

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
USFilter Process Water Systems, Inc.		07/31/2004	INC. ASSOCIATION: DELAWARE

RECEIVING PARTY DATA	
Name:	USFilter PWS Inc.
Street Address:	725 Wooten Road
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80915
Entity Type:	INC. ASSOCIATION: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	0857473	AVGF
Registration Number:	0866809	FAVAIR
Registration Number:	0872563	ION X CHANGER
Registration Number:	2122146	MEMBRA PRO
Registration Number:	2122145	MEMBRAPURE
Registration Number:	2131024	MEMBRASTILL
Registration Number:	0242315	"PERMUTIT"
Registration Number:	1573891	SULFEX
Registration Number:	0440660	ZEO-REX

CORRESPONDENCE DATA	
Fax Number:	(978)454-6094
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	978-934-9349
Email:	RavensteinM@USFilter.com
Correspondent Name:	Matt Ravenstein

CH \$240.00 0857473

Address Line 1: 75 Technology Drive
Address Line 4: Lowell, MASSACHUSETTS 01851

ATTORNEY DOCKET NUMBER: DIV9155 - PWS ASGNS

NAME OF SUBMITTER: Matt Ravenstein

Total Attachments: 5

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TRANSFERRED MARKS ASSIGNMENT AGREEMENT

THIS TRANSFERRED MARKS ASSIGNMENT AGREEMENT (this "Agreement"), dated as of July 31, 2004 (the "Effective Date"), by and between USFilter PWS Inc., a Delaware corporation, ("Assignee"), and USFilter Process Water Systems, Inc., a Delaware corporation ("Assignor"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the SPA (as defined below).

WITNESSETH:

WHEREAS, United States Filter Corporation and Siemens Corporation are parties to that certain Stock Purchase Agreement, dated May 12, 2004 (as amended from time to time, the "SPA"); and

WHEREAS, pursuant to the transactions contemplated under the SPA, Assignee is to acquire all right, title and interest in and to certain assets, including certain intellectual property rights, of Assignor.

NOW, THEREFORE, in consideration the premises and mutual agreements set forth in the SPA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby, as of the Effective Date, irrevocably assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Intellectual Property"):

- (a) the trademark registrations and applications for registration set forth on Schedule I attached hereto, together with all of the goodwill associated therewith, all extensions and renewals thereof, and any and all priority rights, convention rights and other benefits accruing or to accrue with respect thereto; and
- (b) all claims, whether known or unknown, for past, present and future infringement, dilution or violation of the foregoing, including all rights to obtain damages and other monetary compensation and to obtain injunctive relief in connection therewith, and all documents and information relating to any cancellation, opposition and other proceedings involving the foregoing.

This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the SPA (which SPA shall govern in the event of a conflict between the terms hereof and those set forth in the SPA).

2. Acknowledgement. Assignor and Assignee acknowledge that the rights in any ITU trademark application filed with the United States Patent and Trademark Office that are

being transferred hereunder are being transferred in connection with that portion of the business of Assignor to which such application relates.

3. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Intellectual Property and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee, its successors and assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, statements of use, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Assigned Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Assigned Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office. The Parties acknowledge and agree that Section 6.15 of the SPA shall govern the allocations of costs regarding the foregoing.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to its conflict of laws doctrines.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument.

6. No Presumption. Assignor and Assignee, each represented by legal counsel, have each participated in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions of this Agreement.

7. Entire Agreement. This Agreement together with the SPA sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written.

8. Delivery of Tangible Items. The Parties shall cooperate to arrange for prompt delivery of prosecution files relating to the Assigned Intellectual Property that are in the possession or control of Assignor. Assignor shall bear the cost of such delivery.

9. Maintenance. Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Assigned Intellectual Property to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned Intellectual Property in force and in effect in the interim time until Assignee takes full control over the prosecution and maintenance of the Assigned Intellectual Property, provided that Assignee does not unreasonably delay in taking such full control.

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Schedule I

USF File No.	Trademark	Country	Classes	Status	Application No.	Registration No.
P02-00010	AVGF	United States	11	Registered	72/281921	0857473
P02-00008	FAVAIR	United States	11	Registered	72/292135	0866809
I02-00005	IONXCHANGER	United States	11	Registered	72/286677	0872563
M-00002	MEMBRAPRO	United States	11	Registered	75/016168	2122146
M-00003	MEMBRAPURE	United States	11	Registered	75/016166	2122145
M-00004	MEMBRASTILL	United States	11	Registered	75/016167	2131024
P02-00001	PERMUTIT	United States	1, 11	Registered	71/258539	0242315
P02-00005	SULFEX	United States	40	Registered	73/758945	1573891
P02-00007	ZEO-REX	United States	1	Registered	71/525103	0440660