

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Filter Company		12/31/1999	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Filter Wastewater Group, Inc.
Street Address:	181 Thorn Hill Road
City:	Warrendale
State/Country:	PENNSYLVANIA
Postal Code:	15086
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1410370	AERALATER

CORRESPONDENCE DATA

Fax Number: (978)454-6094
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 978/614-7432
 Email: carterp@usfilter.com
 Correspondent Name: Pamela J. Carter
 Address Line 1: 75 Technology Drive
 Address Line 2: USFilter
 Address Line 4: Lowell, MASSACHUSETTS 01851

ATTORNEY DOCKET NUMBER:	U04-00004US
NAME OF SUBMITTER:	Pamela J. Carter

Total Attachments: 7
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State of Delaware
Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"GENERAL FILTER COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "U.S. FILTER WASTEWATER GROUP, INC." UNDER THE NAME OF "U.S. FILTER WASTEWATER GROUP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF DECEMBER, A.D. 1999, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1999.





Edward J. Freel, Secretary of State

2267139 8100M

AUTHENTICATION: 0848513

001621080

DATE: 12-12-00

TRADEMARK
REEL: 002806 FRAME: 0615

**CERTIFICATE OF OWNERSHIP AND MERGER
MERCING
GENERAL FILTER COMPANY
INTO
U.S. FILTER WASTEWATER GROUP, INC.**

U.S. Filter Wastewater Group, Inc., a corporation organized and existing under the laws of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on June 28, 1991, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of each class of the stock of General Filter Company, a corporation incorporated on May 19, 1981, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, on December 1, 1999, filed with the minutes of the Board:

RESOLVED: That the Corporation be merged with General Filter Company, a Delaware corporation, effective December 31, 1999, with U.S. Filter Wastewater Group, Inc., to be the surviving corporation, upon the terms and conditions as set forth in the Agreement and Plan of Merger, dated December 1, 1999 attached hereto as Exhibit A and that the proper officers of the Corporation be, and they hereby are, authorized and directed to execute and deliver said Agreement and Plan of Merger on behalf of the Corporation.

RESOLVED: That the proper officers of the Corporation be, and they hereby are, authorized, directed and empowered to take any and all other actions and to execute, deliver and file any and all other documents, instruments and certificates which such officers shall deem necessary or desirable to effect the transactions contemplated by the aforesaid Agreement and Plan of Merger, the necessity or desirability therefor being conclusively proven by the actions taken or the document executed.

FOURTH: The merger shall become effective as of December 31, 1999.

IN WITNESS WHEREOF, said U.S. Filter Wastewater Group, Inc., has caused this Certificate to be signed by Kevin L. Spence, its Vice President this 1st day of December, 1999.

U.S. FILTER WASTEWATER GROUP, INC.

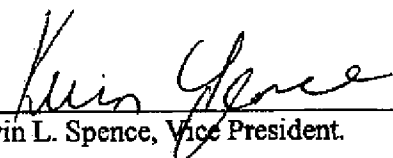
By: 
Kevin L. Spence, Vice President.

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of December 1, 1999, ("Agreement") by and between General Filter Company, a Delaware corporation ("Mergee"), and U.S. Filter Wastewater Group, Inc., a Delaware corporation ("U.S. Filter Wastewater Group"). Mergee and U.S. Filter Wastewater Group, Inc. are sometimes hereinafter collectively referred to as the "Constituent Corporations."

BACKGROUND

In order to take advantage of more modern corporate law statute and a more fully-developed body of corporate case law, the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

TERMS

The parties hereto agree as follows:

Article I

Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Article I hereof) Mergee shall be merged with and into U.S. Filter Wastewater Group (the "Merger") pursuant to the provisions of the Delaware General Corporation Law, the separate corporate existence of Mergee shall cease, and U.S. Filter Wastewater Group, Inc. shall be the surviving corporation ("Surviving Corporation") and continue its existence under Delaware Law under the name "U.S. Filter Wastewater Group, Inc."

