

FORM PTO-1594

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Water Applications & Systems Corporation
Entity: Delaware corporation
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: Culligan International Company
Address: One Culligan Parkway
Northbrook, IL 60062
Entity: Delaware corporation

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Date: September 24, 2004

If assignee is not domiciled in the United States, an appointment of domestic representative is attached: Yes No
Additional name(s) & address(es) attached: Yes No

4. Application or Registration number(s):
A. Trademark Application No.(s)
78/422,094
Additional numbers attached? Yes No

B: Trademark Registration No.(s)
1,823,671
1,860,838
2,345,009
2,666,905

5. Name and address of party to whom correspondence concerning document should be mailed:
Please send the recorded assignment back by e-mail to pmcbride@sonnenschein.com or by fax to 312/876-7934 to the attention of:
Peggy L. McBride, Trademark Paralegal
SONNENSCHN NATH & ROSENTHAL LLP
P.O. Box 061080
Wacker Drive Station, Sears Tower
Chicago, IL 60606-1080
Ref. No(s): 50048290-1000

6. Total number of trademark applications and registrations involved: 5
7. Total Fee (37 CFR 3.41) \$140.00
Authorization is given to charge the deposit account for the above fee and any additional fees required or to credit any overpayment.
8. Deposit Account Number: 19-3140

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peggy L. McBride
Name of Person Signing

Signature

October 1, 2004
Date

Total number of pages including cover sheet and attached documents: 9

Mail documents to be recorded and required cover sheet information to:
By Fax: 703/306-5995
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

CH \$140.00 193140 78422094

EXECUTION COPY**Transferred Marks Assignment Agreement**

THIS TRANSFERRED MARKS ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 24, 2004 (the "Effective Date"), by and among Culligan International Company, a Delaware corporation ("Assignee"), and Water Applications & Systems Corporation, a Delaware corporation, formerly known as United States Filter 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, Assignor, CDRC Holding S.ÀR.L., Assignee, and USF Consumer & Commercial WaterGroup, Inc., now known as Culligan Corporation are parties to that certain Stock Purchase Agreement dated as of July 22, 2004 (as the same may be amended, the "SPA") pursuant to which Assignee is to acquire all of Assignor's right, title and interest in and to certain assets, including but not limited to the trademarks and trademark applications listed on Schedule I hereto (the "Assigned Trademarks");

NOW, THEREFORE, in consideration of good and valuable consideration paid pursuant to the terms and conditions of the SPA, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agrees as follows:

1. Assignment. Assignor hereby, as of the Effective Date, irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, (i) all of Assignor's right, title and interest in and to the Assigned Trademarks, including all goodwill associated with the Assigned Trademarks and symbolized thereby, and (ii) all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Trademarks, including without limitation, the right to compromise, sue for and collect such profits and damages, each of the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. 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 the portion of the business of Assignor relating to such application, which business is ongoing and existing.

3. Further Assurances. Subject to Section 5.8 of the SPA, Assignor shall, at any time and from time to time on and after the Closing Date, upon request by Assignee and without further consideration, take or cause to be taken such actions and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments, documents, transfers and conveyances as may be required for the conveying, transferring, assigning and

delivering of the Assigned Trademarks to Assignee and otherwise for the consummation of the transactions contemplated by this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the United States, in respect to trademark issues, and in all other respects including as to validity, interpretation and effect by the Laws of the State of New York, without regard to its conflict of laws doctrines that would require application of the law of another jurisdiction.

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.

[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.

WATER APPLICATIONS & SYSTEMS CORPORATION (formerly known as United States Filter Corporation)

By: [Signature]
Name: Brian J. Clarke
Title: Vice President

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 27th day of September, 2004, personally appeared before me Brian J. Clarke who stated that (s)he is the Vice President of Water Applications & Systems Corporation, (formerly known as United States Filter Corporation) a 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:



Amy C. McLean
Notary Public
My Commission Expires: 11/26/06

Witnessed By: Patti Gariti
Name: Patti Gariti
Nationality: White - American
Address: 956 Ridgefield Lane
Wheeling, IL 60090

Witnessed By: Stedouline M. Smith
Name: STEDOUINE M. SMITH
Nationality: AFRICAN-AMERICAN
Address: 4407 Oriole Court
GURNEE, IL 60031

CULLIGAN INTERNATIONAL COMPANY

By: Susan E. Bennett
Name: Susan E. Bennett
Title: Vice President & Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 27th day of September 2004 personally appeared before me Susan E. Bennett who stated that (s)he is the Vice President & Sec. of Culligan International Company, a 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:



Amy C. McLean
Notary Public
My Commission Expires: 11/26/06

Witnessed By: Patti Garcia
Name: Patti Garcia
Nationality: White American
Address: 456 Redgfield Ln
Wheeling, IL 60090

Witnessed By: Jacqueline M. Smith
Name: JACQUELINE M. SMITH
Nationality: AFRICAN-AMERICAN
Address: 4408 DODD CT
WHEELING, IL 60091

Schedule I

Transferred Intellectual Property Assets: Transferred Marks**United States**

USF Case No.	Trademark	Class	Status	Application Number	Registration Number	Current Owner of Record
C04-0040	A BETER SHOWER WITH BETTER WATER	11	Pending	78422094		United States Filter Corporation
C07-00004	IQS/JR.	9	Registered	75/621972	2345009	
W08-00049	DURO	7	Registered	75/982929	2666905	
W08-00008	LOGIC Stylized	11	Registered	74/227880	1823671	
W08-00013	RUTH BERRY WORLD'S FINEST WATER PUMP AND DESIGN	11	Registered	74/404781	1860838	

Transferred Intellectual Property Assets: Transferred Marks

Canada

USF Case No.	Trademark	Class	Status	Application Number	Registration Number	Current Owner of Record
C07-00004	IQS/JR.	N/A	Registered	1019718	TMA548987	United States Filter Corporation
W08-00005	CLASSIC WATER	N/A	Registered	1023748	TMA546475	
W08-00001	PURETEC	N/A	Registered	882518	TMA534675	

SCHEDULE 3.12(b)(i)

TRANSFERRED INTELLECTUAL PROPERTY ASSETS: TRANSFERRED MARKS

Case No.	Trademark	Country	Class	Status	Application Number	Registration Number	Current Owner of Record
C04-00040	A BETTER SHOWER WITH BETTER WATER	USA	11	Pending	78422094		United States Filter Corporation
C07-00004	IQS/JR.	Canada	N/A	Registered	1019718	TMA548987	
		USA	9	Registered	75/621972	2345009	
W08-00005	CLASSIC WATER	Canada	N/A	Registered	1023748	TMA546475	
W08-00049	DURO	USA	7	Registered	75/982929	2666905	
W08-00008	LOGIC	USA	11	Registered	74/227880	1823671	
W08-00001	PURETEC	Canada	N/A	Registered	882518	TMA534675	
W08-00013	RUTH BERRY WORLD'S FINEST WATER PUMP AND DESIGN	USA	11	Registered	74/404781	1860838	

