 | | · |
| American | Puerto Rico | 9/30/2003 | AS IP Holdco, LLC |
| Standard | 54098 | | |
| American | Puerto Rico | 9/30/2003 | AS IP Holdco, LLC |
| Standard | 54099 | | |