

3-12-03 TRA



102479801

Tab settings

To the Honorable Commissioner of Patents and T.

original documents or copy thereof.

1. Name of conveying party(ies): THAMES WATER PRODUCTS LIMITED  
**Thames Water Products Limited**  
 FINANCE SECTION

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

Additional names(s) of conveying party(ies)       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 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

3. Nature of conveyance:

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

Execution Date: December 16, 2002

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

A. Trademark Application No.(s)                      B. Trademark Registration No.(s)

2,619,405  
~~2,572,682~~  
2,622,794

Additional numbers                       Yes  No

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

Name: Rex A. Donnelly  
 Internal Address: \_\_\_\_\_

03/13/2003 TDAZ1 00000126 2619405

01 FC:8521 40.00 OP  
02 FC:8522 50.00 OP

Street Address: P.O. Box 1596

City: Wilmington                      State: DE      ZIP: 19899

6. Total number of applications and registrations involved:..... 3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

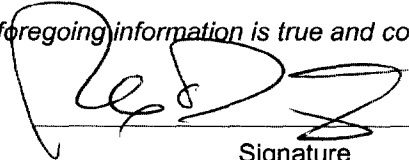
Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

18-0350

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.*

Rex A. Donnelly                                            3-7-03  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and 7

DATED

16 DECEMBER

2002

- (1) THAMES WATER PRODUCTS LIMITED
- (2) ITT INDUSTRIES INC

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**TRADE MARK AND TRADE MARK APPLICATION  
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: 0152**

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<b>SCHEDULE 1 TRADE MARKS</b>	
Registered Trade Marks	
Trade Mark Applications	

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

**BETWEEN:**

1. **THAMES WATER PRODUCTS LIMITED** (Company number 02249185) whose registered office is at Clearwater Court, Vastern Road, Reading Berkshire RG1 8DB (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 and the trade mark applications, 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 the Assignor, 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;

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**

<b>Trade Mark</b>	<b>Country</b>	<b>Class</b>	<b>Registration No.</b>	<b>Status</b>
PCI Membranes	EU	11, 32, 40	1032234	Resgistered, in force
Fyne	EU	11, 32, 40	714949	Resgistered, in force
Ultrabar	EU	11, 32, 40	715243	Resgistered, in force
Reco-Cip	EU	1, 11, 40	715318	Resgistered, in force
Stella-Meta	UK	11	2218640	Resgistered, in force
Stellaspin	EU	7, 11	860809	Resgistered, in force
Metafilter	CH	11, 21	298140	Resgistered, in force
Stellarcarb	UK	7	1257224	Resgistered, in force
Stellar	UK	11	611818	Resgistered, in force
Stellar	UK	7	605437	Resgistered, in force

**Trade Mark Applications**

<b>Trade Mark</b>	<b>Country</b>	<b>Class</b>	<b>Application No.</b>	<b>Status</b>
Fyne	USA	11,32,40	75/876903	Application
Fyne	Canada	11,32,40	1019796	Application
Ultrabar	USA	11,32,40	75/876902	Application
Reco-Cip	USA	1,11,40	75/876901	Application

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


SIGNED AND DELIVERED AS A DEED BY  
*Cedric Wilson as attorney for;*  
THAMES WATER PRODUCTS LIMITED

*Cedric Wilson*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acting by:

Director:

Director/Secretary:

  
JAMES BAUDRY  
9 Alwyn Place  
London N7 2JL  
Surrey

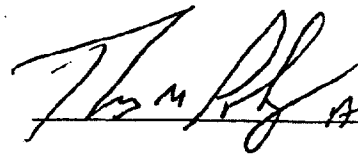
SIGNED AS A DEED AND DELIVERED ON  
BEHALF OF:

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

  
THOMAS P. FOY ATTORNEY-IN-FACT  
(Signature)