

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Siemens Water Technologies Holding Corp. | | 08/31/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Siemens Water Technologies Corp. | | |
| Street Address: | 10 Techology Drive | | |
| Internal Address: | Corporate IP Department | | |
| City: | Lowell | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01851 | | |
| Entity Type: | CORPORATION: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2846604 | DUAL STREAM | |
| Registration Number: | 2771699 | GUARDIAN | |
| Registration Number: | 2928235 | STEELGUARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (781)270-3873 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 781-270-3869 | | |
| Email: | joann.sherman@siemens.com | | |
| Correspondent Name: | JoAnn M. Sherman | | |
| Address Line 1: | 200 Wheeler Road | | |
| Address Line 2: | Suite 302 | | |
| Address Line 4: | Burlington, MASSACHUSETTS 01803 | | |
| ATTORNEY DOCKET NUMBER: | CHALFONT DIVESTITURE | | |

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REEL: 003456 FRAME: 0768

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| NAME OF SUBMITTER: | JoAnn M. Sherman |
| Signature: | /joann m sherman/ |
| Date: | 01/08/2007 |
| Total Attachments: 3 source=Trademark Assignment SWTHC to SWTC#page1.tif source=Trademark Assignment SWTHC to SWTC#page2.tif source=Trademark Assignment SWTHC to SWTC#page3.tif | |

TRADEMARK ASSIGNMENT

Effective Date: January 8, 2006

WHEREAS, Siemens Water Technologies Holding Corp., a company organized under the laws of the State of Delaware, having a principal place of business located at 181 Thorn Hill Road, Warrendale, PA 15086 (hereinafter referred to as "Assignor"), and is the owner of the entire right, title and interest in and to the trademarks, corresponding registrations and/or applications for registration respectively described and listed in Schedule A attached hereto (hereinafter referred to as "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Siemens Water Technologies Corp., a company organized under the laws of the Commonwealth of Massachusetts, having a principal place of business located at 10 Technology Drive, Lowell, MA 01851, is desirous of acquiring all right, title and interest in and to Assignor's Trademarks (hereinafter referred to as "Assignee"), together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, Assignor's entire right, title, and interest in and to said Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, as of the Effective Date; the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its affiliated companies, successors, assigns or other legal representatives; together with all rights of recovery and of legal action for claims for past, present and future infringement and misappropriation of said Trademarks, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its affiliated companies, successors, assigns, or other legal representatives; together with all rights of registration, renewals, maintenance, and protection thereof in any form; and together with all rights to income, royalties, and payments now due or hereafter due or payable in respect thereto;

Assignor hereby covenants that it has the full right to convey its interest in and to said Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, however, notwithstanding the previous sentence, this Assignment is made subject to nonexclusive licenses and other previously granted rights as may exist as of the Effective Date, as set forth in the documents granting such rights; and

Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment, and further assurances and perform all such other acts as may reasonably be required to transfer and assign all of the Assignor's right, title, and interest in and to said Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of this 8th day of January, 2006 (hereinafter called the "Effective Date" of this Assignment and is set forth be set forth in the Preamble above).

Siemens Water Technologies Holding Corp.

By: JoAnn M. Sherman
JoAnn M. Sherman
Attorney-in-fact for Deborah M. Newell
Secretary

Siemens Water Technologies Corp.

By: JoAnn M. Sherman
JoAnn M. Sherman
Attorney-in-fact for Deborah M. Newell
Vice President & Clerk

SCHEDULE A – ASSIGNED TRADEMARKS

| Trademark | Country | Status | Class | Application No. | Registration No. | Registration Date | Renewal Date |
|-------------|---------|------------|-------|-----------------|------------------|-------------------|--------------|
| DUAL STREAM | US | Registered | 11 | 78/165240 | 2846604 | 25-May-2004 | 25-May-2014 |
| GUARDIAN | US | Registered | 11 | 78/165391 | 2771699 | 07-Oct-2003 | 07-Oct-2013 |
| STEELGUARD | US | Registered | 11 | 78/165394 | 2928235 | 22-Feb-2005 | 22-Feb-2015 |
| GRIT GUARD | US | Common Law | | | | | |
| POSI-SEAL | US | Common Law | | | | | |
| WEARGUARD | US | Common Law | | | | | |