

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sulzer Pumps Houston Inc.		02/28/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grundfos CBS Inc.		
<b>Street Address:</b>	902 Koomey Road		
<b>City:</b>	Brookshire		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77423		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1037299	PACO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(323)934-0202		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3239342300		
<b>Email:</b>	dperez@ladas.com		
<b>Correspondent Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	5670 Wilshire Blvd., Suite 2100		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90036		
<b>NAME OF SUBMITTER:</b>	M. Iris Hess		
<b>Signature:</b>	/M. Iris Hess/		
<b>Date:</b>	11/14/2006		

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Total Attachments: 11  
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is entered into effective as of February 28 2006 by and between Sulzer Pumps Houston Inc., a Delaware corporation (the "Assignor"), and Grundfos CBS Inc., a Delaware corporation (the "Assignee").

**WHEREAS**, Assignee and Grundfos Holding AG, as Buyers, and Assignor and Sulzer Pumps Ltd., as Sellers, have entered into a Purchase and Sale Agreement dated as of January 9, 2006 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, substantially all of the assets owned and used by the Assignor in the Business as more particularly set forth in the Purchase Agreement (capitalized terms used herein shall have the meaning set forth in the Purchase Agreement); and

**WHEREAS**, in connection with the transactions contemplated by the Purchase Agreement, Assignee and Assignor desire that all of Assignor's Owned Intellectual Property be assigned and transferred to Assignee.

**NOW THEREFORE**, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

1.1. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, Assignor does hereby assign, transfer and sell to Assignee all of its right, title and interest in and to the Owned Intellectual Property, free and clear of any Security Interests other than Permitted Exceptions.

1.2. Assignor hereby agrees to assist Assignee, at Assignee's reasonable request from time to time, to enforce the rights assigned hereby and to obtain and/or transfer the rights of exclusive use of the Owned Intellectual Property, and will execute all documents reasonably necessary or appropriate for this purpose.

2. **MISCELLANEOUS**

2.1. **Amendment.** No amendment or waiver of any provision of this Assignment shall be effective unless in writing and executed by the parties hereto in the case of an amendment or the party entitled to the benefit of the provision to be so waived in the case of a waiver.

2.2. **Notice.** All notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

2.4. Governing Law. This Assignment shall be construed under and governed by the laws of the State of New York without regard to its conflicts of laws provisions.

2.5. Counterparts. For the convenience of the parties and to facilitate execution, this Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

2.6. Arbitration. Any controversy or claim arising out of or relating to this Assignment shall be settled by arbitration in accordance with the provisions set forth in Section 10.14 of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the day and year first above written.

Assignor

SULZER PUMPS HOUSTON INC.

By: 

Name: Urs Raffgeb

Title: Vice President/General Manager

Assignee

GRUNDFOS CBS INC.

By: \_\_\_\_\_

Name: Søren Ø. Sørensen

Title: Chairman

Assignment of Intellectual Property

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment of Intellectual Property as of the day and year first above written.

**Assignor**

SULZER PUMPS HOUSTON INC.

By: \_\_\_\_\_

Name: Urs Rathgeb  
Title: Vice President

**Assignee**

GRUNDFOS CBS INC.

By: \_\_\_\_\_

Name: Søren Ø. Sørensen  
Title: Chairman

Assignment of Intellectual Property

## PURCHASE AND SALE AGREEMENT

Purchase and Sale Agreement entered into as of January 9, 2006, by and among Grundfos CBS Inc., a corporation organized under the laws of Delaware ("Grundfos CBS"), Grundfos Holding AG, a company organized under the laws of Switzerland ("GHAG" and, together with Grundfos CBS, the "Buyers"), Sulzer Pumps Houston Inc., a corporation organized under the laws of the State of Delaware ("SPH"), and Sulzer Pumps Ltd., a company organized under the laws of Switzerland ("SPL" and, together with SPH, the "Sellers"). Buyers and Sellers are referred to collectively herein as the "Parties".

