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

<p>1. Name of conveying party: Watts Investment Company</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation—State of Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party: Watts Regulator Co. 815 Chestnut Street North Andover, Massachusetts 01845</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation—State of Massachusetts <input type="checkbox"/> Other _____</p> <p>If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: October 18, 1999</p>	<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No(s): 75/545,259</p> <p>B. Trademark Registration No(s):</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MRO 10-27-00</p>
<p>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</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.</p> <p>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.</p>
DO NOT USE THIS SPACE	
<p>9. Statement and Signature: <i>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.</i></p> <p>Timothy A. French _____ Name of Person Signing</p> <p> _____ Signature</p> <p>_____ October 27, 2000 _____ Date</p>	
Total number of pages including cover sheet, attachments, and document: 20	

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EL485680673US

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.

10-27-00
Date of Deposit

Victor J. Mahoney
Signature

Victor J. Mahoney
Typed Name of Person Signing Certificate

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

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

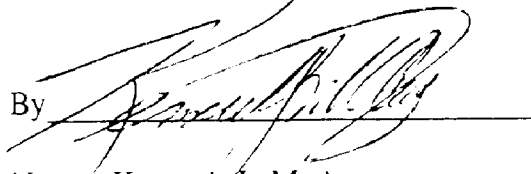
Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like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

By 

Name: Kenneth J. McAvoy

Title: Chief Executive Officer

WITNESS: 

Name: KRISTINE F. MARVIN

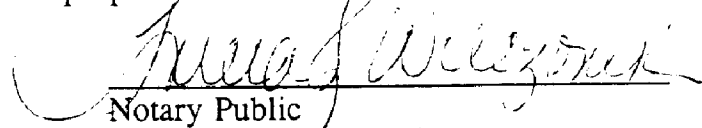
Title: ATTORNEY

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 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.



Notary Public

Madwin Proctor Hearl, LLP

Address

Exchange Place, Boston, MA 02109

My Commission Expires: June 25, 2004

WATTS REGULATOR COMPANY

By

[Handwritten Signature]

Name: Kenneth J. McAvoy

Title: Vice President-Finance

WITNESS:

[Handwritten Signature]

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 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.

[Handwritten Signature]
Notary Public

[Handwritten Signature]
Address

My Commission Expires:

[Handwritten Signature]
June 25, 2004

Exchange Place, Boston, MA 02109

SCHEDULE A**Watts Investment Company/ Patents**

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL #</u>	<u>PATENT #</u>
Water Flow Meter Resetter	United States	07/348,783	4,967,788
Tamperproof Coupling	United States	07/181,225	4,821,763
Toggle Linkage Check Valve	United States	07/644,434	5,072,753
Toggle Linkage Check Valve	United States	07/806,601	5,176,172
Toggle Linkage Check Valve	United States	07/821,623	5,236,009
Ball Valve Lock Plate	United States	07/554,693	5,052,655
Anti-Siphon Frost-Proof Water Hydrant	United States	07/555,920	5,029,603
Anti-Siphon Frost-Proof Water Hydrant	United States	07/721,934	5,129,416
Thermal Expansion Relief Arrangement For Closed Plumbing	United States	06/910,532	4,745,945
Piston Pressure-Type Vacuum Breaker	United States	07/643,750	5,125,429
Piston Pressure-Type Vacuum Breaker	Australia	10249/92	642374
Automatic Water Shut-Off Valve	United States	08/736,190	ALLOWED
Temperature Control Flow Valve	United States	07/755,657	5,161,737
Temperature Control Flow Valve	United States	07/973,265	5,341,987
Sewer Drain Trap Primer Valve	United States	07/986,792	5,287,877

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL #</u>	<u>PATENT #</u>
Backflow Preventer and Test Cock Assembly	United States	08/369,412	5,566,704
Backflow Preventer and Test Cock Assembly	Canada	2165047	PENDING
Safety Valve	United States	08/009,687	5,294,093
Tap Assembly Reciprocal Positioning Assembly	United States	08/011,325	5,280,877
Poppet Check Valve	United States	08/301,691	5,564,467
System of Plumbing For An Over-the Road Vehicle	United States	08/305,091	5,421,362
Flapper Check Valve	United States	08/680,216	5,855,224
Flapper Check Valve	United States	09/225,427	PENDING
System of Plumbing for Recreational Vehicles	United States	08/421,954	5,507,310
System of Plumbing for Recreational Vehicles	Canada	2157415	PENDING
Temperature-Sensitive Safety Valve Assembly	United States	08/633,902	5,642,859
Relief Valve	United States	09/106,271	5,931,190
Backflow Preventer Assembly	United States	09/093,678	ALLOWED
Fabricated Backflow Preventer Copper Head Valve	Australia	33952/99	PENDING
Fabricated Backflow Preventer Copper Head Valve	Canada	2274265	PENDING
Fabricated Backflow Preventer Copper Head Valve	Europe	99111148.5	PENDING

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL #</u>	<u>PATENT #</u>
Fabricated Backflow Preventer Copper Head Valve	Japan	11-161023	PENDING
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
Spool Valve	United States	06/397,414	4,469,131
Vacuum Breaker	United States	06/783,695	4,646,775
Conduit Coupling	United States	06/727,930	4,623,123
Ball Valve Assemblies	United States	09/189,658	ALLOWED
Ball Valve Assemblies	United States	09/395,329	PENDING
Valve Stem Extension	United States	09/318,877	PENDING
High Pressure Hose Drop Backflow/Back-Siphonage Preventers	United States	60/147,368	PENDING

