

09-15-2005

RECORD
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103082204

To the Director of the U. S. Patent and Trademark

or the new address(es) below.

1. Name of conveying party(ies):

Thames Water Products Limited

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other company registered in England and Wales

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 28, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ashbrook Simon-Hartley Limited

Internal

Address: 10/11 Brindley Court

Street Address: Lymedale Business Park

City: Newcastle-under-Lyme

State: Staffordshire

Country: Great Britain Zip: ST5-9QH

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

US 2810496

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
see attached Assignment, page A-1

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

Name: Jeffrey L. Wendt

Internal Address: _____

Street Address: 34 Driffoak Circle

City: The Woodlands

State: Texas Zip: 77381

Phone Number: 936-321-3856

Fax Number: 936-321-3856

Email Address: jwendt3@houston.rr.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Jeffrey L. Wendt
Signature

September 8, 2005
Date

09/14/2005 DBYRNE 00000130 2810496

01 FC:8521 40.00 Jeffrey L. Wendt
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003220 FRAME: 0267

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made effective as of January 26, 2005 ("Assignment Date") by Thames Water Products Limited, a company registered in England and Wales under company number 2249185 and whose registered office is at Clearwater Court, Vastern Road, Reading, Berks RG1 8DB ("Assignor"), to Ashbrook Simon-Hartley Limited, incorporated and registered in England and Wales, having a place of business at 10/11 Brindley Court, Lymedale Business Park, Newcastle-under-Lyme, Staffordshire, ST5 9QH ("Assignee").

WHEREAS, Assignor acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademarks and registrations thereof, and applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," and "Registrations" respectively), along with the goodwill of the business appurtenant to said Marks; and

WHEREAS, Assignor has agreed to transfer and assign to Assignee its entire rights, title and interests in and to the Marks and Registrations, and the goodwill appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests throughout the world in and to the Marks and Registrations, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the Assignment Date.


2. Assignor hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office and all relevant non-United States Patent and Trademark Offices to issue any and all trademarks granted upon applications identified in Exhibit A to Assignee for the sole use and enjoyment of Assignee, and to record this Assignment for the Marks and Registrations so as to establish Assignee as owner of record of the Marks and Registrations.

3. Assignor further agrees for itself, its predecessors, successors, and assigns, without further consideration, to execute and have executed any and all other documents of any kind whatsoever necessary to fully secure to Assignee, or to Assignee's successors-in-interest or assigns, the assigned rights in the Marks and Registrations along with the goodwill of the business appurtenant to said Marks, to provide whatever information may be required, to carry out the terms and intent of this Assignment and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment so that Assignee's ownership of the Marks and Registrations is duly made of record.

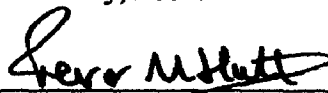
4. This Assignment shall be governed and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts. Final judgment by such courts shall be conclusive and may be enforced in any manner permitted by law.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on this 21 day of January, 2005.

THAMES WATER PRODUCTS LIMITED

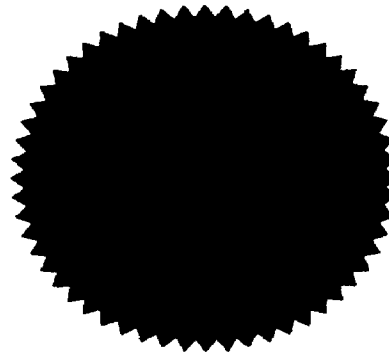
By: 
Name: Carl Millington
Title: Director

Before me personally appeared said Carl Millington and acknowledged that he is a Director of Thames Water Products Limited, that he has the authority to execute this Assignment on behalf of Thames Water Products Limited, and has acknowledged the foregoing instrument to be his free act and deed this 21 day of January, 2005.


Notary Public

PETER M. HUTT
NOTARY PUBLIC
FIELD SEYMOUR PARKES
1 LONDON STREET
READING, BERKS

My Commission expires: Endless for life



SCHEDULE A

**Trademarks, Registrations and Applications for Registration
owned by Thames Water Products Limited**

Country	Mark	Application No.	Registration No.	Last Recorded Owner
US	V-FOLD	78/160,118	2,810,496	Thames Water Products Limited, dba Simon-Hartley
EU	ASHBROOK	2516680	2516680	Thames Water Products Limited t/a Simon-Harley
U.K.	ASHBROOK SIMON-HARTLEY	2348742	2348742	Thames Water Products Limited
U.K.	SIMON-HARTLEY	2348743	2348743	Thames Water Products Limited