

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.	Wheelabrator Clean Water, 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: 1		
Property Type	Number	Word Mark
Registration Number:	981603	AQUARIUS

CORRESPONDENCE DATA	
Fax Number:	(978)454-6094
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(978) 614-7431
Email:	labrecqueh@usfilter.com
Correspondent Name:	JoAnn M. Sherman
Address Line 1:	75 Technology Drive
Address Line 4:	Lowell, MASSACHUSETTS 01851

ATTORNEY DOCKET NUMBER:	W-00039US
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NAME OF SUBMITTER:	Heather B. LaBrecque
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Total Attachments: 3
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CH \$40.00 981603

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.

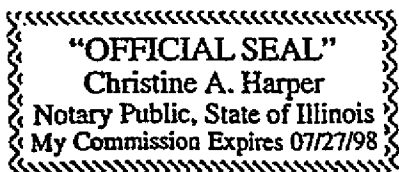
Signed at Chicago, in the County of Cook, State of Illinois, this 2nd day of December 1996.

By: [Signature]
Wheelabrator Water Technologies Inc.

STATE OF)
COUNTY OF)

On this 2nd day of December, 1996 personally before me came Linda Wite, 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.

[Signature]
Notary Public



Division

Microfloc

<i>Mark</i>	<i>Country</i>	<i>Reg. No.</i>	<i>Application No.</i>	<i>Case No.</i>
ADSORPTION CLARIFIE	USA	1741137	176124	941337
AQUARITROL	USA	1190549	302075	95038
AQUARIUS	USA	981603	411429	95080
Copyright Reg.	USA	493961	0	95139
FLOMATCHER	USA	668280	42015	95308
HYDROPERM	USA	1219882	315250	941289
INTERNALIFT	USA	1110805	154778	941316
LOAD CEL	USA	772194	170904	95308
MICROFLOC	Great Britain	972770	0	95082
MICROFLOC	Mexico	341927	32417	95092
MICROFLOC & design	Canada	152434	294973	941301
MICROFLOC & design	USA	751709	140150	941310
MICROFLOC & design	Venezuela	73696	4958	941286
MICROFLOC & design	Venezuela	70862	4960	941285
MICROFLOC & design	Peru	10821	0	941290
MICROFLOC & design	Peru	10820	0	941291
MICROFLOC & design	S. Korea	259233	9012749	941299
MICROFLOC & design	Paraguay	128289	185960	941288
MICROFLOC & design	Australia	233573	233573	941303
MICROFLOC & design	Paraguay	128290	185960	941289
MICROFLOC & design	Finland	59407	474069	95309
NAUTILUS	USA	1092229	106675	941284
RECLA-MATE	USA	972816	399185	95085
TRI-MITE	USA	1534167	748625	941242
TRI-MITE	Great Britain	0	0	95303
TRI-MITE	Canada	0	0	95302
TRI-MITE	Australia	0	0	95301
TRICON	Canada	0	0	95298
TRICON	USA	0	0	941208

Tuesday, November 12, 1996

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