

4/30/01

04-30-2001



101672179

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Conveying party(ies): Name: <u>ITT Manufacturing Enterprises, Inc.</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Receiving party(ies): Name: <u>ITT Industries, Inc.</u> Internal Address: Street Address: <u>4 West Red Oak Lane, White Plains, NY 10604</u></p> <p>Additional name(s) & address(es) 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 Execution Date: <u>January 30, 2001</u></p>	<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>4. Trademark application number(s) or Registration number(s):</p> <table border="0"> <tr> <td data-bbox="40 829 738 1123"> <p>A. Trademark Application No.(s) <u>75/893,439;</u> <u>75/894,521</u></p> </td> <td data-bbox="738 829 1421 1123"> <p>B. Trademark Registration No.(s) <u>1,431,013;</u> <u>819,075; 1,623,504;</u> <u>1,621,061; 1,709,891</u></p> </td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>A. Trademark Application No.(s) <u>75/893,439;</u> <u>75/894,521</u></p>	<p>B. Trademark Registration No.(s) <u>1,431,013;</u> <u>819,075; 1,623,504;</u> <u>1,621,061; 1,709,891</u></p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Hall, Priddy, Myers & Vande Sande</u> Attention: <u>Robert R. Priddy</u></p> <p>Internal Address: <u>Suite 200</u> Street Address: <u>10220 River Rd.</u> City: <u>Potomac</u> State: <u>MD</u> Zip: <u>20854</u></p>	<p>6. Total number of applications and registrations involved <u>[7]</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>280</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Deficiencies to be charged to deposit account</p> <p>8. Deposit Account No: <u>50-0555</u> (Attach duplicate copy of this page if paying by deposit account)</p>		

ASSIGNMENT OF PATENTS DIVISION APR 30 AM 9:57 2001

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 any attached copy is a true copy of the original document.

Joyce von Natzmer Person Signing Joyce v. Natzmer Signature 4/19/01 Date

Total number of pages comprising cover sheet: [11]

04/30/2001 10:00 AM 00000157 75893439

40.00 DP
150.00 DP
120.00 DP

01 FC:481
02 FC:482
03 FC:484

ASSIGNMENT OF MARKS

I. WHERAS, ITT Manufacturing Enterprises, Inc., a Delaware Corporation, whose address is 1105 New Market Street, Suite 1217, Wilmington, Delaware 19801, hereinafter referred to as Assignor, has acquired from Sanitaire Corporation (Sanitaire), a Delaware Corporation, of Brown Deer, Wisconsin, U.S.A., formerly known as Water Pollution Control Corporation (WPCC), by way of assignment, including, but not limited to the "Assignment of Intellectual Property Rights" executed between ITT Manufacturing Enterprises, Inc. and Sanitaire Corp. on December 31, 2000, all equitable and/or legal interests throughout the world in certain Intellectual Property Rights, Industrial Property and Related Arrangements.

For purposes of the present assignment, "Marks" shall include any and all registered or unregistered trademarks, service marks, trade names, trade dress and equivalents of any of the foregoing, any and all goodwill associated with any of the foregoing, and any and all bona fide intentions to use any of the foregoing, but only those transferred by Sanitaire to Assignor under said "Assignment of Intellectual Property Rights" between ITT Manufacturing Enterprises, Inc. and Sanitaire Corp. of December 31, 2000.

Industrial Property includes, for the purpose of this agreement, any and all of the following with respect to Marks, as above defined, throughout the world: trademark, service mark and trade name registrations and equivalents of any of these; applications for registration of any of the foregoing, including without limitation applications made under any international convention, treaty, agreement or other arrangement; all renewals, prolongations and revivals of any of the foregoing, priority rights with respect to any of the foregoing and the right to collect damages worldwide for past infringement or unauthorized use.

