

04-30-2001



101672184

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>Sanitaire Corporation</u></p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p>	<p>2. Receiving party(ies): Name: <u>ITT Manufacturing Enterprises, Inc.</u> Internal Address: _____ Street Address: <u>1105 New Market Street, Suite 1217, Wilmington 19801, Delaware</u></p> <p>Additional name(s) & address(es) attached? [] Yes [X] No</p>		
<p>3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of name [] Other Execution Date: <u>12/21/00 & 12/27/00</u></p>	<p>Additional name(s) & address(es) attached? [] Yes [X] No</p>		
<p>4. Trademark application number(s) or Registration number(s):</p> <table border="0"> <tr> <td data-bbox="162 882 730 987"> <p>A. Trademark Application No.(s) <u>75/893,439;</u> <u>75/894,521</u></p> </td> <td data-bbox="844 882 1412 1008"> <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? [] Yes [X] 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>
<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>		
<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 [7]</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>280</u> [X] Enclosed [X] 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>		
<p style="text-align: center;">DO NOT USE THIS SPACE</p>			
<p>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.</p> <p><u>Joyce von Natzmer</u> Person Signing <u>Joyce v. Natzmer</u> Signature <u>4/18/01</u> Date</p> <p>Total number of pages comprising cover sheet: [17]</p>			
<p>OMB No. 0651-0011 (exp. 4/94) Att. Dkt. 3312.133</p> <p>HALL PRIDDY MYERS & Vande Sande PAGE 1 OF 1</p>			

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 ASSIGNMENT SECTION
 DIVISION

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40.00 OP
 150.00 OP
 120.00 OP
 01 FC:481
 02 FC:482
 03 FC:484

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

I. WHERAS Sanitaire Corporation (Sanitaire), a Delaware Corporation, of Brown Deer, Wisconsin, U.S.A., formerly known as Water Pollution Control Corporation (WPCC), hereinafter referred to as Assignor, has created and has acquired from others, as of or prior to the effective time of this Assignment, by way of assignment, merger and/or other means, in the name of Sanitaire or of WPCC, equitable and/or legal interests throughout the world in certain Intellectual Property Rights, Industrial Property and Related Arrangements.

Said Intellectual Property Rights include, without limitation and throughout the world, inventions such as employee inventions and improvements of past inventions, invention studies, designs, works subject to copyright, mask works, computer programs, trademarks, service marks, trade dress, trade names, the last four being referred herein as Marks, goodwill associated with any registered or unregistered Mark transferred hereunder, bona fide intentions to use a Mark, trade secrets such as customer lists, customer requirements, secret formulae and secret processes, other forms of confidential information, know-how, Industrial Property and Related Arrangements as defined below.

Industrial Property includes, without limitation and throughout the world, patents, copyright registrations, mask work registrations, trademark and service mark registrations, applications for any of the above, including provisional applications and applications made under any international convention, treaty, agreement or other arrangement, equivalents of any of the above, all renewals, reissues, prolongations and revivals of any of the above, divisionals and continuations of any of the above, priority rights with respect to any of the above and the right to collect damages worldwide for past infringement or breach of any Intellectual Property Rights.

Related Arrangements include, without limitation and throughout the world, all rights under licence agreements, trade secret or confidentiality agreements, employment agreements and other arrangements or understandings between Assignor and third parties and/or Assignor's employees designed to lead to or resulting in the creation, acquisition,

maintenance, protection, use or other action or non-action involving Intellectual Property Rights.

II. WHEREAS ITT Manufacturing Enterprises, Inc., a Delaware Corporation whose address is 1105 New Market Street, Suite 1217, Wilmington 19801, Delaware, hereinafter referred to as Assignee, is desirous of acquiring all Intellectual Property Rights of Assignor including without limitation those specified above and in the Appendix.

III. 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 Intellectual Property Rights 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 Intellectual Property Rights, as fully and beneficially as Assignor might or could have held, used or benefitted from same if this Assignment had not been made.

