

06-24-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): C'treat Offshore, Inc.

G.I.I.V.O

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

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

2. Name and address of receiving party(ies)

Name: ITT Industries, Inc. Internal Address:

Street Address: 4 West Red Oak Lane

City: White Plains State: NY Zip: 10604

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State IN 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

OFFICE OF PATENT RECORDS 2002 JUN 11 PM 3:33 FINANCE SECTION

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 05/30/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1445031

Additional number(s) attached Yes No

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

Name: Nancy Medina

Internal Address: Day, Berry & Howard LLP 24th Floor

Street Address: 185 Asylum Street, CityPlace I

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500546

DO NOT USE THIS SPACE

9. Signature.

Nancy Medina Signature

June 11, 2002 Date

40.00 CH Nancy Medina Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002530 FRAME: 0329

06/21/2002 DBYRNE 00000159 500546 1445031 01 FC:481

ASSIGNMENT OF TRADEMARKS

WHEREAS, C'treat Offshore, Inc. ("Assignor"), a Texas corporation with a place of business at 309 Briar Rock Road, The Woodlands, Texas 77380, has adopted, is using and is the sole owner of all legal and equitable right, title and interest in and to the trademarks and/or applications for trademarks listed on the attached Schedule A (the "Trademarks");

WHEREAS, ITT Industries, Inc. ("Assignee"), an Indiana corporation with a place of business at 10 Mountainview Road, Upper Saddle River, New Jersey 07458, is desirous of acquiring the Trademarks, and the goodwill associated therewith;

WHEREAS, Assignor and Assignee have entered into an Agreement (the "Agreement") of even date herewith pursuant to which Assignor has agreed to convey and assign the Trademarks to Assignee; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned assignment and transfer in a form suitable for recordation in the United States Patent and Trademark Office and with the Secretary of the State of Texas;

NOW, THEREFORE, in consideration of the payment of ten dollars (\$10.00) by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

Assignor does hereby assign and transfer unto Assignee Assignor's entire and undivided right, title and interest throughout the world in and to the Trademarks and all registrations and applications for registrations of the Trademarks therefor, together with all the associated goodwill of the business symbolized by the Trademarks, and the registrations and/or applications for trademarks thereof and all of Assignor's right to sue and recover for past, present and future infringements of the Trademarks (collectively, the "Assigned Property"), free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, except for those licenses for the use of the Trademarks by certain third parties described in the disclosure schedules to Section 3.23 of the Agreement, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor hereby agrees as to all Assigned Property to assist the Assignee in every proper way (but at the Assignee's expense) to obtain and from time to time enforce trademarks and other rights and protections relating to the Assigned Property in any and all countries, and to that end Assignor will execute all documents for use in applying for and obtaining such trademarks and other rights and protections and enforcing the same, as Assignee may desire, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any trademark, or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such application or applications and to

Assigning Party: C'treat Offshore, Inc.
Receiving Party: ITT Industries, Inc.

SCHEDULE A

Mark	Registration No.	Registration Date	Type
C'TREAT (STYLIZED)	1,445,031	June 30, 1987	Federal
C'TREAT (STYLIZED)	46,382	June 24, 1986	State (Texas)

