

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
SIEMENS WATER TECHNOLOGIES CORP.		03/06/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	WSG & SOLUTIONS, INC.		
Street Address:	100 Highpoint Drive, Suite 101		
City:	Chalfont		
State/Country:	PENNSYLVANIA		
Postal Code:	18914		
Entity Type:	COMPANY:		
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:	(414)277-0656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142716560		
Email:	mkeipdocket@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	100 East Wisconsin Avenue, Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202-4108		
ATTORNEY DOCKET NUMBER:	023225-9002		
NAME OF SUBMITTER:	David B. Smith		

CH \$90.00 2846604

Signature:

/david b. smith/

Date:

06/18/2007

Total Attachments: 5

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EXECUTION COPY

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 6, 2007 (the "Effective Date"), by and among 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 ("Assignor"), and WSG Solutions, Inc., a company organized under the laws of the State of Pennsylvania, having a principal place of business at 100 Highpoint Drive, Suite 101, Chalfont, Pennsylvania 18914 ("Assignee"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings described thereto in the APA (as defined below).

WITNESSETH:

WHEREAS, the Parties and/or their Affiliates are parties to that certain Asset Purchase Agreement by and between Siemens Water Technologies Corp. and WSG & Solutions, Inc. dated as of February 15, 2007 (as the same may be amended, the "APA") pursuant to which Assignee is to acquire all of Assignor's right, title and interest in and to certain assets, including certain intellectual property assets of Assignor.

NOW, THEREFORE, in consideration of good and valuable consideration paid pursuant to the terms and conditions of the APA, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agree as follows:

1. Assignment. Assignor hereby, as of the Effective Date, irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Intellectual Property"):
 - (a) the trademark registrations, applications for registration, and common law trademarks set forth on Appendix A attached hereto, together with all of the goodwill associated therewith, all extensions and renewals thereof, and any and all priority rights, convention rights and other benefits accruing or to accrue with respect thereto;
 - (b) all claims, whether known or unknown, for past, present and future infringement, dilution or violation of the foregoing, including all rights to obtain damages and other monetary compensation and to obtain injunctive relief in connection therewith, and all documents and information relating to any cancellation, opposition and other proceedings involving the foregoing.

This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the APA (which APA shall govern in the event of a conflict between the terms hereof and those set forth in the APA).

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2. Acknowledgement. Assignor and Assignee acknowledge that the rights in the [redacted] trademark application filed with the United States Patent and Trademark Office that are transferred hereunder are being transferred in connection with the portion of the business of Assignor relating to such application.
3. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Intellectual Property and Assignor agrees to execute and deliver all documents and to perform all such other actions as Assignee, its successors and assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, statements of fact, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Assigned Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Assigned Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to the United States Patent and Trademark Office
4. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to its conflict of laws doctrines.
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument.
6. No Presumption. Assignor and Assignee, each represented by legal counsel, have each participated in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions of this Agreement.
7. Entire Agreement. This Agreement together with the APA sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written.
8. Delivery of Tangible Items. The Parties shall cooperate to arrange for prompt delivery of prosecution files, relating to the Assigned Intellectual Property that is in the possession or control of Assignor. Assignor shall bear the cost of such delivery.
9. Maintenance. Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Assigned Intellectual Property to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned Intellectual Property in force and in effect in the interim time until Assignee takes full control over the prosecution and maintenance of the Assigned Intellectual Property, provided that Assignee does not unreasonably delay in taking such full control.

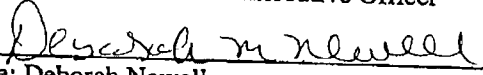
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EXECUTION COPY

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties by respective duly authorized officers, all as of the date first above written.

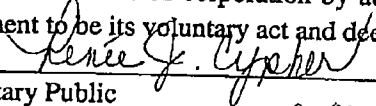
SIEMENS WATER TECHNOLOGIES CORP.

By: 
 Name: Roger Radke
 Title: President and Chief Executive Officer

By: 
 Name: Deborah Newell
 Title: Vice President and Secretary

STATE OF PA)
)
 COUNTY OF Allegheny) ss.:

On this 6th day of March, 2007 personally appeared before me Roger Radke and Deborah Newell who stated that they are the President and Chief Executive Officer and Vice President and Secretary, respectively, of SIEMENS WATER TECHNOLOGIES CORP., and that the above Agreement was signed in behalf of said corporation by authority of its board of directors and acknowledged said Agreement to be its voluntary act and deed. Before me:


 Notary Public
 My Commission Expires: 10-26-2009

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
 Renee J. Cypher, Notary Public
 Forward Twp., Butler County
 My Commission Expires Oct. 26, 2009

Member, Pennsylvania Association of Notaries

WSG & SOLUTIONS, INC.

By _____
 Name:
 Title:

STATE OF _____)
)
 COUNTY OF _____) ss.:

On this ____ day of March, 2007 personally appeared before me _____ who stated that (s)he is the _____ of WSG & SOLUTIONS, INC., and that the above Agreement was signed in behalf of said corporation by authority of its board of directors and acknowledged said Agreement to be its voluntary act and deed. Before me:

 Notary Public
 My Commission Expires: _____

EXECUTION COPY

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties by respective duly authorized officers, all as of the date first above written.

SIEMENS WATER TECHNOLOGIES CORP.

By: [Signature]
Name: Roger Radke
Title: President and Chief Executive Officer

By: [Signature]
Name: Deborah Newell
Title: Vice President and Secretary

STATE OF _____)
COUNTY OF _____) ss.:

On this ___ day of March, 2007 personally appeared before me Roger Radke and Deborah Newell who stated that they are the President and Chief Executive Officer and Vice President and Secretary, respectively, of SIEMENS WATER TECHNOLOGIES CORP., and that the above Agreement was signed in behalf of said corporation by authority of its board of directors and acknowledged said Agreement to be its voluntary act and deed. Before me:

Notary Public
My Commission Expires: _____

WSG & SOLUTIONS, INC.

By: [Signature]
Name: Stephen B. Wilcher
Title: President

[Signature]
STATE OF _____)
COUNTY OF Bucks) ss.:

On this 6th day of March, 2007 personally appeared before me Stephen B. Wilcher who stated that ~~he~~ he is the President of WSG & SOLUTIONS, INC., and that the above Agreement was signed in behalf of said corporation by authority of its board of directors and acknowledged said Agreement to be its voluntary act and deed. Before me:

[Signature]

Notary Public
My Commission Expires: _____

NOTARIAL SEAL
Noel H. Farina-Buonopane, Notary Public
Doylestown Boro., Bucks County
My commission expires May 1, 2008

Appendix A

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					