

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
IP Holding Company		07/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	USFilter Corporation
Street Address:	181 Thorn Hill Road
Internal Address:	Legal/IP Department
City:	Warrendale
State/Country:	PENNSYLVANIA
Postal Code:	15086
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:	978-934-9349
Email:	RavensteinM@USFilter.com
Correspondent Name:	Matt Ravenstein
Address Line 1:	75 Technology Drive
Address Line 2:	Legal/IP Department
Address Line 4:	Lowell, MASSACHUSETTS 01851

ATTORNEY DOCKET NUMBER:	DIV9155 FOR W-00039
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NAME OF SUBMITTER:	Matt Ravenstein
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Total Attachments: 6
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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 Corporation, a Delaware corporation ("Assignee"), and IP Holding Company, 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.

10. Domain Name Registrations. Without limiting the obligations set forth in Section 3 hereof, concurrent with the execution of this Agreement, the Parties shall cooperate to

complete registrant name change agreements with respect to the domain name registrations assigned hereunder, and to submit or file such registrant name change agreements to or with the applicable Internet domain name registrar in accordance with the policies and rules of such Internet domain name registrar as promptly as practicable on or after the Effective Date.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties by their respective duly authorized officers, all as of the date first above written.

IP HOLDING COMPANY

By: [Signature]
Name: James W. Dierker
Title: Vice President

STATE OF California
COUNTY OF Riverside) ss.:

On this 31 day of July, 2004, personally appeared before me James W. Dierker who stated that (s)he is the Vice President of IP HOLDING COMPANY, and that the above Agreement was signed in behalf of said corporation by authority of its board of directors and acknowledged said Agreement to be its voluntary act and deed. Before me:



[Signature]
Notary Public
My Commission Expires: March 26, 2006

Witnessed By: Kristin Taylor
Name: Kristin Taylor
Nationality: US
Address: 4004 Cook St. Palm Desert, CA

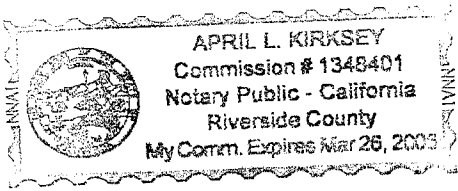
Witnessed By: Deanna Magro
Name: Deanna Magro
Nationality: US
Address: 4004 Cook St. Palm Desert, CA

USFILTER CORPORATION

By: *Stephen P Stanczak*
Name: Stephen P. Stanczak
Title: President

STATE OF California)
COUNTY OF Riverside) ss.:

On this 31 day of July, 2004, personally appeared before me Stephen P. Stanczak who stated that (s)he is the President of USFILTER CORPORATION, and that the above Agreement was signed in behalf of said corporation by authority of its board of directors and acknowledged said Agreement to be its voluntary act and deed. Before me:



Aliebsay
Notary Public
My Commission Expires: March 26, 2008

Witnessed By: *Kristin Taylor*
Name: KRISTIN TAYLOR
Nationality: American
Address: 4004 Cook St.
Palm Desert, CA 92211

Witnessed By: *Deanna Magro*
Name: Deanna Magro
Nationality: America
Address: 40-004 Cook St. Palm Desert, CA
92211

Schedule I

Trademarks Assigned from IP Holding Company to USFilter Corporation

USF Case No.	Trademark	Country	Classes	Status	Application No.	Registration No.
W-00039	AQUARIUS	Canada	N/A	Registered	353678	195930
		United States	31	Registered	72/411429	981603
I-00030	IONPURE	France	11	Registered	1542410	1542410
		Germany	11	Registered		1158441
		Spain	11	Registered		1994781
		United Kingdom	11	Registered	B1391117	B1391117
W-00029	MEMCLEAN	United States	11	Registered	73/673032	1478567
W-00010	MEMTEK	Taiwan	84	Registered	7853581	488049
		United States	11	Registered	73/819758	1587648
W-00059	MICROFLOC	United Kingdom	11	Registered	972770	972770
W-00008	MICROFLOC (and Design)	Australia	11	Registered	233573	233573
W-00007		Canada		Registered	294973	152434
W-00053	TRIDENT	United States	11	Registered	453456	1301484
W-00041	TRI-MITE	United States	11	Registered	73/748625	1534167