THE EFFECTIVE TIME of this Assignment, at which time the conveyance contemplated by section III hereof shall occur and be effective, shall be the close of business at Assignor's offices on December 31, 2000.

AND Assignor hereby authorizes and requests the executive officers of all government Industrial Property Offices, including Patent, Trademark and Copyright Offices, throughout the world to transfer or issue any patent, trademark registrations, copyright registrations or any legal equivalent thereof, and to record any title document relating to said Intellectual Property Rights, to or in favor of Assignee and Assignee's successors in accordance with the terms hereof.

By execution hereof, Assignee consents to the recordation of this Assignment, including all attachments hereto, in any and all government Industrial Property Offices, including Patent, Trademark and Copyright

Offices, throughout the world.

EXECUTED this 21st day of December, 2000:

ASSIGNEE:

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 21st day of December, 2000, 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 Intellectual Property Rights of Sanitaire Corp. to ITT
Manufacturing Enterprises, Inc.
Industrial Property held by Sanitaire Corporation**

INDUSTRIAL PROPERTY:

**SANITAIRE/ WATER POLLUTION CONTROL CORPORATION INDUSTRIAL
PROPERTY**

Mark/Title	Serial No., Registration or Patent No.	Issue Date, 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
In Place Gas Cleaning of Diffusion Elements	SN 698,973 Pat. 4,889,620	Issued 12/26/89	3312/003 US United States
In Place Gas Cleaning of Diffusion Elements	SN 781,869 Re. Pat 33,177	Re-issued 3/06/90 Original Issue 5/10/83 (expired)	3312/004 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
Apparatus for In Place of Gas Cleaning of Diffusion Elements	SN 420,245 Pat. 5,328,601	Issued 7/12/94	3312/015 US United States
LOGO DESIGN	SN 147,483 Reg. 1,709,891	Registered 9/25/92	3312/018 US United States
Direct Delivery In-Situ Diffuser Cleaning	SN 984,122 Pat. 5,378,355	Issued 1/03/95	3312/019 US United States
Ring Channel Aeration Apparatus & Method	SN 312,462 Pat. 4,451,373	Issued 5/29/84	3312/033 US United States
Diffuser Conduit Joint	SN 130,515 Parent of: SN 08/482,392 Pat. 5,714,062		3312/034 US **** See 3312/087

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
Diffuser Conduit Joint	Int.'l App. PCT/US94/11107	Filed 9/30/94 Proceeded to Nat'l Phase	3312/070 PCT **See 3312/096
SANITAIRE	SN 486,103 Reg. 275,468	Registered 1/07/83	3312/072 CA Canada
In Place Gas Cleaning of Diffusion Elements	1,172,780	Issued 8/14/84	3312/071 CA Canada
In Place Cleaning of Gas Diffusion Elements	SN 546,921 Reg. 7576/81	Issued 9/29/81	3312/073 AU Australia
Aeration System Apparatus with Source of In-Situ Cleaning Agent . . .	SN 08/272,527 Continuation of SN 420,245	Filed 7/11/94 (allowed)	3312/077 US United States
Direct Delivery In-Situ Diffuser Cleaning	App. 2,109,990	Filed 11/25/93	3312/078 CA Canada

Direct Delivery In-Situ Diffuser Cleaning	Pat. 5,597,491 SN. 332750	Issued 01/28/97	3312/081 US United States
Diffuser Conduit Joint	SN 08/482,392 Pat. 5,714,062 Continuation-in-Part of App. 08/130,515	Issued 2/03/98	3312/087 US United States
In-Situ Cleaning of Submerged Elements with Aggressive Aqueous Solutions	SN 08/488,282	Filed 6/07/95	3312/088 US United States
Diffusion Elements In-Situ Cleaning with Vaporized . . .	SN 08/485,899	Filed 6/07/95	3312/089 US United States
Diffusion Element In-Situ Cleaning with Vaporized . . .	SN 08/488,281	Filed 6/07/95	3312/090 US United States
In-Situ Cleaning of Submerged Diffusion Elements with Air Transport . . .	SN 08/484,896	Filed 6/07/95	3312/091 US United States
Diffuser Conduit Joint	EPO App. No. 94930534.6	Regional filing of PCT/US94/11107 filed 9/30/94	3312/096 EU European
Diffuser Conduit Joint	App. 2,172,968	Filed 3/28/96	3312/095 CA Canada
SANITAIRE & LOGO	App. 2,185,389	Filed 11/06/98	3312/100 AR Argentina
In Place Gas Cleaning of Diffusion Elements	Pat. 0049154	Base Date 9/29/81	3312/101 GB Great Britain
In Place Gas Cleaning of Diffusion Elements	Pat. 0049154	Base Date 9/29/81	3312/102 IT Italy