Related Arrangements include for the purpose of this agreement, without limitation and throughout the world, all rights under agreements and other arrangements or understandings relating to Marks, as defined herein, that Sanitaire had with third parties, including without limitation

those designed to lead to or result in the creation, acquisition, maintenance, protection, use or other action or non-action involving such Marks.

II. WHEREAS, ITT Industries, Inc., an Indiana Corporation whose address is 4 West Red Oak Lane, White Plains, NY 10604, hereinafter referred to as Assignee, is desirous of acquiring any and all Marks, as well as any and all related Industrial Property and all Related Arrangements pertaining to Marks as defined herein that were transferred to Assignor by Sanitaire, including without limitation those specified above and in the Appendix, all of which Marks, related Industrial Property and Related Arrangements are referred to hereinafter as "Property".

III. WHEREAS, it is the established and continuing policy of Assignor to establish, monitor, control and maintain standards with respect to the nature and quality of the goods and services related to marks which it holds for use by itself and/or by other ITT companies, including without limitation the Marks to be conveyed hereunder, such policy having been accepted and acquiesced in by such other ITT companies, including Assignee and its various operating divisions.

VI. WHEREAS, Assignor wishes to convey to Assignee, incidental to transfer of the Marks hereunder, whatever rights Assignor may now have to establish, monitor, control and maintain standards with respect to the nature and quality of the goods and services related to each and every one of said Marks, and only with respect to said Marks, and Assignee is willing to accept conveyance of such rights incidental to said transfer.

V. NOW THEREFORE, for and in consideration of one dollar and other good and valuable consideration paid by Assignee to Assignor, the receipt and the sufficiency of which are hereby acknowledged, Assignor hereby bargains, sells, assigns and conveys to Assignee and to Assignee's successors, including without limitation assigns and survivors of mergers, the entire and exclusive right, title and interest in and to all Property specified in this Assignment, including but not limited to the Property identified in the attached Appendix which is hereby incorporated in and forms a part of the present Assignment whereby Assignee and Assignee's

successors shall hold, use and benefit from said Property as fully and beneficially as Assignor might or could have held, used and benefitted from same if this Assignment had not been made.

THE EFFECTIVE TIME of this Assignment of Marks, at which time the transfer of ownership contemplated by Section V hereof shall be effective, nunc pro tunc, shall be at the close of business of Sanitaire in Brown Deer, Wisconsin, U.S.A., on December 31, 2000. In any jurisdiction in which such nunc pro tunc assignment is or may hereafter be invalid, THE EFFECTIVE TIME shall be the date on which execution of this Assignment by both parties hereto shall be complete.

AND Assignor hereby authorizes and requests the executive officers of all government Industrial Property Offices such as Trademark Offices, throughout the world to transfer or issue any, trademark registrations or any legal equivalent thereof, and to record any title document relating to said Marks and other Property as defined herein, to or in favor of Assignee and Assignee's successors in accordance with the terms hereof.

By execution hereof, Assignor and Assignee consent to the recordation of this Assignment of Marks, including all attachments hereto, in any and all government Industrial Property Offices such as Trademark Offices, throughout the world.

The parties have caused this Assignment of Marks to be executed on the dates shown below by their duly authorized officers.

ASSIGNEE:

Signature:

James O Murrell

Name: James O. Murrell
Title: *Assistant Secretary*
Corporation: ITT Industries, Inc.
Address: c/o ITT Defense
1650 Tysons Blvd., Suite 1700
McLean Virginia 22102

STATE OF Virginia)

) SS:

COUNTY OF Fairfax)

On this 30th day of January, 2001, before me, TINA GENTRY PRECHT, a Notary Public in and for said State and County, personally appeared James O. Murrell, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, stated that he/she executed the within instrument and acknowledged that he/she executed the same as his/her free act and deed as an authorized officer of ITT Industries, Inc.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tina Gentry Precht
Notary Public

[SEAL]

My commission expires: July 31, 2001

ASSIGNOR:

Signature:

James O. Murrell

Name:

James O. Murrell

Title:

Vice President

Corporation:

ITT Manufacturing Enterprises, Inc.

