

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
The Carter-Waters Corporation		08/31/2007	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Carter-Waters LLC		
Street Address:	2440 West Pennway		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0424604	SATUROCK	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	42116-8 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		
Date:	09/25/2007		

CH \$40.00 0424604

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of this 31st day of August, 2007, by and between the The Carter-Waters Corporation, a Missouri corporation ("Assignor"), and Carter-Waters LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 28, 2007 (the "Purchase Agreement") by and among Assignor, Assignee and Jeffrey B. Hanes, Assignor has agreed to assign, and Assignee has agreed to acquire, all right, title and interest in and to certain assets of the Assignor, including all of the Proprietary Rights, as such term is defined in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee and its successors and assigns, the entire right, title and interest in and to all registered and unregistered intellectual property rights owned or used by Seller, including all of the following items along with all income, royalties, damages, equitable relief and payments due or payable prior to or at the Closing or thereafter (including damages, equitable relief and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world): (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof; (ii) trademarks, service marks, industrial designs, trade dress, internet domain names and web sites, logos, topographies, trade names (including The Carter-Waters Corporation and any variations thereon) and corporate names, together with all goodwill associated therewith; registered and unregistered copyrights, copyrightable works and mask works; (iii) all registrations, applications and renewals for any of the foregoing; (iv) trade secrets and confidential information (including ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development

information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information); (v) computer software and software systems (including data, databases and related documentation); (vi) other proprietary rights; (vii) licenses or other agreements to or from third parties regarding the foregoing; and (viii) all copies and tangible embodiments of the foregoing (in whatever form or medium), in each case including the items set forth on Schedule A attached hereto.

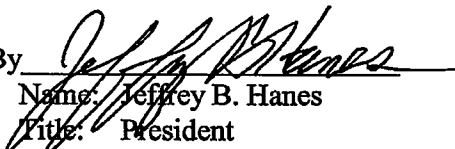
2. Assignor hereby authorizes: (i) the Register of Copyrights to record Assignee as the assignee and owner of any copyrights transferred pursuant hereto; and (ii) the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of any and all trademarks and patents transferred pursuant hereto.
3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Proprietary Rights; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Proprietary Rights; (3) in obtaining any additional protection for the Proprietary Rights that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.
4. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.
5. No Conflict. In the event of a conflict between the terms and conditions of this Agreement, and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail.
6. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.
7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws provisions) of the State of Delaware applicable to contracts executed in and to be performed in that State.

* * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 31st day of August, 2007.

ASSIGNOR

THE CARTER-WATERS CORPORATION

By 
Name: Jeffrey B. Hanes
Title: President

ASSIGNEE:

CARTER-WATERS LLC

By _____
Name: James E. Hoffman
Title: Vice President

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 31st day of August, 2007.


ASSIGNOR

THE CARTER-WATERS CORPORATION

By _____
Name: Jeffrey B. Hanes
Title: President

ASSIGNEE:

CARTER-WATERS LLC

By 
Name: James E. Hoffman
Title: Vice President

K&E 12048499.

TRADEMARK
REEL: 003627 FRAME: 0401

SCHEDULE A

- (i) Registered Trademark - "Saturock" *Reg. no 0424604*
- (ii) Unregistered Trademark - Carter-Waters Logos; C-W 100
- (iii) Computer software licensed to Seller:

Vendor	Product Name	Product Usage
IBM	AIX Operating System	OS for Business Application Systems
Activant	Prelude-Advanced Distribution System	General Ledger, Inventory, Purchasing, Order Entry
IBM	System Builder Development	4GL Programming Tool
IBM	SBCLIENT	Terminal Services client for Prelude
IBM	UNIDATA	4GL Data Base Manager
V-Systems, Inc.	VSIFAX	Faxing software for AIX
First Data Merchant Services	ICVERIFY	Credit Card, Check Authorization Sub-system
Management Information Tools, Inc.	MITTS	Data Mining Sub-system
Activant	VIA	Web Based Order Entry
Keynet	COSTAR	Digital Imaging and Workflow
Applied System Associates, Inc.	ASA	Rebar Estimating, Bar Listing & Scheduling
Shoretel, Inc.	Call Manager VOIP	Phone System Client
Shoretel, Inc.	Conference Bridge VOIP	Phone Conference
Citrix Systems, Inc.	CITRIX	Remote Terminal Service Client
Symantec	Enterprise Antivirus	Antivirus Client
Zetafax	Zetafax	Faxing Software for Windows

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Microsoft	Excel, Word	Spreadsheet, Word Processing (1997-2000, 2002, 2003)
Inai, Inc.	Avirt	Internet Gateway Proxy
Blive Network, Inc.	BLIVE	Remote Access Support Tool
Badblue	BADBLUE	Intranet Server
Netobjects	Fusion	Web Development Software

K&E 12048499.