### RECITALS

A. Sellers, through their PACO Pumps business segment, which includes Sulzer Pumps Wuxi, Ltd., a company organized under the laws of the PRC and wholly owned by SPL ("Wuxi"), are in the business of manufacturing and selling general service, sewage/non-clog, effluent/sump, special service, and multistage pumps and related products and services for the HVAC, plumbing, waste water, water treatment, steel mill, industrial, marine, recreational, semi-conductor, power, irrigation/agriculture, OEM, and petrochemical markets under the name PACO Pumps (the "Business").

B. Subject to the terms and conditions of this Agreement, Grundfos CBS is willing to purchase and SPH is willing to sell the Acquired Assets subject to the assumption by Grundfos CBS of the Assumed Liabilities, and GHAG is willing to purchase and SPL is willing to sell the Shares.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

### ARTICLE I DEFINITIONS

"AAA" has the meaning set forth in Section 10.14(c) below.

"Acquired Assets" means all of the right, title, and interest that SPH possesses in the following assets:

(a) all tangible personal property, including machinery, equipment, furniture, vehicles, tools, dies, castings, fixed assets, spare parts, maintenance equipment, materials, computers, printers and other items of personal property of every kind and description, whether owned or leased, relating principally to the operation of the Business (collectively, the "Owned Personal Property");

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(b) all of the Products, including all finished goods inventories, packaging, labeling and other supplies and materials that are used or held for use principally in connection with the sale or distribution of the Products (collectively, the "Owned Inventory");

(c) (i) the name "PACO Pumps" and all variants thereof and all rights to the use of such name and variants thereof, including all goodwill associated therewith, (ii) all Internet domain names and websites registered by or owned by SPH relating principally to the Business, including the "paco-pumps.com" website, (iii) all stationery, forms, labels, packaging (including designs, trade names and trade dress), shipping materials, catalogs, brochures, art work, photographs and advertising and promotional materials, in each case including all paper and electronic copies thereof, relating principally to the Business, (iv) all specifications, processes, know-how and show-how relating principally to the Products, and (v) all Intellectual Property related thereto or otherwise used or held for use principally in connection with the manufacturing or sale of the Products in the Business (collectively, the "Owned Intellectual Property"), including the Owned Intellectual Property set forth on Schedule 1.1(c) attached hereto;



**"Intellectual Property"** means United States and foreign (a) patents and applications therefor, and all reissues, divisions, renewals, extensions, continuations and continuations-in-part thereof; (b) copyrights, copyright registrations and applications therefor and copyrightable material; (c) registered and unregistered trademarks, service marks, service names and tradenames, registrations and applications therefor, and goodwill associated therewith; (d) Internet domain names and websites; (e) trade secrets, shop rights, mask works, firmware, computer data (including formulations and analyses), computer software (in source code and object code form) and all related programming, user and systems documentation; (f) processes and designs (whether or not patentable or reduced to practice); (g) all specifications, processes, know-how and show-how; and (h) all other intangible assets, properties and rights.

**ARTICLE II**  
**BASIC TRANSACTION**

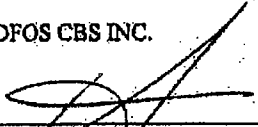
**2.1 Purchase and Sale.**

(a) Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, Grundfos CBS agrees to purchase from SPH, and SPH agrees to sell, assign, transfer, convey and deliver to Grundfos CBS, all of the Acquired Assets at the Closing for the consideration specified below in this Article II. SPH shall sell, assign, transfer, convey and deliver the Acquired Assets to Grundfos CBS free and clear of any Security Interests, other than Permitted Exceptions. SPH is not selling, and Grundfos CBS is not purchasing, the Excluded Assets.

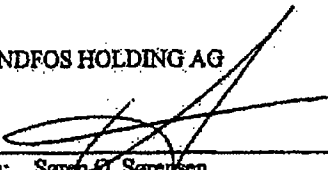
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Buyers:**

GRUNDFOS CBS INC.