Effect of Merger. At the effective time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of said Constituent Corporations on whatever account, for stock subscriptions as well as all other things in action or belonging to each of such corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of this Agreement; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to said Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

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Shareholder Approval. Subsequent to the execution of this Agreement, Mergee and U.S. Filter Wastewater Group shall submit this Agreement to each of its shareholders for their approval pursuant to the applicable provisions of the Delaware General Corporation Law.

Instruments of Merger. Following the approval of this Agreement by the shareholders of Mergee, upon fulfillment or waiver of the other conditions specified in Article IV hereof and provided that this Agreement has not been terminated pursuant to Article V hereof, the parties hereto will cause the Merger to be consummated by filing with the Secretary of State of the State of Delaware the appropriate Certificate of Merger, duly executed between and by Mergee and U.S. Filter Wastewater Group in accordance with the respective requirements of the Delaware General Corporation Law and this agreement.

Effective Time. The Merger shall become effective as of December 31, 1999, (such date and time being herein sometimes referred to as the "Effective Time").

Article II

Certificate of Incorporation; Bylaws. The Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of U.S. Filter Wastewater Group as in effect at the Effective Time without further shareholder action. The Bylaws of the Surviving Corporation shall be the same as the Bylaws of U.S. Filter Wastewater Group in effect at the Effective Time without further shareholder action.

Directors. The directors of U.S. Filter Wastewater Group immediately prior to the Effective Time shall continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

Officers. The officers of U.S. Filter Wastewater Group immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office until at the pleasure of the Board of Directors of the Surviving Corporation.

Article III

Conversion of Stock. At the Effective Time: Each share of the common stock \$.01 par value per share, of Mergee ("Mergee Common Stock") issued and outstanding immediately prior to the Effective Time and each share of Mergee Common Stock held in Mergee's treasury immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and no cash, securities or other consideration shall be delivered in exchange therefor. Each share of Common Stock, \$.01 par value, of U.S. Filter Wastewater Group issued and outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, automatically

be converted into one share of common Stock, par value \$.01 per share, of the Surviving Corporation.

Article IV

Conditions of Merger. Consummation of the Merger is subject to the satisfactions of the following conditions on or before the Effective Time:

Shareholder Approval. The Merger shall have received the requisite approval of the sole shareholder of Mergee and U.S. Filter Wastewater Group;

Third Party Consents. All required consents of third parties with respect to the transactions contemplated by this Agreement are obtained.

These conditions regarding third-party consents set forth above may be waived in the discretion of the Board of Directors of the Company.

Article V.


Modification and Termination. Notwithstanding satisfaction of the conditions set forth in Article IV hereof, at any time before the Effective Time, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Mergee and U.S. Filter Wastewater Group, provided that no modification, unless adopted and approved by the shareholders of Mergee in the manner prescribed under Delaware law, shall (i) change the amount of kind of shares to be received as a result of the Merger following the approval of this Agreement by the shareholders of Mergee, (ii) change any of the terms of the Certificate of Incorporation or (iii) change the terms of this Agreement, if any such change would adversely affect the shareholders of Mergee; and (b) this Agreement may be terminated and abandoned, or its consummation deferred for a reasonable period, if in the opinion of Mergee's Board of Directors, or in the case of deferral, of an authorized officer, such action would be in the best interests of Mergee and its shareholders.

Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Mergee such deeds and other instruments, and there shall be taken or caused to be taken by it all further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Mergee, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Mergee or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

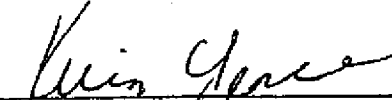
Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GENERAL FILTER COMPANY

By: 
Kevin L. Spence, Vice President

U.S. FILTER WASTEWATER GROUP, INC.

By: 
Kevin L. Spence, Vice President