

08-17-2000

Substitute Form PTO-1594
Attorney Docket No.: 04216-015001

F



HEET

101435034

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party:
Watts Regulator Co.

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation—State of **Massachusetts**
 Other _____

Additional name(s) attached? Yes No

2. Name and address of receiving party:
Webster Valve, Inc.
South Main Street
P.O. Box 6431
Franklin, New Hampshire 03235

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation—State of **New Hampshire**
 Other _____

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

Additional names/addresses attached? Yes No

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other: _____

Execution Date: **October 18, 1999**

4. Application number(s) or trademark number(s):
 A. Trademark Application No(s): _____
 B. Trademark Registration No(s):
See attached list

Additional numbers attached? Yes No

5. Name/address of party to whom correspondence concerning document should be mailed:
Timothy A. French, Esq.
Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110-2804

6. Total number of applications and registrations involved: **26**

7. Total fee (37 CFR §3.41): **\$665**
 Enclosed
 Authorized to charge Deposit Account.

8. Deposit Account No.: **06-1050**
 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050, Order No. 04216-015001.

DO NOT USE THIS SPACE

9. Statement and Signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

Timothy A. French
Name of Person Signing

Signature

July 20, 2000
Date

Total number of pages including cover sheet, attachments, and document: 14

01 FC:481
02 FC:482

40.00
025.00

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. **EL485680695US**

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee with sufficient postage on the date indicated below and is addressed to BOX ASSIGNMENT, Commissioner of Patents, Washington, DC 20231.

7-20-2000 **Samantha Bell**
Date of Deposit Signature Typed Name of Person Signing Certificate

TRADEMARK
REEL: 002120 FRAME: 0864

Attachment to Recordation Sheet

Name of Conveying Party:
Watts Regulator Co.

Name of Receiving Party:
Webster Valve, Inc.

Trademark Registration Nos.

560,044
572,947
580,899
583,267
619,323
640,893
682,074
703,443
705,449
808,856
883,648
904,155
912,279
932,171
934,895
938,061
951,881
958,134
975,916
976,228
1,308,620
1,729,151
1,929,208
1,937,852
1,997,806
2,229,480

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT made as of this 18th day of October, 1999 by and between Watts Regulator Company (hereinafter "Assignor") and Webster Valve, Inc. (hereinafter "Assignee");

WHEREAS, Assignor has developed and has exclusive ownership in and to all patents and applications for patents everywhere in the world, including all reissues, divisions, continuations, continuations-in-part, reexaminations, and extensions thereof as set forth on Schedule A attached hereto and made a part hereof (hereinafter the "Patents");

WHEREAS, Assignor has exclusive ownership in and to certain trademarks, corporate names, trade names, assumed names, service marks and names, including common law trademarks and service marks, registered trademarks and service marks, and applications for trademarks and service marks everywhere in the world and all related goodwill, including, but not limited to, the trademarks, service marks and trade names set forth on Schedule B attached hereto and made a part hereof (hereinafter the "Trademarks");

WHEREAS, Assignor has developed and has exclusive ownership in and to certain inventions, ideas, concepts, discoveries, including those now conceived, but yet to be reduced to practice, whether or not patentable or subject to patent protection; formulas, processes, know-how, models, designs, protocols, techniques, research, plans, methods, schematics and other trade secrets, confidential or proprietary information (hereinafter the "Inventions");

WHEREAS, Assignor has exclusive ownership in and to certain works of authorship whether registered or subject to copyright protection; and all common law and registered copyrights whether or not published everywhere in the world (hereinafter the "Works of Authorship");

WHEREAS, Assignor has exclusive ownership in and to certain Internet domain names as set forth on Schedule C attached hereto and made a part hereof (hereinafter the "Internet Domain Names");

WHEREAS, Assignor has exclusive ownership in and to certain Internet web sites as set forth on Schedule D attached hereto and made a part hereof (hereinafter the "Internet Web Sites");

WHEREAS, Assignor is party to a Reorganization Agreement dated as of October 4, 1999 (the "Reorganization Agreement");

WHEREAS, Assignee wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest in and to the Patents, Trademarks and all related goodwill, Inventions, Works of Authorship, Internet Domain Names and Internet Web Sites, including all rights to sue and recover for past infringement or wrongful uses thereof; and

WHEREAS, the Assignor shall not retain or receive back from the Assignee any interest in any of the Patents, Trademarks, Inventions, Works of Authorship, Internet Domain Names or Internet Web Sites;

