

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GE Water company/Compagnie d'eau GE		12/28/2005	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	GE Betz Canada
<b>Street Address:</b>	2300 Meadowvale Blvd.
<b>City:</b>	Mississauga, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L5N 59P
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2196237	E-CELL

**CORRESPONDENCE DATA**

Fax Number: (203)373-2181  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 203-373-2895  
 Email: trademark@corporate.ge.com  
 Correspondent Name: Catherine Mennenga  
 Address Line 1: 3135 Easton Turnpike  
 Address Line 2: Corporate Trademark Operation  
 Address Line 4: Fairfield, CONNECTICUT 06828-0001

<b>ATTORNEY DOCKET NUMBER:</b>	E-CELL ASSIGNMENT-JG
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**DOMESTIC REPRESENTATIVE**

Name: Catherine Mennenga  
 Address Line 1: 3135 Easton Turnpike

**CH \$40.00 2196237**

Address Line 2: Corporate Trademark Operation  
Address Line 4: Fairfield, CONNECTICUT 06828-0001

NAME OF SUBMITTER:	Catherine Mennenga
Signature:	/Catherine Mennenga/
Date:	08/16/2007

**Total Attachments: 9**

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**GE WATER COMPANY GENERAL CONVEYANCE**

THIS AGREEMENT is made as of the 28<sup>th</sup> day of December, 2005.

**BETWEEN:**

**GE WATER COMPANY**

- and -

**GE BETZ CANADA**

**RECITAL:**

Pursuant to a partnership contribution agreement (the "Contribution Agreement") dated December 28, 2005 between the Transferor and the Partnership, the Transferor has agreed to assign, transfer and contribute the Transferred Assets to the Partnership.

**THEREFORE**, the parties agree as follows:

**1. Definitions**

Any capitalized terms used and not otherwise defined in this Agreement shall have the meanings given to them in the Contribution Agreement.

**2. General Conveyance**

The Transferor hereby transfers, sells, conveys, assigns and delivers unto the Partnership, and the Partnership hereby acquires and accepts, effective as of the Effective Time, all of the Transferor's right, title and interest in all of the Transferred Assets.

**3. Non-Assignable Rights**

This Agreement shall not constitute an assignment or attempted assignment of legal title to any real estate or other assets, legal title to which cannot be held by the Partnership, or of any Non-Assignable Rights, which shall be dealt with in accordance with the Contribution Agreement.

**4. Assumption of Liabilities**

Subject to the terms of the Contribution Agreement, the Partnership hereby assumes the Assumed Liabilities as of the Effective Time and agrees to pay, keep, observe and perform all of the terms, covenants, conditions and obligations of the Transferor thereunder. The Partnership agrees to indemnify and hold harmless the Transferor, and the Transferor's directors, officers, successors, assigns and legal personal representatives from and against all Claims which the Transferor or such Persons may hereafter incur, suffer or be required to pay by reason of any Claim which may arise out of or relate to the failure of the Partnership from and after the date hereof to pay, keep, observe or perform any of the terms, covenants, conditions or obligations under the Assumed Liabilities and any amendments thereto.

**5. Further Assurances**

Upon the request from time to time of the Partnership the Transferor shall execute all such conveyances, bills of sale, transfers, assignments, notices and other documents and use all reasonable efforts to secure all necessary consents and approvals as, in the reasonable opinion of the Partnership, may be necessary to effectively vest title to the Transferred Assets in the Partnership or otherwise to protect or perfect any rights of the Partnership in the Transferred Assets.

**6. Conflict**

To the extent that there is a conflict between the terms and provisions of this Agreement and the Contribution Agreement, the terms and the provisions of the Contribution Agreement shall govern.

**7. Enurement**

The provisions of this Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.


**8. Governing Law**


This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada in force in the Province of Ontario.

IN WITNESS OF WHICH the parties have duly executed this Agreement.

