

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheelabrator Water Technologies Inc.		12/02/1996	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	IP Holding Company
Street Address:	10 Technology Drive
City:	Lowell
State/Country:	MASSACHUSETTS
Postal Code:	01851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	0505962	JOHNSON
Registration Number:	1286653	JOHNSON
Registration Number:	1286822	JOHNSON
Registration Number:	1288204	JOHNSON

CORRESPONDENCE DATA	
Fax Number:	(713)787-1440
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7137871461
Email:	mcwhirterj@howrey.com
Correspondent Name:	Julie A. McWhirter
Address Line 1:	750 Bering Dr.
Address Line 4:	Houston, TEXAS 77057

ATTORNEY DOCKET NUMBER:	13134.0117.TMUS03
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NAME OF SUBMITTER:	Julie A. McWhirter
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CH \$115.00 0505962

Total Attachments: 3

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ASSIGNMENT

WHEREAS, Wheelabrator Water Technologies Inc., a corporation organized under the laws of the State of ~~Delaware~~ ^{Maryland} ~~located at 3003 Butterfield Road, Oak Brook, Illinois 60521~~ (hereinafter referred to as the "Wheelabrator") is the owner, either directly or indirectly through its wholly owned subsidiaries, of certain intellectual property rights which include without limitation any and all trademarks (including all goodwill associated therewith), trade names, inventions, patents (U.S. and foreign), patent applications, trade secrets and other know-how, copyrights, royalty rights, rights to relief for known or unknown past infringement, and all original records or other materials relating to the intellectual property shown in the attached Schedule A, including materials in the possession of Wheelabrator's attorneys, agents, contractors or other third parties, owned by Wheelabrator (hereinafter collectively referred to as the "Intellectual Property Rights");

WHEREAS, IP Holding Company, a corporation organized under the laws of the State of Delaware, located at 10 Technology Drive, Lowell, Massachusetts 01851 (hereinafter referred to as "IP Holding"), desires to acquire the Intellectual Property Rights;

WHEREAS, Wheelabrator has agreed to cause the ownership in the intellectual property cases listed in Schedule A to be transferred from it and its wholly owned subsidiaries to IP Holding;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wheelabrator has sold, assigned, and transferred, or caused its wholly owned subsidiaries to transfer, to IP Holding, its successors, legal representatives and assigns, Wheelabrator's entire right, title and interest in the Intellectual Property Rights, the same

to be held and enjoyed by the IP Holding, for its own use and the use of its successors, legal representatives, and assigns forever and to the full end of the term or terms for which the Intellectual Property Rights are or may be granted, as fully and entirely as the same would have been held and enjoyed by Wheelabrator, had this Assignment not been made;

AND for the same consideration, Wheelabrator will, upon request of IP Holding, execute and deliver all papers, including applications for patents and registrations for copyrights, and do such other legal acts (all expenses to be jointly shared by IP Holding and Wheelabrator) as may be necessary to obtain and maintain proprietary rights in any and all countries and to vest title thereto in IP Holding.

The effective date of this Assignment is Dec 2, 1996.

Signed at Chicago, in the County of Cook, State of Illinois, this 2nd day of December, 1996.

By: [Signature]
Wheelabrator Water Technologies Inc.

STATE OF)
COUNTY OF)

On this 2nd day of December, 1996 personally before me came Linda White, known to me, and known to me to be the person described and who signed the this Assignment, and, being duly sworn, acknowledged that he executed the same.

Christine A. Harper
Notary Public

“OFFICIAL SEAL”
Christine A. Harper
Notary Public, State of Illinois
My Commission Expires 07/27/98

J & design	Ireland	152973	238191	941196
J & design	Japan	0	8631991	941194
J & design	Indonesia	255143	0	941359
J & design	USA	1329235	486985	941314
JOHNETHANE	Australia	396232	396232	941309
JOHNSON	Venezuela	113476	10794	941274
JOHNSON	Australia	132019	132019	941351
JOHNSON	Chile	423375	261937	941281
JOHNSON	Algeria	41106	41100	941352
JOHNSON	Chile	343309	125092	941344
JOHNSON	Saudi Arabia	10781	4010	941339
JOHNSON	S. Africa	736639	736639	941305
JOHNSON	S. Africa	736638	736638	941304
JOHNSON	Peru	20636	0	95012
JOHNSON	O.A.P.I.	8428	58523	941353
JOHNSON	Mexico	95168	83513	95014
JOHNSON	Chile	343308	125091	941345
JOHNSON	Singapore	81481	81481	941338
JOHNSON	France	1470033	932207	941354
JOHNSON	USA	1288204	394548	941355
JOHNSON	USA	1286822	394545	941356
JOHNSON	USA	1286653	394544	941357
JOHNSON	USA	505962	528573	941358
JOHNSON	Thailand	62022	89485	95071
JOHNSON	Indonesia	258680	0	941343
JOHNSON	Argentina	0	1756410	95102
JOHNSON	Brazil	80100948	10094	941348
JOHNSON	Japan	1287968	3331987	941341
JOHNSON	Ireland	83429	139273	941342
JOHNSON	Great Britain	1082315	1082315	941306
JOHNSON	Ecuador	98	809	95310
JOHNSON	New Zealand	B148785	148785	941340

Tuesday, November 12, 1996

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