

Attorney Docket No.: W0494-2059

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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)

Wheelabrator Water Technologies, Inc.

Individual(s) citizenship:

Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies):

Name: IP Holding Company

Internal
Address:

Street Address: 10 Technology Drive
Lowell, MA 01851

Individual(s) citizenship:

3. Nature of conveyance:

Assignment

Execution Date: December 2, 1996

If assignee is not domiciled in the United States, a domestic representative designation may be attached.

(Designations may be a separate document from assignment.)

Additional name(s) & address(es) attached? No

4. Application number(s) or Registration number(s):

A. Trademark Application No(s):

B. Trademark Registration No(s):
1,273,327

Additional number(s) attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

Aaron W. Moore
Lowrie, Lando & Anastasi, LLP
One Main Street, 11th Floor
Cambridge, MA 02142

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41)

\$40.00

Authorized to be charged to deposit account
 Enclosed

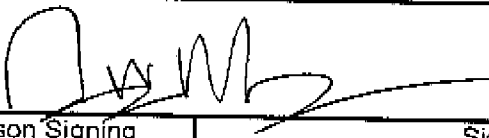
If the enclosed fee is insufficient, the Commissioner is authorized to charge the fee to the account of the undersigned.

8. Deposit account number: 50/2762

DO NOT USE THIS SPACE

9. Signature

Aaron W. Moore



10/8/04

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450,
Alexandria, VA 22313-1450

CH \$40.00 602762 1273327

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.

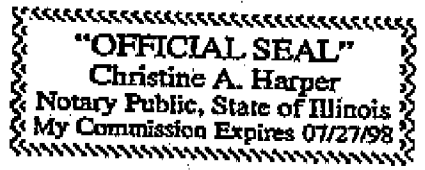
Signed at Chicago, in the County of Cook, State of Illinois, this 2nd day of December, 1996.

By: [Signature]
Wheelabrator Water Technologies Inc.

STATE OF)
COUNTY OF)

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

Christine A. Harper
Notary Public



The Molder design	USA	1273327	369523	65006
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Division *Wheelabrator Corporation Ca*

<i>Mark</i>	<i>Country</i>	<i>Reg No.</i>	<i>Application No.</i>	<i>Case No</i>
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Business Group JOHNSON

Division *Johnson Screens*

<i>Mark</i>	<i>Country</i>	<i>Reg No.</i>	<i>Application No.</i>	<i>Case No</i>
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