**GE WATER COMPANY**

**GE BETZ CANADA**

By:   
Name:  
Title:

By:   
Name:  
Title:

**EXTRAORDINARY RESOLUTION OF THE  
PARTNERS OF  
GE BETZ CANADA  
(the "Partnership")**

The undersigned, being all of the partners of the Partnership, hereby sign the following resolutions:

GE WATER COMPANY CONTRIBUTION AGREEMENT

WHEREAS:

- A. The partners of the Partnership deem it advisable and in the best interests of the Partnership to accept the contribution from GE Water Company to the capital of the Partnership of the Business and all of the property, assets and undertaking of GE Water Company.
- B. Unless otherwise defined herein, all capitalized terms used in this resolution shall have the meanings given to them in the GE Water Company Contribution Agreement referred to below.

RESOLVED THAT:


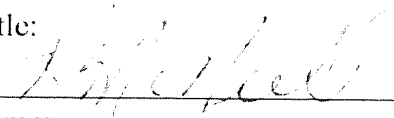
- 1. The Partnership is authorized to accept the contribution by GE Water Company of the Transferred Assets for a purchase price equal to the Fair Market Value of the Transferred Assets determined at the time of contribution, in payment for which the Partnership is to issue to GE Water Company 61,168 Units in the Partnership and to assume the Assumed Liabilities.
- 2. In connection with the contribution of the Transferred Assets, the Partnership is authorized to enter into a partnership contribution agreement between GE Water Company and the Partnership, in such form and on such terms and conditions as David Daubaras or the appropriate member of the Board of Management managing the contribution shall approve (the "GE Water Company Contribution Agreement").
- 3. David Daubaras or any member of the Board of Management of the Partnership is authorized to execute and deliver, for and on behalf of the Partnership, the GE Betz Canada Contribution Agreement.
- 4. Pursuant to the terms of the GE Water Company Contribution Agreement, the Partnership, is authorized and directed to issue to GE Water Company 61,168 Units of the Partnership.
- 5. David Daubaras or any member of the Board of Management of the Partnership is authorized, for and on behalf of the Corporation, to execute and deliver all such other agreements, certificates, instruments and other documents, and to take such other action,

as may be necessary or desirable, in his or her opinion, to carry out the intent and purpose of this resolution.

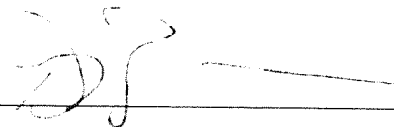
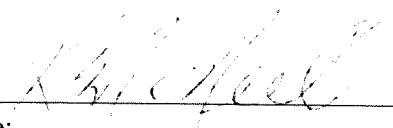
- This resolution may be executed in counterparts and by means of facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

The foregoing resolution is hereby consented to by all of the partners of the Partnership as of the 28<sup>th</sup> day of December, 2005.

**GE BETZ COMPANY**

By:   
\_\_\_\_\_  
Name:  
Title:  
By:   
\_\_\_\_\_  
Name:  
Title:

**GE BETZDEARBORN CANADA  
COMPANY**

By:   
\_\_\_\_\_  
Name:  
Title:  
By:   
\_\_\_\_\_  
Name:  
Title:

## GE WATER COMPANY CONTRIBUTION AGREEMENT

THIS AGREEMENT is made as of the 28<sup>th</sup> day of December, 2005

BETWEEN:

GE Water Company

- and -

GE Betz Canada

### BACKGROUND:

- A. The Transferor carries on the Business.
- B. The Transferor has agreed to contribute the Business and all of the property, assets and undertaking of the Transferor, other than the Excluded Assets, to the Partnership on the terms and conditions set forth in this Agreement.

THEREFORE, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

#### 1.1 Definitions

For the purposes of in this Agreement:

“**Agreement**” means this agreement, including all schedules, and all amendments or restatements as permitted, and references to “**Article**” or “**Section**” mean the specified Article or Section of this Agreement;

“**Assumed Liabilities**” means the liabilities, duties and obligations of the Transferor of every description or kind whatsoever and arising directly or indirectly out of events occurring or obligations entered into, on or before, but not after, the Effective Time, other than Excluded Liabilities;

“**Business**” means the business of manufacturing, selling, installing and servicing water treatment equipment for industrial use that is currently carried on by the Transferor;

“**Business Day**” means any day, other than a Saturday or Sunday, on which the principal office of Royal Bank of Canada in Toronto, Ontario is open for commercial banking business during normal banking hours;

