

## 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
United States Pipe and Foundry Company, LLC		04/01/2012	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	Mueller International, LLC		
Street Address:	1200 Abernathy Road, N.E.		
Internal Address:	Suite 1200		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2829924	U.S. PIPE	
Registration Number:	3457460	USP	
CORRESPONDENCE DATA			
Fax Number:	4045727134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404 572 4600		
Email:	trademarks@kslaw.com,efox@kslaw.com,vbantug@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14353.104002 US PIPE ASGT		
NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal		

Signature:	/Vicky R. Bantug/
Date:	04/19/2013
Total Attachments: 3 source=USPIPE Asgt to MILLC #page1.tif source=USPIPE Asgt to MILLC #page2.tif source=USPIPE Asgt to MILLC #page3.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") dated April 1, 2012 is made and delivered by United Stated Pipe and Foundry Company, LLC, an Alabama limited liability company, ("Assignor"), for the benefit of Mueller International, LLC, a Delaware limited liability company ("Assignee"), in connection with that certain Purchase Agreement, dated as of March 7, 2012, by and among Assignee, Assignor, and certain other parties thereto (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Assignor is the record owner of and has certain right, title, and interest in, to, and under the registered and unregistered servicemarks, trademarks, tradenames (subject to the restrictions herein) and underlying common law rights listed on Exhibits A hereto and incorporated herein by reference for use on and in connection with hydrants and valves (all of the foregoing being referred to herein as the "Marks"); and

WHEREAS, Assignee desires to acquire the Marks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, convey, assign, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Marks throughout the world, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made; and

FURTHER, Assignor hereby covenants and agrees, at the reasonable written request of Assignee, without further consideration, to promptly execute and deliver, or cause to be executed and delivered, to Assignee such assignments, bills of sale, consents, and other instruments, in form and substance reasonably satisfactory to Assignee, and take all such other actions required to effectively transfer to and vest in Assignee, and to put Assignee in possession of, the Marks.

FURTHER, Assignee agrees to include the word or words valve and/or hydrant with the Marks whenever the Marks are used as tradenames, entity names, or fictional business names.

This Assignment may be executed in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

**ASSIGNOR:**

United States Pipe and Foundry Company, LLC, an Alabama limited liability company

By: *E L Hart*  
Name: Evan L. Hart  
Title: CEO

**ASSIGNEE:**

Mueller International, LLC, a Delaware limited liability company

By: *G E Hyland*  
Name: Gregory E. Hyland  
Title: Chairman, President and CEO

EXHIBIT A – U.S. Rights

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>
1. U.S. PIPE	US	2829924
2. U.S. PIPE	Common-law (for use on and in connection with hydrants and valves)	
3. USP	US	3457460
4. USP	Common-law (for use on and in connection with hydrants and valves)	



5.	Common Law (for use on and in connection with hydrants and valves)	
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