

3-12-03

TR



102390347

Tab settings

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

1. Name of conveying party(ies):

Stella-Meta Filters Limited

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)
- General Partnership
- Corporation-State
- Other Company - United Kingdom

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Indiana
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: December 16, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,524,166

Additional numbers  Yes  No

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

Name: Rex A. Donnelly

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 1596

City: Wilmington State: DE ZIP: 19899

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:

18-0350

DO NOT USE THIS SPACE

03/13/2003 TDIAZ1 00000123 1524166

01 FC:0521

40.00 DP

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.

Rex A. Donnelly

Name of Person Signing

Signature

3-7-03

Date

7

Total number of pages including cover sheet, attachments, and

- (1) STELLA-META FILTERS LIMITED
- (2) ITT INDUSTRIES INC

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TRADE MARK ASSIGNMENT

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**OLSWANG**

Apex Plaza  
Forbury Road  
Reading RG1 1AX

Tel: 020 7208 8888  
Fax: 020 7071 7499

Ref: AFH/OW

TRADEMARK  
REEL: 002691 FRAME: 0051

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**SCHEDULE 1 TRADE MARKS**

THIS ASSIGNMENT is made as a deed on the 16<sup>th</sup> day of *December* 2002 (the "Effective Date").

**BETWEEN:**

1. **STELLA-META FILTERS LIMITED** (Company number 00353449) whose registered office is at Gainsborough House, Manor Farm Road, Reading Berkshire RG2 08H (the "Assignor"); and
2. **ITT INDUSTRIES INC**, a company incorporated in the State of Indiana, United States of America, whose registered office is at 4 West Red Oak Lane, White Plains, New York 10604, USA, telephone number 001 914 641 2000 (the "Assignee").

**RECITALS:**

- (A) The Assignor is the owner of the trade marks, details of which are set out in the Schedule (the "Trade Marks").
- (B) Pursuant to a business acquisition agreement (the "Acquisition Agreement") of even date between the Assignee and Thames Water Products Limited ("TWPL"), the Assignee has agreed to acquire the PCI business (as defined therein) and the assets relating to the PCI business including the Trade Marks.
- (C) The parties now wish to enter into this Assignment, thereby confirming the acquisition of the Trade Marks in the Acquisition Agreement. It is the intention of the parties that this Assignment should be executed as a deed.

**NOW THIS DEED WITNESSES** as follows:

1. **ASSIGNMENT**

- 1.1 The Assignor hereby assigns to the Assignee with full title guarantee free from all liens, charges, options, encumbrances with effect from the Effective Date all the right, title and interest in the Trade Marks together with:
  - 1.1.1 all common law rights connected to the Trade Marks; and
  - 1.1.2 all the rights of action, powers, benefits and immunities belonging to the Trade Marks wherever in the world, including the right to sue for damages and other remedies in respect of any infringement or unauthorised use (whether past present or future) of the Trade Marks or the violation of any common law rights connected with the Trade Marks;
  - 1.1.3 to hold the same unto the Assignee absolutely.

2. **FURTHER ASSURANCE**

- 2.1 The Assignor shall (at the reasonable request of the Assignee) give all necessary assistance (so far as is reasonably practicable) to the Assignee to complete the recordal of or confirm the transfer of rights under this Agreement. Pending

completion of the recordal or confirmation of the rights, the Assignor shall hold such Trade Marks on trust for the Assignee. The costs of such assistance shall be at the Assignee's expense save that the Assignor will bear the cost of its own management time taken in executing as soon as reasonably practicable all such further documents requested and prepared by the Assignee.

2.2 Assignor shall do the following, at Assignee's cost and direction, pending formal registration or recordal of the assignment of the registered Trade Marks to Assignee:

2.2.1 provide Assignee with all relevant information (which is not then in the Assignee's possession or control) and other reasonable assistance required to enable Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including, without limit, producing, in the appropriate form, any evidence of its use of the Trade Marks);

2.2.2 ensure that copies of all correspondence which it or its agents receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to Assignee, marked for the attention of the General Counsel or any other person which Assignee notifies to Assignor from time to time; and

2.2.3 provide Assignee with all relevant information (which is not then in the Assignee's possession or control) and other reasonable assistance required by Assignee to conduct, defend or settle any relevant claims, actions or proceedings.

2.3 Assignor shall deliver to Assignee (or Assignee's nominated representative) as soon as practicable after the date of this agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the registered Trade Marks.

### 3. COUNTERPARTS

This Assignment may be executed in any number of counterparts by the parties each of which, when executed and delivered, shall constitute an original but all such counterparts together shall constitute one and the same instrument.

### 4. GOVERNING LAW AND JURISDICTION

4.1 This Assignment is governed by, and shall be construed in accordance with, English law.

4.2 The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Assignment and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England.

**SCHEDULE 1**  
**TRADE MARKS**

**Registered Trade Marks**

Trade Mark	Country	Class	Registration No.	Status
Metafilter	UK	7,11	505607	Registered, in force
Stellar	Canada	1	UCA048201	Registered, in force
Stellar Filtraider	UK	7	1257226	Registered, in force
Stellarsep	UK	7	1257228	Registered, in force
Metasil	UK	1	498529	Registered, in force
Portacel	USA	7, 9, 11	1524166	Registered, in force
Portacel	UK	7	1028697	Registered, in force
Portacel	UK	9	1028698	Registered, in force
Portacel	UK	11	1028699	Registered, in force
Clorocel	UK	11	638886	Registered, in force
Autopact	UK	11	720018	Registered, in force

IN WITNESS WHEREOF the parties hereto have executed this Assignment on the date first appearing above.

SIGNED AND DELIVERED AS A DEED BY

*Catherine Wilson*

STELLA-META FILTERS LIMITED

*C. Wilson*

Acting by:

Director:

Director/Secretary:

*J. Bailes*

*James Bailes*

*9 Alyne Place  
London N12 2NL*

*Subs*

SIGNED AS A DEED AND DELIVERED ON BEHALF OF:

ITT INDUSTRIES INC

a company incorporated in the State of Indiana, USA

by:

being a person who, in accordance with the laws of that territory, is acting under the authority of the Company

*Tom P. [Signature]* *ASTY-IN-FMCT*

(Signature)