

05-15-2002

D



102085835

original documents or copy thereof.

To the Honorable Commission

1. Name of conveying party(ies):

Brita GmbH

03-04-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #71

- Individual(s)
- General Partnership
- Corporation-State Germany
- Other

- Association
- Limited Partnership

3.4.02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/20/2000

2. Name and address of receiving party(ies)

Name: The Brita Rodets Company

Internal Address: _____

Street Address: 1221 Broadway

City: Oakland State: CA ZIP: 94612

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1418810
2390885

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kasimira C. Verdi

Internal Address: _____

Street Address: 1221 Broadway

City: Oakland State: CA ZIP: 94612

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-2270

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

03/20/2002 AAHMED1 00000030 032270 1418810

01 EC-101 40.00 CH
02 EC-102 25.00 CH

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.

KASIMIRA C VERDI
ASSISTANT SECRETARY

Name of Person Signing

Signature

11/20/02

Date

Total number of pages including cover sheet, attachments, and document: 6

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(America IP Assets)**

This Intellectual Property Assignment Agreement ("Agreement"), is made by and between **The Brita Products Company**, a Delaware corporation ("Assignee"), and **Brita GMBH** (formerly Brita Wasser-Filter-Systeme GMBH), a German corporation ("Assignor") (collectively, the "Parties"), as of November 20, 2000, (the "Effective Date").

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Purchase Agreement (defined below) and this Agreement, Assignor desires to assign to Assignee all rights, title and interest, including, without limitation, all intellectual property rights, in and to the America IP Assets. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 "**Purchase Agreement**" shall mean the Purchase Agreement dated as of November 1, 2000, by and between the Assignor, the Assignee, and the other parties named therein.

2. ASSIGNMENT OF THE AMERICA IP ASSETS

Assignor hereby assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all rights, title and interest of every kind and character in and to the America IP Assets, including, without limitation, all rights (whether federal, state or otherwise, and whether statutory, common law or otherwise) in copyrights, moral rights, trademarks, trade dress, trade secrets, know-how, design rights and all other intellectual property, proprietary and intangible rights therein or with respect thereto; all intellectual property applications and registrations; all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to, the America IP Assets. Upon Assignee's request, Assignor shall promptly take such

actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to secure, perfect, protect or enforce the rights and interests of Assignee in and to the America IP Assets.

3. LICENSE

To the extent, if any, that, notwithstanding the foregoing, Assignor retains any right, title or interest with respect to the America IP Assets, Assignor hereby grants to Assignee, and its successors and assigns, an irrevocable, perpetual, paid-up, transferable, right and license (with the unlimited right to sublicense) to use, make, reproduce, copy, display or perform (publicly or otherwise), offer for sale, sell, distribute, dispose of, import, disclose, prepare derivative works of, and modify, and otherwise exploit all or any portion of the America IP Assets, including, without limitation, the making of additions to or deletions from the America IP Assets, regardless of the medium (now known or hereafter developed) into which the America IP Assets may be modified and regardless of the effect on the America IP Assets. Assignor further waives any "moral" rights, or other rights with respect to attribution of authorship or integrity of the America IP Assets that Assignor may have under any applicable law, whether under contract, copyright, trademark, unfair competition, defamation, right of privacy, contract, tort, or other legal theory.

4. EQUITABLE RELIEF

Each party acknowledges and agrees that, due to the unique nature of the America IP Assets, there can be no adequate remedy at law for any breach of Assignor's obligations to assign the America IP Assets fully hereunder and to cease any and all exercise of rights with respect thereto, that any such breach will result in irreparable harm to Assignee, and that, therefore, upon any such breach or threat thereof, Assignee shall be entitled to equitable relief, including without limitation specific performance of Assignor's obligations hereunder, in addition to whatever remedies Assignee might have at law.

5. GENERAL

To the extent there is a conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern. This Agreement is executed in accordance with the Purchase Agreement and is subject to the terms and conditions thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Brita GMBH

By: 
Name (Print): M. HANKAMMER

The Brita Products Company

By: _____
Name (Print): _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Brita GMBH

By: _____
Name (Print): _____

The Brita Products Company

By: Peter D. Bewley
Name (Print): PETER D. BEWLEY
Title: Vice President-Secretary

EXHIBIT A

TRADEMARK APPLICATIONS AND REGISTRATIONS IN THE UNITED STATES

Trademark	Reg. No.	Reg. Date
BRITA	1418810	02-Dec-1996
FJORD	2390885	03-Oct-2000