



RECORDATION FORM COVER
TRADEMARKS ONLY

101504148

TO The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

10-19-00

- New
- Resubmission Document ID #
- Correction of PTO Error Reel # Frame #
- Corrective Document Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
- Change of Name Month Day Year
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Webster Valve, Inc.

Formerly

Execution Date
Month Day Year
10 18 1999

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization -- New Hampshire

Receiving Party

Mark if additional names of receiving attached

Name CIRCOR International, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 35 Corporate Drive

Address (line 2)

Address (line 3) Burlington MA 01803
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
 - Corporation
 - Other
 - Citizenship/State of Incorporation/Organization -- Delaware Corporation
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/02/2000 RANWED1 00000128 75750899

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

17

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)
75/750,899 75/606,275

Registration Number(s)

Number of Properties

Enter the total number of properties involved

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1700

Authorization to charge additional fees:

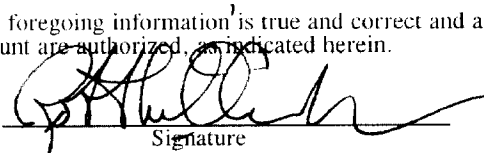
Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert M. O'Connell, Jr.
Name and Person Signing


Signature

10/19/00
Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT made as of this 18th day of October, 1999 by and between Watts Industries, Inc. (hereinafter "Assignor") and Watts Investment Company (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.

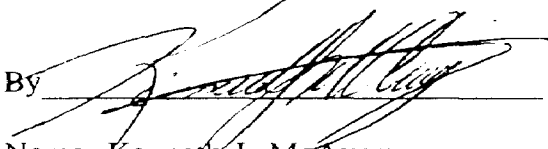
Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like 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;

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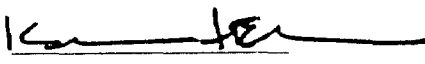
IN WITNESS WHEREOF, the Parties execute this Agreement as of the last date of the signatures below:

WATTS INDUSTRIES, INC.

By 

Name: Kenneth J. McAvoy

Title: Chief Financial Officer

WITNESS: 

Name: KRISTINE F. MARVIN

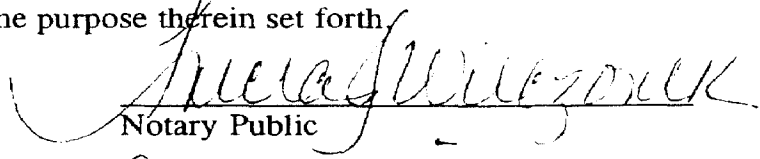
Title: ATTORNEY

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 Chief Financial Officer and acknowledged that he executed the above instrument as the act and deed of Kenneth J. McAvoy for the purpose therein set forth


Notary Public

Goodman, Procter & Hoar LLP
Address

My Commission Expires: June 25, 2004

53 State Street, Boston, MA 02109

WATTS INVESTMENT COMPANY

By [Signature]
Name: Kenneth J. McAvoy

Title: Chief Executive Officer

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 Chief Executive Officer 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

Goodwin, Procter & Hoar LLP
Address

My Commission Expires: June 15, 2004

53 State Street, Boston, MA
02109

SCHEDULE A

Watts Industries, Inc./Patents

NONE

SCHEDULE B

Watts Industries, Inc./Trademarks

NONE

SCHEDULE C

Watts Industries, Inc./Internet Domain Names

circor.net
circor.org
circor.com
buyplumbing.com
buy-plumbing.com
plumbbuy.com
plumbing-buy.com
plumbingbuy.com
plumbuy.com
wattsind.com
wattscanada.com
wattsdrainage.com
wattsreg.com
wattsregulator.com
watts-regulator.com

SCHEDULE D

Watts Industries, Inc./Internet Web Sites

<http://www.circor.net>
<http://www.circor.org>
<http://www.circor.com>
<http://www.buyplumbing.com>
<http://www.buy-plumbing.com>
<http://www.plumbbuy.com>
<http://www.plumbing-buy.com>
<http://www.plumbingbuy.com>
<http://www.plumbuy.com>
<http://www.wattsind.com>
<http://www.wattscanada.com>
<http://www.wattsdrainage.com>
<http://www.wattsreg.com>
<http://www.wattsregulator.com>
<http://www.watts-regulator.com>

DOCSC\836589.1

CERTIFICATE

No. 196



For 500 *Shares*
Issued to

Watts Industries, Inc.

Dated October 23 1985

FROM WHOM TRANSFERRED

Watts Regulator Company

<i>Dated</i>	<i>October 23</i>	<i>1985</i>	No. ORIGINAL CERTIFICATE	No. ORIGINAL SHARES	No. OF SHARES TRANSFERRED
			1	500	500

Received CERTIFICATE No. 3
For 500 *Shares*
this 23rd *day of* October 1985

By:

Incorporated under the laws of the State of Delaware.



NO. 3

500 SHARES



Watts Industries, Inc.

Five Hundred (500)

is the owner of
Shares of the ~~Watts~~ *Watts* ~~Industries~~ *Industries* ~~Company~~ *Company*

Spence Engineering Company, Inc.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 23rd *day of* October 1985

[Signature]
Secretary

SHARES 500 per EACH

IRREVOCABLE STOCK POWER

KNOW ALL MEN BY THESE PRESENTS

That Watts Industries, Inc. *For Value Received*, have bargained, sold, assigned and transferred, and by these presents does bargain, sell, assign and transfer unto CIRCOR International, Inc. Five Hundred (500) shares of the Common Stock, par value \$1.00 per share, of **Spence Engineering Company, Inc.**, a Delaware corporation (the "Company"), standing in its name on the books of the Company represented by Certificate Number 3. The undersigned does hereby constitute and appoint Thomas J. White, Esq. true and lawful Attorney, IRREVOCABLY, for the undersigned and in the undersigned's name and stead to transfer the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, and to substitute one or more persons with like full power, hereby ratifying and confirming all that said Attorney or any such substitute or substitutes shall lawfully do by virtue hereof.

In Witness Whereof, the undersigned has executed this document on the 18th day of October, 1999.

WATTS INDUSTRIES, INC.

By: 

Name: Kenneth J. McAvoy

Title: Chief Financial Officer

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