

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquion Water Treatment Products, LLC		12/23/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AWTP, LLC		
Street Address:	560 Oakwood Avenue		
Internal Address:	Suite 203		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76582452	AQUA TRAVELER	
Serial Number:	76638330	PROSYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-861-6371		
Email:	prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	35770-21 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

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Signature:	/Renee M. Prescan/
Date:	01/24/2006
Total Attachments: 4 source=Aquion Water-AWTP TM Assgmt#page1.tif source=Aquion Water-AWTP TM Assgmt#page2.tif source=Aquion Water-AWTP TM Assgmt#page3.tif source=Aquion Water-AWTP TM Assgmt#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 23rd day of December, 2005 by AQUION WATER TREATMENT PRODUCTS, LLC, a Delaware limited liability company having its principal place of business at 425 North Martingale Road, Suite 450, Schaumburg, Illinois 60173 ("Assignor"), and AWTP, LLC, a Delaware limited liability company having its principal place of business at 560 Oakwood Avenue, Suite 203, Lake Forest, Illinois ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 23, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain Intellectual Property as defined in the Agreement; and

WHEREAS, Assignor is willing in connection with certain transactions being consummated on the date hereof to assign to Assignee all of Assignor's right, title and interest in and to, together with the goodwill symbolized by, the trademark applications and trademark registrations listed on Schedule A attached hereto (collectively, "Trademarks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in the Trademarks, together with the goodwill symbolized by said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks set forth on Schedule A, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, together with the goodwill symbolized by said Trademarks and the right to all income, royalties or payments due or payable with respect thereto and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee of the Trademarks listed on Schedule A, for the sole use and enjoyment of the Assignee, its successors, legal representatives and assigns.

Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks listed on Schedule A and all other rights hereby conveyed.

**AQUION WATER TREATMENT PRODUCTS,
LLC**

By: Robert B. Reiter
Name:
Title:

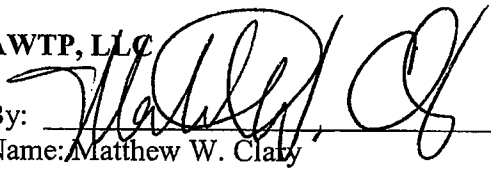
AWTP, LLC

By: _____
Name:
Title:

**AQUION WATER TREATMENT PRODUCTS,
LLC**

By: _____
Name:
Title:

AWTP, LLC

By:  _____
Name: Matthew W. Clary
Title: Vice President

SCHEDULE A

Trademark	Application Number
AQUA TRAVELER	76/582452
PROSYSTEMS	76/638330