

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
ITT Industries Holdings, Inc.		10/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Water CO US, Inc.		
Street Address:	14125 South Bridge Circle		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	73297084	WET	
Serial Number:	73252786	WET WATER EQUIPMENT TECHNOLOGIES, INC.	
Serial Number:	73761596	WATER EQUIPMENT TECHNOLOGIES, INC.	
Serial Number:	78410621	AQUIOUS	
Serial Number:	78410650	AQUIOUS	
Serial Number:	75691534	ROYCE TECHNOLOGIES	
Serial Number:	75691533	R	
Serial Number:	74320399	WEDECO	
CORRESPONDENCE DATA			
Fax Number:	(302)778-2600		
Phone:	3027782500		
Email:	tmde@ratnerprestia.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	RatnerPrestia		

OP \$215.00 73297084

Address Line 1: 1007 N. Orange Street; Suite 1100
Address Line 2: P. O. Box 1596
Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:	XYLMG-910
NAME OF SUBMITTER:	John W. McGlynn
Signature:	/jwm/
Date:	12/22/2011

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is by and between ITT INDUSTRIES HOLDINGS, INC, a corporation organized under the laws of the State of Indiana having offices at 1133 Westchester Avenue, White Plains, NY 10604 (the "Assignor") Water CO US, Inc., a limited liability company organized under the laws of the State of Delaware having offices at 14125 South Bridge Circle, Charlotte, North Carolina 28273 ("Assignee"), and shall become effective as of October 30, 2011.

WHEREAS the board of directors of Assignor, has determined that it is advisable and in the best interest of Assignor and its shareholders to effect an internal restructuring involving Assignor and certain of Assignor's subsidiaries, with the goal of separating Assignor's Water & Wastewater, Residential & Commercial Water, Flow Control and Analytics businesses, on the one hand and Assignor's Defense & Information Solutions business on the other hand, from Assignor's other businesses (the "Restructuring"), in preparation for the distribution of such businesses to the shareholders of Assignor (the "Distribution");

WHEREAS Assignor has entered into a Distribution Agreement dated as of October 25, 2011 (the "Distribution Agreement"), with Xylem Inc. ("Xylem") and Exclis Inc., providing for the Restructuring and such other agreements among them as are necessary and desirable in connection with the Restructuring and the Distribution. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Distribution Agreement;

WHEREAS, in connection with the Restructuring, Assignor, Assignee and Xylem have entered into a contribution agreement dated as of the date hereof (the "Contribution Agreement");

WHEREAS, (i) this Assignment, (ii) the other transfers by Assignor (or direct wholly-owned subsidiaries of Assignor that are disregarded entities for U.S. federal income tax purposes) to Xylem (or direct wholly-owned subsidiaries of Xylem that are disregarded entities for U.S. federal income tax purposes) as part of the Restructuring, and (iii) the distribution by Assignor of all of the stock of Xylem to Assignor's shareholders are intended to qualify as a reorganization within the meaning of Sections 368(a)(1)(D) and 355 of the U.S. Internal Revenue Code of 1986, as amended; and

WHEREAS, in connection with the Restructuring and the Contribution Agreement, Assignor wishes to assign to Assignee the patents, design registrations and/or utility models listed on Schedule A annexed hereto.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks and trademark applications listed on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, the registrations and applications for registration thereof and rights of renewal and extension thereof, the right to claim priority or seniority thereof, all common-law

rights related thereto and all causes of action and rights of recovery for infringements, dilutions or violations of the foregoing prior to the date hereof (the "Trademarks").

2. Each party acknowledges that (i) this Assignment is a legal, valid and binding obligation of the assigning party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, (iii) any representations and warranties as may be contained in the Distribution Agreement are the only representations and warranties made with respect to the Trademarks, and (iv) except as may be set forth in the Distribution Agreement, the Trademarks are being assigned, transferred and conveyed "as is."

3. The right, title and interest in and to each of the Trademarks are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

4. This Assignment shall be effective as between the parties as of the date hereof. This Assignment has been executed and delivered for the purpose of recording this Assignment with the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction. This Assignment has been executed and delivered in connection with the Contribution Agreement and Distribution Agreement, and is expressly subject to the terms and conditions thereof. Assignee shall be responsible for any filings, fees or other expenses that may arise in connection with this Assignment, including any filings, fees and expenses required to record, perfect, validate or effectuate this Assignment in the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction.

5. Assignor shall, without undue delay, sign, execute and deliver any documents provided by Assignee that may be reasonably required for recording this Assignment in any applicable office in any applicable foreign jurisdiction. Expenses for notarization, legalization or apostil of signatures shall be paid by Assignee. The parties will use their best reasonable efforts to get all recordings completed within twenty-four (24) months after the Distribution Date.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ITT INDUSTRIES HOLDINGS, INC.

By: Burt M. Kealy
Name: Burt M. Kealy
Title: Vice President, Secretary & General Counsel

WATER CO US, INC

By: Jane Dobson
Name: Jane Dobson
Title: Vice President

State of New York)
)
County of Westchester)

This instrument was acknowledged before me on this 28th day of October
2011 by Bart M. Fealing as Vice Pres. of ITT INDUSTRIES HOLDINGS, INC.
Secretary and General Counsel

(Seal, if any)

Bridget R. Higgins
Notary Public

BRIDGET R. HIGGINS
Notary Public, State of New York
No. 01H16247836
Qualified in Westchester County
Commission Expires 9/8/20 14

My commission expires: 9/6/2014

State of New York)
) ss
County of Westchester)

This instrument was acknowledged before me on this 28th day of October
2011 by Jane Dohson as Vice President of WATER CO US, INC.