Address:

c/o ITT Defense
1650 Tysons Blvd., Suite 1700
McLean Virginia 22102

STATE OF Virginia)

) SS:

COUNTY OF Fairfax)

On this 30th day of January, 2001, before me, TINA GENTRY PRECHT, a Notary Public in and for said State and County, personally appeared James O. Murrell, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, stated that he/she executed the within instrument and acknowledged that he/she executed the same as his/her free act and deed as an authorized officer of ITT Manufacturing Enterprises, Inc.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tina Gentry Precht
Notary Public

[SEAL]

My commission expires: July 31, 2001

APPENDIX to Assignment of Marks by ITT Manufacturing Enterprises, Inc. to ITT Industries, Inc.

Marks held by ITT Manufacturing Enterprises, Inc. by way of Assignment Agreement with Sanitaire Corp. of December 31, 2000

INDUSTRIAL PROPERTY:

ITT MANUFACTURING ENTERPRISES, INC. INDUSTRIAL PROPERTY ACQUIRED FROM SANITAIRE CORP.

Mark	Serial No., Registration No.	Registration Date other Status info	HPMV Docket No. & Country
SANITAIRE	SN 243,064 Reg. 819,075	Registered 11/22/66	3312/002 US United States
SANITAIRE & LOGO	SN 818,470 Reg. 1,623,504	Registered 11/20/90	3312/011 US United States
SANITAIRE	SN 811,968 Reg. 1,621,061	Registered 11/06/90	3312/012 US United States
LOGO DESIGN	SN 147,483 Reg. 1,709,891	Registered 9/25/92	3312/018 US United States
SANITAIRE & LOGO	SN 45677/94 Reg. 4,156,105	Registered 06/12/98	3312/043 JP Japan
SANITAIRE	SN 1,396,549 Reg. 1,396,549	Registered 9/8/89	3312/045 GB United Kingdom
SANITAIRE & LOGO	SN W40094/11Wz Reg. 1,180,039	Registered 8/9/91	3312/046 DE Germany
SANITAIRE & LOGO	SN 210,685 Reg. 1,592,788	Registered 5/18/90	3312/047 FR France
SANITAIRE	SN 52803C/89 Reg. 576,008	Registered 10/2/92	3312/048 IT Italy
SANITAIRE	App. 23355/90 Abandoned in Favor of Reg. 2,547,927	Registered 6/30/93	3312/049 JP Japan
SANITAIRE	SN 191,099 Reg. 458,625	Registered 4/27/94	3312/050 MX Mexico
SANITAIRE & LOGO	SN 89.5102 Reg. 151,891	Registered 8/27/92	3312/051 NO Norway
SANITAIRE & LOGO	SN 89-08266 Reg. 234,684	Registered 5/22/92	3312/052 SE Sweden

SANITAIRE & LOGO	SN 7687 Reg. 381,882	Registered 8/3/90	3312/053 CH Switzerland
SANITAIRE & DEVICE	SN 2647/94	Filed 4/4/94	3312/055 SG Singapore
SANITAIRE & LOGO	SN 521,764 Reg. 521,764	Registered 5/23/96	3312/056 AU Australia
SANITAIRE & LOGO	SN AM698/90 Reg. 131,280	Registered 6/19/90	3312/057 AT Austria
SANITAIRE & LOGO	SN 815400071 Reg. 815400071	Registered 1/28/92	3312/058 BR Brazil
SANITAIRE	SN 764,711 Reg. 513,401	Registered 11/3/92	3312/059 BX Benelux
SANITAIRE & LOGO	SN 8357/1989 Reg. 02954/1993	Registered 4/23/93	3312/060 DK Denmark
LOGO Design	Reg. 340,537	Registered 7/7/95	3312/062 ID Indonesia
SANITAIRE	Reg. 339,608	Registered 7/7/95	3312/063 ID Indonesia
LOGO Design	Reg. 94/05290	Registered 6/29/94	3312/064 MY Malaysia
SANITAIRE	SN 94/05291	Filed 6/29/94	3312/065 MY Malaysia
LOGO Design	SN 83-032490 Reg. 701875	Registered 12/16/95	3312/066 TW Taiwan
SANITAIRE	SN 83-032491 Reg. 701876	Registered 12/16/95	3312/067 TW Taiwan
LOGO & Design	SN 268478 Reg. Kor26070	Registered 7/13/94	3312/068 TH Thailand
SANITAIRE	SN 268477 Reg. Kor30358	Registered 7/13/94	3312/069 TH Thailand
SANITAIRE	SN 486,103 Reg. 275,468	Registered 1/07/83	3312/072 CA Canada
SANITAIRE & LOGO	App. 2,185,389	Filed 11/06/98	3312/100 AR Argentina