NOW, THEREFORE, Assignor does hereby contribute, assign, transfer and convey to Assignee all right, title and interest in and to the Patents, Trademarks and all related goodwill, Inventions, Works of Authorship, Internet Domain Names and Internet Web Sites, including all rights to sue and recover for past infringement or wrongful uses thereof; provided that the contribution, assignment, transfer and conveyance effected hereby, and the effective time hereof, shall conform to the sequential order of transactions described in Section 2 of the Reorganization Agreement.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor): (1) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering any of the Patents, Trademarks, Works of Authorship or Domain Names; (2) in the prosecution or defense of any opposition, interference, infringement suit, or other proceeding that may arise in connection with any of the Patents, Trademarks, Works of Authorship or Domain Names, including testifying as to any facts relating to the Patents, Trademarks, Works of Authorship, Domain Names or this Assignment; (however, in the event of any opposition, interference, infringement suit, or other proceeding that may arise in connection with the Patents, Trademarks, Works of Authorship, Domain Names or this Assignment, Assignee agrees to bear the entire cost thereof and shall be entitled to retain the entire amount of any recovery or settlement. Assignor may, if it so desires, also be represented by counsel of its own selection, the fees for which counsel shall be paid by Assignor); and (3) in the implementation or perfection of this Assignment;

To have, hold and enjoy the same to the Assignee and/or its successors, assigns or other ~~legal representatives~~ to its and their own use as fully and entirely as the same might have been held and enjoyed by the Assignor if no assignment thereof had been made;

[Bottom of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the last date of the signatures below:

WATTS REGULATOR COMPANY

By [Signature]

Name: Kenneth J. McAvoy

Title: Vice President-Finance

WITNESS: [Signature]

Name: KRISTINE E. MARVIN

Title: ATTORNEY

STATE OF MASSACHUSETTS)

COUNTY OF SUFFOLK) SS:

On this 18th day of October, 1999 Kenneth J. McAvoy personally appeared before me and stated that he is Vice President of Finance and acknowledged that he executed the above instrument as the act and deed of Kenneth J. McAvoy for the purpose therein set forth.

[Signature]
Notary Public

Woodwin Procter & Hoar LLP
Address

My Commission Expires: June 25, 2004

Exchange Place, Boston, MA 02109

WEBSTER VALVE, INC.

By [Signature]

Name: Kenneth J. McAvoy

Title: Vice President-Finance

WITNESS: [Signature]

Name: KRISTINE E. MARVIN

Title: ATTORNEY

STATE OF MASSACHUSETTS)

) SS:

COUNTY OF SUFFOLK)

On this 18th day of October, 1999 Kenneth J. McAvoy personally appeared before me and stated that he is Vice President of Finance and acknowledged that he executed the above instrument as the act and deed of Kenneth J. McAvoy for the purpose therein set forth.

[Signature]
Notary Public

Continuum Property Holders LLP
Address

My Commission Expires: June 15, 2004

Exchange Place, Boston, MA 02109

SCHEDULE A

WATTS Regulator Company / Patents

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL #</u>	<u>PATENT #</u>
Gasketed Pipe Union	United States	573,848	4,586,735
Gasketed Pipe Union	Canada	506660	1223909
Steam-Metering Method and Apparatus	Canada	488548	1239682
Steam Injection Water Heater	United States	055,010	4,732,712
Regulating Valve	United States	753,189	4,648,553
Thermostatic Steam Trap With Self-Centering Valve	United States	06/896,054	4,679,727
Check Valve Assembly with Removable Seat	United States	596,508	5,056,548
Valve Seat Retraction Method and Apparatus	United States	938,150	4,718,444
Eccentric Segmented Ball Valves	United States	07/088,576	4,822,000
Ball Valve	Japan	336712/87	1924119
Valve With Metallic Bellows Valve Stem Seal	United States	465,492	4,976,403
Valve Stem Packing Structure	United States	522,104	5,056,758

SCHEDULE B

WATTS Regulator Company/Trademarks

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
Aeroflow	Benelux	829756	552446
Aeroflow	Canada	758608	482986
Aeroflow	Denmark	VA 04.617 19	VR 03.752.19
Aeroflow	France	94528320	94528320
Aeroflow	Germany	W46286/6WZ	2904550
Aeroflow	Japan	669280	PENDING
Aeroflow	Japan	6-69281	3341570
Aeroflow	Mexico	205270	PENDING
Aeroflow	Mexico	205269	497146
Aeroflow	South Korea	26830/1994	339205
Aeroflow	South Korea	26831/1994	327926
Aeroflow	Sweden	9406901	325330
Aeroflow	Taiwan	83045539	00674980
Aeroflow	United Kingdom	1576979	B1576979
Aeroflow	United Kingdom	1576978	B1576978
Aeroflow	United States	74/479,663	1,997,806
Celtron	United States	72/314,878	883,648
Hale	United States	72/366,663	912,279
Hale	United States	74/151,308	1,729,151