By:   
Name: Søren Ø. Sørensen  
Title: Chairman

GRUNDFOS HOLDING AG

By:   
Name: Søren Ø. Sørensen  
Title: Attorney-in-Fact

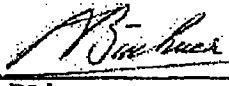
**Sellers:**

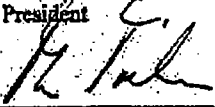
SULZER PUMPS HOUSTON INC.

By: \_\_\_\_\_  
Name: Urs Rathgeb  
Title: Vice President/General Manager

By: \_\_\_\_\_  
Name: Mauricio Gamez  
Title: Vice President Finance

SULZER PUMPS LTD.

By:   
Name: Ton Böhner  
Title: President

By:   
Name: Markus Tritschler  
Title: VP Finance, Controlling & IT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Buyers:**

GRUNDFOS CBS INC.

By: \_\_\_\_\_  
Name: Søren Ø. Sørensen  
Title: Chairman

GRUNDFOS HOLDING AG

By: \_\_\_\_\_  
Name: Søren Ø. Sørensen  
Attorney-in-Fact

**Sellers:**

SULZER PUMPS HOUSTON INC.

By: \_\_\_\_\_  
Name: Urs Rathgeb  
Title: Vice President/General Manager

By: \_\_\_\_\_  
Name: Mauricio Gamez  
Title: Vice President Finance

SULZER PUMPS LTD.

By: \_\_\_\_\_  
Name: Ton Büchner  
Title: President

By: \_\_\_\_\_  
Name: Markus Tritschler  
Title: VP Finance, Controlling & IT

Asset Purchase Agreement

Schedule 1.1(c)  
Intellectual Property  
Trademarks

<u>Owner of Record</u>	<u>Reg./Serial Number</u>	<u>Country or State</u>	<u>Trademarks</u>	<u>Classes</u>	<u>Reg. Date</u>
Paco Pumps, Inc.	187,061	Australia	PACO	7	04/13/1999
Paco Pumps, Inc.	31,892	Benelux	PACO	7	04/09/1973
Paco Pumps, Inc.	375,510	Canada	PACO	N/A	11/09/1990
Paco Pumps, Inc.	177,027	China	PACO	18	05/15/1983
Paco Pumps, Inc.	177,028	China	PACO	9	05/15/1983
Paco Pumps, Inc.	99,875	Colombia	PACO & GRAFICA	7	08/13/1982
Paco Pumps, Inc.	99,873	Colombia	PACO		
Paco Pumps, Inc.	1802/1974	Denmark	PACO	7	06/07/1974
Paco Pumps, Inc.	1363/81	Hong Kong	PACO	7	04/08/1974
Paco Pumps, Inc.	349,649	India	PACO	7	03/28/1986
Paco Pumps, Inc.	669,322	Italy	PACO	7	05/09/1973
Paco Pumps, Inc.	11,277	Kuwait	PACO	7	06/30/1979
Paco Pumps, Inc.	36,055	Philippines	PACO	7	10/14/1976
Paco Pumps, Inc.	121,863	R.O.C.	PACO	95	10/01/1979
Paco Pumps, Inc.	121,864	R.O.C.	PACO (in Chinese)	95	10/01/1979
Paco Pumps, Inc.	269/14	Saudi Arabia	PACO	7	03/22/1981
Paco Pumps, Inc.	79,598	Singapore	PACO	7	03/21/1979
Paco Pumps, Inc.	407,151	Switzerland	PACO and Design	7	04/19/1973
Paco Pumps, Inc.	407,275	Switzerland	PACO	7	04/19/1973
Paco Pumps, Inc.	1,140,230	USA	PACO MINIFLO (stylized)	7	10/07/1980
Paco Pumps, Inc.	1,037,299	USA	PACO	7	04/06/1976
Paco Pumps, Inc.	1,030,589	USA	PIP	7	01/20/1976

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