(Seal, if any)

Bridget R. Higgins
Notary Public

BRIDGET R. HIGGINS
Notary Public, State of New York
No. 01H16247836
Qualified in Westchester County
Commission Expires 9/8/20 14

My commission expires: 9/6/2014

SCHEDULE A

Trademark Registrations and Applications

[see attached]

Case No.	City	Sub	Type	Mark	Type	Status	Filed Date	App No.	Reg. Date	Reg. No.
IP-FSE-M0020	DE		ORD	COMPIT	WORD	REGISTERED	7-Apr-1997	39715064	21-Oct-1997	39715064
IP-SAN-M0010	BX		ORD	Sanitaire	WORD	REGISTERED	5-Jun-1991	0764711	1-Nov-1992	0513401
IP-SAN-M0010	CA		ORD	Sanitaire	WORD	REGISTERED	27-Apr-1982	0486103	7-Jan-1993	TMA275498
IP-SAN-M0010	US	07	ORD	Sanitaire	WORD	REGISTERED	11-Apr-1966	72243,064	22-Nov-1966	0819075
IP-SAN-M0010	US	11	ORD	Sanitaire	WORD	REGISTERED	11-Jul-1989	73761,968	6-Nov-1990	1,621,061
IP-SAN-M0012	US		ORD	S-logo	FIGURATIVE	REGISTERED	14-Mar-1991	74147483	25-Aug-1992	1709891
IP-SAN-M0014	AU		ORD	Sanitaire with Logo	FIGURATIVE	REGISTERED	24-Oct-1989	521764	23-May-1996	521764
IP-SAN-M0016	US	11	ORD	ABJ	WORD	REGISTERED	10-Aug-1989	73761,968	20-Nov-1990	1,623,504
IP-SAN-M0018	US	11	ORD	ABJ	LETTER	REGISTERED	7-Jan-2000	757893,439	16-Jul-2002	2593521
IP-SAN-M0100	US		ORD	WET & DESIGN	WORD	REGISTERED	13-Feb-1981	73761,968	16-Jul-2002	2593523
IP-SAN-M0101	US		ORD	WET WATER EQUIPMENT TECHNOLOGIES, INC. & DESIGN	WORD	REGISTERED	3-Jun-1980	73761,968	20-Jul-1982	1,201,911
IP-SAN-M0102	US	37	ORD	WET WATER EQUIPMENT TECHNOLOGIES, INC.	WORD	REGISTERED	11-Mar-1988	73761,968	2-May-1991	1,634,368
IP-SAN-M0107	AU		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	BR		ORD	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	827035381	15-Apr-2008	827035381
IP-SAN-M0107	CA		ORD	AQUIOUS	FIGURATIVE	REGISTERED	29-Oct-2004	1,235,549	12-Nov-2007	TMA702,769
IP-SAN-M0107	CH		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	CN		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	EM		ORD	AQUIOUS	FIGURATIVE	REGISTERED	30-Apr-2004	3810405	30-Apr-2004	3810405
IP-SAN-M0107	JP		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	KR		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	MX		ORD	AQUIOUS	FIGURATIVE	REGISTERED	29-Oct-2004	685,361	2-Aug-2005	867150
IP-SAN-M0107	NO		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	RU		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	SG		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	TR		MMA	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	US		ORD	AQUIOUS	FIGURATIVE	REGISTERED	28-Oct-2004	854907	28-Oct-2004	854907
IP-SAN-M0107	WO		ORD	AQUIOUS	FIGURATIVE	REGISTERED	29-Apr-2004	78410,621	18-Jul-2006	3,118,066
IP-SAN-M0108	AU		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED			28-Oct-2004	854907
IP-SAN-M0108	BR		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	18-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0108	CA		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	29-Oct-2004	827035390	15-Apr-2008	827035390
IP-SAN-M0108	CH		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	29-Oct-2004	1235550	12-Nov-2007	TMA702,767
IP-SAN-M0108	EV		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	18-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0108	JP		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	30-Apr-2004	3810629	18-Oct-2005	3810629
IP-SAN-M0108	KR		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	16-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0108	MX		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	18-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0108	NO		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	28-Oct-2004	685,362	28-Feb-2005	870,861
IP-SAN-M0108	RU		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	18-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0108	SG		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	18-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0108	TR		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	18-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0108	US		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	18-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0108	WO		ORD	AQUIOUS logo	FIGURATIVE	REGISTERED	18-Nov-2004	847485	18-Nov-2004	847485
IP-SAN-M0109	US		ORD	ROYCE TECHNOLOGIES	WORD	REGISTERED	26-Apr-1999	757691,534	14-Nov-2000	847485
IP-SAN-M0110	US		ORD	R (stylized)	WORD	REGISTERED	30-Oct-1999	757691,533	19-Sep-2000	2,387,376
IP-SAN-MXCCC	US		ORD	AERCOR	WORD	REGISTERED	10-Apr-2002	76393,258	13-May-2003	2,715,424
IP-WED-M0002	US		ORD	WEDECO	WORD	REGISTERED	10-Jun-1992	74732,0399	18-Oct-1994	1,858,501

TRADEMARK