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
KF & Design	Benelux	833784	562524
KF & Design	China	94094302	858300
KF & Design	Denmark	6,402/94	7,840/94
KF & Design	France	94536068	94536068
KF & Design	Germany	W 46 697/6	2902459
KF & Design	Indonesia	16,977	354221
KF & Design	Indonesia	16,976	349747
KF & Design	Italy	TO94C00445	684661
KF & Design	Malaysia	9813109	PENDING
KF & Design	Malaysia	9813108	PENDING
KF & Design	Norway	945112	174099
KF & Design	Singapore	7984/94	PENDING
KF & Design	Singapore	7983/94	PENDING
KF & Design	Thailand	272183	KOR45256
KF & Design	Thailand	272182	40093
KF & Design	United Kingdom	1585058	1585058
KF & Design	United Kingdom	1585059	1585059
KF & Design	United States	74/501,104	1,937,852
KF (Block)	Benelux	833783	560408
KF (Block)	France	94536067	94536067
KF (Block)	Indonesia	16,974	350182
KF (Block)	Indonesia	16975	350534
KF (Block)	Italy	T094C002446	684662

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
KF (Block)	Norway	945111	176102
KF (Block)	United States	74/501,076	1,929,208
KF-Pibiviesse	United States	75/234,447	2,229,480
Les-Sonic	United States	72/441,034	976,228
Les-Sonic	United States	72/441,035	975,916
Les-Sonic	United States	462,588	1,308,620
Leslie	Benelux	-----	301540
Leslie	Canada	203593	33774
Leslie	Denmark	-----	056974
Leslie	Germany	N/A	891,211
Leslie	Italy	40099C71	609183
Leslie	Japan	N/A	1280119
Leslie	Mexico	-----	58852
Leslie	Norway	-----	REGISTERED
Leslie	Spain	-----	645185
Leslie	Sweden	-----	REGISTERED
Leslie	United States	72/376,926	958,134
Leslie & Design	United Kingdom	974488	974488
Leslie (Stylized)	United States	71/600,543	580,899
Leslie (Stylized)	United States	71/600,542	583,267
Leslie (Stylized)	United States	71/537,597	560,044
Leslie Airmate (Stylized)	United States	72/352,643	904,155
Leslie Airmate and Design	United States	72/365,227	932,171

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
Leslie and Design	France	-----	1,656,275
Leslie Eventemp	United States	72/387,174	951,881
Leslie Supertyfon	United States	72/365,226	934,895
Leslie Tyfon	United States	72/365,225	938,061
Leslie-Constantemp	Benelux	-----	301467
Leslie-Constantemp	Canada	-----	177,713
Leslie-Constantemp	Italy	-----	609185
Leslie-Constantemp	United Kingdom	-----	974489
Leslie-Constantemp	United States	72/209,868	808,856
Leslie-Spiroflex	United States	72/092,027	705,449
Leslie-Topper	United States	72/089,590	703,443
Lubrisoft	United States	64,417	684,455
Pulsar	Canada	-----	309,621
Seco	Mexico	345497	PENDING
Seco	United States	49,529	682,074
Series '80	Canada	-----	292,607
Spence	Canada	-----	175267
Spence	Mexico	345498	592420
Spence (Stylized)	United States	71/689,313	619,323
Spence and Design	Canada	-----	175268
Spence and Design	Mexico	345500	592422
Spence and Design	United States	71/689,312	640,893
Steam-Mate	Canada	224,969	REGISTERED

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
Steam-Mate	United States	67,161	1,045,836
Supertyfon	Canada	-----	167/42.6
Supertyfon and Design	United States	71/626,394	572,947
Watts-Pibiviesse	United States	75/234,441	ALLOWED

1 W

SCHEDULE C

Watts Regulator Company/Internet Domain Names

circor.net
circor.org
circor.com

SCHEDULE D

Watts Regulator Company/Internet Web Sites

<http://www.circor.net>
<http://www.circor.org>
<http://www.circor.com>

DOCSC\804823.1