SCHEDULE B

WATTS Investment 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
Illinois (Stylized)	United States	74/252,690	1,729,169
Illinois Design	Canada	707931	442697

<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
Phpro	Canada	888539	515749
Phpro	United States	75/545,259	PENDING
Pratt	China	9406357	1073439
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

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
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
Steam-Mate	United States	67,161	1,045,836
Supertyfon	Canada	-----	167/42.6
Supertyfon and Design	United States	71/626,394	572,947
Triton	China	94063578	844553
W & Globe Design	United Kingdom	1452367	B1452367
W & Globe Design	United Kingdom	N/A	1479844
W & Globe Design	United Kingdom	N/A	1479845
W & Globe Design	United Kingdom	-----	1451926
W Watts and Design	China	94063576	1153214
W Watts and Design	China	94086067	856789
Watts	Australia	498735	B498735
Watts	Australia	498734	B498734
Watts	Austria	AM 2,322/78	89,926
Watts	Benelux	625894	355354
Watts	China	94/086066	856788
Watts	China	94063574	848889
Watts	China	94063575	846489
Watts	Denmark	-----	04.399-1984
Watts	France	287204	1467772

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
Watts	Germany	W 28 806/11	984,006
Watts	Italy	T098C002615	369413
Watts	New Zealand	188585	B188585
Watts	New Zealand	188586	B188586
Watts	Norway	78.2467	120007
Watts	Portugal	200009	200009
Watts	Spain	888959	888959
Watts	Spain	888960	888960
Watts	Switzerland	N/A	299758
Watts	United States	71/565,982	563,758
Watts	United States	175,688	1,150,860
Watts	Venezuela	4728/78	97304-F
Watts and Triangle Design	Canada	155871	53571
Watts and Triangle Design	Canada	237669	120205
Watts and Triangle Design	Canada	237670	120206
Watts Globe Design	Portugal	302644	302644
Watts Globe Design	Portugal	302645	302645
Watts Industries, Inc. Spence and Design	Mexico	345499	592499
Watts Logo	Australia	548315	B548315
Watts Logo	Australia	548316	B548316
Watts Logo	Norway	N/A	151085
Watts Regulator & Design	Canada	673,276	426,097

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
Watts Regulator & Design	Israel	78638	78638
Watts Regulator & Design	Israel	78,637	78,637
Watts Regulator & Design	Japan	266/1991	2,702,545
Watts Regulator & Design	Spain	1609931	1609931
Watts Regulator & Design	Spain	1609932	1609932
Watts Regulator (Logo)	Austria	AM 55/91	136,053
Watts Regulator (Logo)	Benelux	71,167	496,802
Watts Regulator (Logo)	Denmark	VA 00.085 19	VR 05.321 19
Watts Regulator (Logo)	Finland	33/91	200958
Watts Regulator (Logo)	France	259043	1732854
Watts Regulator (Logo)	Germany	W 41 181/11	2,015,725
Watts Regulator-World Class Valves and Design	Italy	T091C000011	608601
Watts Regulator A Leader In Valve Technology	Japan	8366694	TRANSFER
Watts Regulator A Leader In Valve Technology	Japan	836671994	4290458
Watts Regulator A Leader In Valve Technology & Globe Design	Australia	B636470	B636470
Watts Regulator A Leader In Valve Technology & Globe Design	Australia	636471	B636471
Watts Regulator A Leader In Valve Technology & Globe Design	Austria	AM 3857/94	158862
Watts Regulator A Leader In Valve Technology & Globe Design	Benelux	77727	558005

<u>NAME</u>	<u>COUNTRY</u>	<u>APP. #</u>	<u>SERIAL #</u>
Watts Regulator A Leader In Valve Technology & Globe Design	Denmark	VA 06.268 19	VR 08.012 19
Watts Regulator A Leader In Valve Technology & Globe Design	France	94532660	94532660
Watts Regulator A Leader In Valve Technology & Globe Design	Germany	W 46 483/9	2094578
Watts Regulator A Leader In Valve Technology & Globe Design	Italy	T094C002179	684410
Watts Regulator A Leader In Valve Technology & Globe Design	United Kingdom	1502414	1582414
Watts Regulator A Leader In Valve Technology & Globe Design	United Kingdom	1582415	1582415 -
Watts Regulator A Leader In Valve Technology and Globe Design	Canada	763178	PENDING
Watts Regulator A Leader In Valve Technology and Globe Design	Finland	3923/94	205902
Watts Regulator A Leader In Valve Technology and Globe Design	Norway	945821	174623
Watts Regulator A Leader In Valve Technology Since 1874 & Device	New Zealand	207469	B207469
Watts Regulator A Leader In Valve Technology Since 1874 & Device	New Zealand	207470	B207470
Watts Regulator and Design	United States	379,821	1,310,823
Watts Regulator Device	Portugal	270362	270362
Watts Regulator Device	Portugal	270361	270361
Watts-Pibiviesse	United States	75/234,441	ALLOWED
World Class Valves & Device	Hong Kong	5611/1993	B05611/1993

NAME

COUNTRY

APP. #

SERIAL #

World Class Valves & Device

Hong Kong

65/1991

B5610/1993

SCHEDULE C

Watts Investment Company/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 Investment Company/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.plumbbuy.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>

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