In Place Gas Cleaning of Diffusion Elements	Pat. 0049154	Base Date 9/29/81	3312/103 NL Netherlands
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
Method for Installing Aeration Systems in Sewage Treatment Tanks	Pat. 1,008,979	Issued 4/19/77	3312/ CA Canada
Ring Channel Aeration Apparatus	Pat. 1,148,673	Issued 6/21/83	3312/ CA Canada
Gas Diffusion Apparatus	Pat. 1,152,979	Issued 8/30/83	3312/ CA Canada
Sewage Treatment Aeration Systems	Pat. 3,953,553	Issued 4/27/76	3312/ US United States
Sewage Treatment Aeration Systems	Pat. 1,007,769	Issued 3/29/77	3312/ CA Canada
Filtration Method	Pat. 3,979,289	Issued 9/07/76	3312/ US United States
Filtration Methods and Apparatus	Pat. 1,042,358	Issued 11/14/78	3312/ CA Canada
Sewage Treatment Aeration Systems	Pat. 4,012,470	Issued 3/15/77	3312/ US United States
Sewage Treatment Aeration Systems	Pat. 1,014,282	Issued 7/19/77	3312/ CA Canada
Microscreen Method and Apparatus	Pat. 4,198,299	Issued 4/15/80	3312/ US United States
Microscreen Method and Apparatus	Pat. 1,060,351	Issued 8/14/79	3312/ CA Canada

Diffusion Element with Boundary Zone Treatment	Pat. 4,261,932	Issued 4/15/81	3312/ US United States
Diffusion Element with Boundary Zone	Pat. 1,143,368	Issued 3/22/83	3312/ CA Canada
Diffusion Element	Pat. 4,261,933	Issued 4/15/81	3312/ US United States
Diffusion Element	Pat. 1,143,367	Issued 3/22/83	3312/ CA Canada
Diffusion Element with Boundary Zone Treatment	Pat. 4,288,395	Issued 9/08/81	3312/ US United States
Diffusion Element with Boundary Zone Treatment	Pat. 1,140,536	Issued 2/01/83	3312/ CA Canada
Sewage Aeration System	Pat. 4,288,394	Issued 9/08/81	3312/ US United States
Sewage Aeration System	Pat. 1,154,754	Issued 10/4/83	3312/ CA Canada
Swing Diffuser	Pat. 4,294,696	Issued 10/13/81	3312/ US United States
Swing Diffuser	Pat. 1,156,383	Issued 11/1/83	3312/ CA Canada

**WATER POLLUTION CONTROL CORPORATION INDUSTRIAL PROPERTY
ACQUIRED BY MERGER WITH AUSTGEN BIOJET WASTE WATER SYSTEMS**

ICEAS Process	Pat. 560,510	Filed 9/22/81	3312/120 AU Australia
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
Effluent Treatment (ICEAS)	Pat. 4,468,327	Issued 8/28/84	3312/129 US United States
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
Waste Water Treatment Plant and Process	Pat. 4,966,705	Issued 10/30/90 (lapsed)	3312/ US United States
Liquid Surface Decanter	Pat. 4,290,887	Issued 9/22/81	3312/ US United States
Liquid Surface Decanter	Pat. 538,870		3312/ AU Australia
Liquid Surface Decanter	17875		3312/ PH Philippines