“**Claims**” includes claims, demands, complaints, actions, suits, causes of action, assessments or reassessments, charges, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, including loss of value, professional fees,

including fees of legal counsel on a solicitor and his or her own client basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

“**Closing**” means the completion of the transfer by the Transferor of the Transferred Assets to the Partnership and the issue by the Partnership of Units to the Transferor under this Agreement;

“**Closing Date**” means December 28, 2005, or such other date as the Parties may agree as the date upon which the Closing shall take place;

“**Contracts**” means contracts, licences, leases, agreements, commitments, entitlements or engagements to which the Transferor is a party or by which the Transferor is bound or under which the Transferor has, or will have, any liability or contingent liability relating to the Business or the Transferred Assets and includes quotations, orders or tenders for any contract which remain open for acceptance and warranties or guarantees (express or implied);

“**Effective Time**” means 10:00 p.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as the Parties may agree as the time at which the Closing shall become effective;

“**Employees**” means those individuals employed by the Transferor on a full-time, part-time or temporary basis, relating to the Business, including those employees of the Business on disability leave, parental leave or other absence;

“**ETA**” means the *Excise Tax Act* (Canada);

“**Excluded Assets**” means the property and assets of the Transferor listed in Schedule A;

“**Excluded Liabilities**” means the liabilities and obligations of the Transferor listed in Schedule B;

“**Fair Market Value**” means the highest price available in an open and unrestricted market between informed and prudent parties, acting at arm’s length and under no compulsion to act, expressed in terms of cash;

“**Goodwill**” means the goodwill of the Business and relating to the Transferred Assets, and information and documents relevant thereto including lists of customers and suppliers, credit information, telephone and facsimile numbers, research materials, research and development files and the exclusive right of the Partnership to represent itself as carrying on the Business in succession to the Transferor and to all rights of the Transferor in respect of the names “GE Water Company” and any variations of such names;

“**Governmental Authority**” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court,



board, tribunal, dispute settlement panel or body or other law, rule or regulation-making entity:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, state or other geographic or political subdivision thereof; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

**"Governmental Authorizations"** means authorizations, approvals, including any environmental approvals, franchises, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or similar rights issued to or required by the Transferor relating to the Business or any of the Transferred Assets by or from any Governmental Authority;

**"ITA"** means the *Income Tax Act* (Canada);

**"Laws"** means applicable laws (including common law), statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgements, awards or requirements, in each case of any Governmental Authority;

**"Parties"** means the Transferor and the Partnership, and **"Party"** means either one of them;

**"Partnership"** means GE Betz Canada, a general partnership formed under the laws of the Province of Ontario, the partners in which at the Effective Time will be GE Betz Canada Company and GE BetzDearborn Canada Company;

**"Person"** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate or Governmental Authority and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

**"PST"** means tax imposed under the *Retail Sales Tax Act* (Ontario) and tax imposed under comparable legislation in any province or territory in Canada;

**"Transferred Assets"** means the Goodwill and all of the assets, property and undertaking of the Transferor, including any securities issued by other Persons or interests in other Persons, other than the Excluded Assets;

**"Transferor"** means GE Water Company, an unlimited company governed by the laws of the Province of Nova Scotia, its successors (including any successor by amalgamation) and permitted assigns; and

**"Unit"** means a unit of interest of a partner in the Partnership.

**SCHEDULE A  
EXCLUDED ASSETS**

The following are the Excluded Assets:

- (a) None

**SCHEDULE B**  
**EXCLUDED LIABILITIES**

1. The following are the Excluded Liabilities:
  - (a) any liability or obligation arising out of any event that occurred prior to the Effective Time to the extent to which the Transferor is, and will continue to be, insured on and after the Effective Time or to the extent to which the Transferor is, and will continue to be, indemnified by a third Person on and after the Effective Time and, in each case, to the extent to which the Transferor is actually compensated or reimbursed for such liability or obligation by an insurer or third Person;
  - (b) contingent liabilities to the extent that they are not fixed or ascertainable at the Effective Time; and
  - (c) all liabilities of the Transferor under the Income Tax Act of Canada and analogous provincial legislations.