ABJ Blockletter	SN. 75/893,439	Filed 1/07/00	3312/131 US United States
ABJ LOGO	SN. 75/894,521	Filed 1/07/00	3312/132 US United States

**ITT MANUFACTURING ENTERPRISES, INC. INDUSTRIAL PROPERTY WHICH
SANITAIRE CORP. ACQUIRED FROM AUSTGEN BIOJET WASTE WATER
SYSTEMS OR AERCOR**

ICEAS	Reg. A318144	Filed 05/11/78	3312/121 AU Australia
SVAS	Reg. A322221	Filed 09/22/78	3312/122 AU Australia
ICEAS	Reg. 93 484 551	Reg. 9/20/93	3312/123 FR France
ICEAS	Reg. 2086222	Reg. 11/30/94	3312/124 DE Germany
ICEAS new law quin Tax-new	Reg. 1780414	Due 9/20/03 Due 9/20/08	3312/125 ES Spain I
ICEAS new law quin Tax-new	Reg. 1780415	Due 9/20/03 Due 9/20/08	3312/126 ES Spain II
ICEAS	Reg. 1,548,000	Filed 9/16/93	3312/127 UK United Kingdom
ICEAS	Reg. 1,548,003	Filed 9/16/93	3312/128 UK United Kingdom
ICEAS	Reg. 1,431,013	Reg. 3/03/87	3312/130 US United States
ICEAS	App. 89069716	Filed 12/02/00	3312/134 TW Taiwan
AERCOR	Reg. 1,623,507	Reg. 11/20/90	3312/109 US United States

Trademarks, Service Marks and Tradenames

Mark/Name

Sanitaire
S-Logo
Combination of Sanitaire and S-Logo
Water Pollution Control Corporation
WPCC
Mizaire
Mark IV
Silver Series Membrane
D-24
D-12
SD-75
SD-100
SD-150
SD-200
Fixed Header
HCl Gas Cleaning Process
In-Place Gas Cleaning

Austgen Biojet
ABJ
ABJ Logo
ICEAS
SVAS
ANAPOL
Decanter
NDN Process
NIT Process
DNP Process

AERCOR
Actifil

RELATED ARRANGEMENTS:

1. ABH and ABWWS

Intellectual Property Agreement, execution of which was completed on February 20, 1995, between Austgen Biojet Holdings Pty. Limited (ABH) and Austgen Biojet Waste Water Systems, Inc. (ABWWS), which transferred to ABWWS such rights as ABH had to intellectual property relating to wastewater treatment, including among other items trademarks which ABH represented to be its property.

2. Aercor and WPCC

Agreement of October, 1997 under which Aeration Engineering Resources Corporation ("Aercor") was merged into Water Pollution Control Corporation (WPCC) and pursuant to which WPCC acquired such rights as Aercor possessed in re Aercor's U.S. trademark registration in the U.S. and Canada.

3. Aercor and WPCC

Simple Deed of Assignment, dated October 16, 1997, confirming the acquisition of rights received from Aercor under item #2 above.