

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the To correct entity type of the assignee previously recorded on Reel 003602 Frame 0610. Assignor(s) hereby confirms the the assignee is a general partnership and not a corporation as indicated..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Water Company/Compagnie D'Eau GE		12/28/2005	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	GE Betz Canada
Street Address:	2300 Meadowvale Blvd.
City:	Mississauga, ontario
State/Country:	CANADA
Postal Code:	L5N 59P
Entity Type:	PARTNERSHIP: 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

ATTORNEY DOCKET NUMBER:	ASSIGN-ECELL-5TH STEP-JG
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DOMESTIC REPRESENTATIVE

CH \$40.00 2196237

Name: Catherine Mennenga
Address Line 1: 3135 Easton Turnpike
Address Line 2: Corporate Trademark Operation
Address Line 4: Fairfield, CONNECTICUT 06828-0001

NAME OF SUBMITTER:	Catherine Mennenga
Signature:	/Catherine Mennenga/
Date:	08/17/2007

Total Attachments: 10

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O:CATHERINE MENNENGA COMPANY:3135 EASTON TURNPIKE

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 16, 2007

PTAS



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CATHERINE MENNENGA
3135 EASTON TURNPIKE
CORPROATE TRADEMARK OPERATION
FAIRFIELD, CT 06828-0001UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/16/2007

REEL/FRAME: 003602/0610

NUMBER OF PAGES: 11

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
DOCKET NUMBER: E-CELL ASSIGNMENT-JG

ASSIGNOR:

GE WATER COMPANY/COMPAGNIE D'EAU
GEDOC DATE: 12/28/2005
CITIZENSHIP: CANADA
ENTITY: CORPORATION

ASSIGNEE:

GE BETZ CANADA
2300 MEADOWVALE BLVD.
MISSISSAUGA, ONTARIO, CANADACITIZENSHIP: CANADA
ENTITY: CORPORATION

L5N 59P

APPLICATION NUMBER: 75097057
REGISTRATION NUMBER: 2196237FILING DATE: 05/01/1996
ISSUE DATE: 10/13/1998**TRADEMARK**
REEL: 003603 FRAME: 0886

GE WATER COMPANY GENERAL CONVEYANCE

THIS AGREEMENT is made as of the 28th 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.

**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:


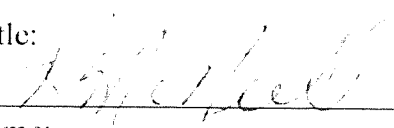
- 1. The Partnership is authorized to accept the contribution by GE Water Company of the Transferred Assets for a purchase price equal to the Fair Market Value of the Transferred Assets determined at the time of contribution, in payment for which the Partnership is to issue to GE Water Company 61,168 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.


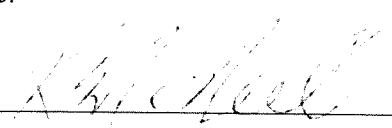
6. This resolution may be executed in counterparts and by means of facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

The foregoing resolution is hereby consented to by all of the partners of the Partnership as of the 28th 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 28th 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

