

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	10/30/2009

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pentair Water Treatment (OH) Company		10/30/2009	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Codeline Products, Inc.
<b>Street Address:</b>	5500 Wayzata Blvd., Suite 800
<b>City:</b>	Golden Valley
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55416
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1648174	CODELINE

**CORRESPONDENCE DATA**

Fax Number: (330)376-4577  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 330-376-2700  
 Email: TLink@ralaw.com  
 Correspondent Name: Terrence H. Link II  
 Address Line 1: 222 S. Main St.  
 Address Line 2: Roetzel & Andress  
 Address Line 4: Akron, OHIO 44308

<b>ATTORNEY DOCKET NUMBER:</b>	067920.2538
<b>NAME OF SUBMITTER:</b>	Attorney, Ohio State Bar

**900194536**

**TRADEMARK  
 REEL: 004563 FRAME: 0946**

**CH \$40.00 1648174**

Signature:	/th/
Date:	06/17/2011
Total Attachments: 2 source=PWTtoCODELINE#page1.tif source=PWTtoCODELINE#page2.tif	

**NUNC PRO TUNC  
TRADEMARK ASSIGNMENT**

**WHEREAS, PENTAIR WATER TREATMENT (OH) COMPANY**, a corporation organized and existing under the laws of the State of Ohio ("Assignor"), has adopted and is using, used, or considered using the trademarks listed on Schedule A hereto (the "Trademarks"), and the goodwill of the business symbolized by the Trademarks; and

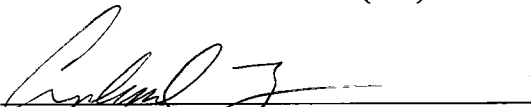
**WHEREAS, CODELINE PRODUCTS, INC.**, a corporation organized and existing under the laws of the State of Delaware ("Assignee"), desires to acquire the Trademarks and their associated goodwill.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns unto Assignee, effective as of October 30, 2009: (a) the full right, title and interest in and to the Trademarks and the goodwill of the business connected with and symbolized by the Trademarks, and (b) all rights, interests, claims, demands, and damages, recoverable in law or in equity, that Assignor has or may have for past and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by Assignor had this Trademark Assignment not been made.


Assignor agrees to execute such other documents or instruments and take such reasonable actions as may be reasonably requested by Assignee to effectuate the assignment of the Trademarks as described above. This Trademark Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and same instrument.

**IN WITNESS WHEREOF**, the undersigned have executed this Trademark Assignment effective as of the 30<sup>th</sup> day of October, 2009.

**ASSIGNOR  
PENTAIR WATER TREATMENT (OH) COMPANY**

By:   
Angela D. Lageson, Assistant Secretary

**ASSIGNEE  
CODELINE PRODUCTS, INC.**

By:   
Angela D. Lageson, Assistant Secretary

**SCHEDULE A**

<u>COUNTRY</u>	<u>MARK</u>	<u>APP./REG. NO.</u>
Argentina	CODELINE	1924582
Brazil	CODELINE	824673646
India	CODELINE	755577
United States	CODELINE	1648174

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