**WATER POLLUTION CONTROL CORPORATION INDUSTRIAL PROPERTY
ACQUIRED BY MERGER WITH AERCOR**

Waste Water Treatment Process	Pat. 5,051,193	Issued 9/24/91	3312/106 US United States
Clamp for Aeration Dome	Pat. 5,204,028	Issued 4/20/93	3312/107 US United States
Waste Water Treatment Apparatus	Pat. 5,348,650	Issued 9/20/94 (subject to term. discl.)	3312/108 US United States
AERCOR	Reg. 1,623,507	Reg. 11/20/90	3312/109 US United States
Pipe Support	Pat. 1,187,854	Issued 5/28/85	3312/118 CA Canada
Waste Water Treatment Process	Pat. 1,296,820	Issued 3/03/92	3312/119 CA Canada

INTELLECTUAL PROPERTY RIGHTS:

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:

(A) Licenced-In Industrial Property

DNP Process and NDN Process

Any rights Assignor might have with respect to operating under Nishihara's U.S. Patent 4,655,925, Canadian Patent 1,244,562, Australian Patent 575,111 and at least portions of the related knowhow.

(B) Other Written Agreements

1. Roediger and WPCC

Agreement of March, 1995 under which the Corporation received a non-exclusive license from Roediger Anlagenbau GmbH of Hanau, Germany for the territory of Germany to make and sell and for customers to use diffusers covered by German Patent No. 33 16 149.

2. Flygt and WPCC

License Support Agreement of May-June, 1995 under which Flygt agrees to supply to Corporation information required by Corporation to make the calculations and payments of royalty required under the foregoing Roediger Agreement.

3. Nishihara and ABI

Technical Assistance Agreement of 11/10/86 from Nishihara to ABI (Austjen Biojet International) granting ABI right to use Nishihara phosphorous and nitrogen removal technology and to grant sublicenses subject to prior approval of Nishihara.

4. ABI and ABWWS

Technical Assistance Agreement from ABI to ABWWS (Austjen Biojet Waste Water Systems) granting sublicense of Nishihara technology for U.S. and Canada.

5. Nishihara, ABI and ABWWS

Memorandum between Nishihara, ABI and ABWWS, intended for simultaneous execution with and as a modification of item #4, above as to recipient of "show-how" and related payments.

6. ABH and Hua Au Biotechnology & Waste Water Treatment Co., Limited

License Agreement to Hua Au Biotechnology & Waste Water Treatment Co., Limited, a joint venture (50:50) between ABH and Chinese interests, granting exclusive license for "Greater China" only, including PRC, Hong Kong, Macau and Taiwan, of the basic technology which ABH transferred to ABWWS under the 1995 Intellectual Property Agreement.

7. BHP Engineering (Americas) Inc. and WPCC stock holders

Share Acquisition Agreement of January, 1995 between BHP Engineering (Americas) Inc. and WPCC's stock holders, concerning the transfer to them of ownership of all ABH shares.

8. ABH and ABWWS

Intellectual Property Agreement, execution of which was completed on February 20, 1995, between ABH and ABWWS, which transferred to ABWWS such rights as ABH had to intellectual property relating to wastewater treatment, including among other items patents and trademarks which ABH represented to be its property.

9. Aercor and WPCC

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

10. Aercor and WPCC

Simple Deed of Assignment, dated October 16, 1997, confirming the acquisition of rights received from Aercor under item #9 above.

11. WPCC and Many Licensees

License agreements, in excess of 200, granting licenses to wastewater treatment plant operators, public and private, under one or more of the Corporation's gas cleaning patents.

(C) Rights Under Other Related Arrangements

Aercor Liquid Cleaning Installations

Any rights Assignor might have to damages for past infringement of the U.S. gas cleaning patent Re. 33,177 by wastewater treatment plant operators for whom Aercor installed its liquid cleaning process prior to the WPCC's acquisition of Aercor's assets.