

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ITT Corporation		10/30/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Flow Control LLC
Street Address:	Cape Ann Industrial Park; 1 Kondelin Road
City:	Gloucester
State/Country:	MASSACHUSETTS
Postal Code:	01930
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78528091	FLOJET
Serial Number:	74633651	FLOJET
Serial Number:	75284470	JABSCO
Serial Number:	72053160	"WATER PUPPY"
Serial Number:	72094895	PUREFLO
Serial Number:	75180747	PUREFLO
Serial Number:	75284473	JABSCO
Serial Number:	78909738	ACTIVE INTELLIGENCE
Serial Number:	77305703	TWIST 'N LOCK
Serial Number:	85317135	VERAFLEX
Serial Number:	75876903	FYNE
Serial Number:	75876902	ULTRABAR
Serial Number:	85317060	RAINPERFECT
Serial Number:	85317071	RAINPERFECT

OP \$390.00 78528091

Serial Number:

75284564

CORRESPONDENCE DATA

Fax Number: (302)778-2600

Phone: 3027782500

Email: tmde@ratnerprestia.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: RatnrePrestia

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: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is by and between ITT CORPORATION, a corporation organized under the laws of the State of Indiana having offices at 1133 Westchester Avenue, White Plains, NY 10604 (the "Assignor") Flow Control LLC, a limited liability company organized under the laws of the State of Delaware having offices at Cape Ann Industrial Park, 1 Kondelin Road, Gloucester, MA ("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 Exelis 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 CORPORATION

By: Burt M. Fealing
Name: Burt M. Fealing
Title: Vice President and Corporate Secretary

FLOW CONTROL LLC

By: Daniel Kelly
Name:
Title:

State of New York)
)
County of Westchester)

This instrument was acknowledged before me on this 28th day of October
2011 by Burt M. Fealing as Vice President of ITT CORPORATION
and Corporate Secretary

(Seal, if any)

Bridget R. Higgins
Notary Public

BRIDGET R. HIGGINS
Notary Public, State of New York
No. 01HI6247836
Qualified in Westchester County
Commission Expires 9/6/2014

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 Daniel S. Kelly as VP, Gen. Counsel, Sec. of FLOW CONTROL LLC

(Seal, if any)

Lynne Black
Notary Public

LYNNE BLACK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BL6228654
Qualified in Westchester County
My Commission Expires April 19, 2014

My commission expires: 04-19-14

IP Assignment - Trademarks

TRADEMARK
REEL: 004686 FRAME: 0228

SCHEDULE A

Trademark Registrations and Applications

[see attached]

Case No.	City	Sub	Type	Mark	Type	Status	File Date	Asp. No.	Reg. Date	Reg. No.	Transferee
IP-JAB-M0010	AU	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL	14-Feb-2005	1041806	14-Feb-2005	1041808	Flow Control LLC
IP-JAB-M0011	EM	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL	15-Feb-2005	4290705	15-Feb-2005	4290706	Flow Control LLC
IP-JAB-M0012	US	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL	18-Jun-2004	78523391	5-Sep-2000	2362422	Flow Control LLC
IP-JAB-M0013	AU	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL	13-Feb-1995	74633651	28-Jan-1997	2034294	Flow Control LLC
IP-JAB-M0014	US	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL	7-Jan-1970	4240208	9-Dec-1970	240208	Flow Control LLC
IP-JAB-M0015	BR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			8-Feb-1993	310113457	Flow Control LLC
IP-JAB-M0016	BR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			8-Sep-1993	310202638	Flow Control LLC
IP-JAB-M0017	BR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			27-May-1998	82449	Flow Control LLC
IP-JAB-M0018	BR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			4-Jan-1996	495293	Flow Control LLC
IP-JAB-M0019	CA	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			12-Nov-1995	453371	Flow Control LLC
IP-JAB-M0020	CA	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			21-Oct-1998	1217460	Flow Control LLC
IP-JAB-M0021	CA	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			21-Oct-2008	1217450	Flow Control LLC
IP-JAB-M0022	EC	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			30-Jun-1998	230256	Flow Control LLC
IP-JAB-M0023	EM	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL			4-Mar-2000	25106	Flow Control LLC
IP-JAB-M0024	FI	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				75284	Flow Control LLC
IP-JAB-M0025	GB	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				561886	Flow Control LLC
IP-JAB-M0026	HK	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				500592003	Flow Control LLC
IP-JAB-M0027	IN	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				375173	Flow Control LLC
IP-JAB-M0028	ID	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				728764	Flow Control LLC
IP-JAB-M0029	JP	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				2713271	Flow Control LLC
IP-JAB-M0030	KR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				68890	Flow Control LLC
IP-JAB-M0031	MX	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				295205	Flow Control LLC
IP-JAB-M0032	NO	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				38876	Flow Control LLC
IP-JAB-M0033	NZ	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				94730	Flow Control LLC
IP-JAB-M0034	PK	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				42314	Flow Control LLC
IP-JAB-M0035	SG	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				4592270	Flow Control LLC
IP-JAB-M0036	TH	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				5632270	Flow Control LLC
IP-JAB-M0037	TH	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				KOR133851	Flow Control LLC
IP-JAB-M0038	TH	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				KOR136307	Flow Control LLC
IP-JAB-M0039	TH	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				KOR115545	Flow Control LLC
IP-JAB-M0040	TR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				012074	Flow Control LLC
IP-JAB-M0041	TW	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				122546	Flow Control LLC
IP-JAB-M0042	US	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				2229393	Flow Control LLC
IP-JAB-M0043	VE	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				F-038668	Flow Control LLC
IP-JAB-M0044	ZA	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				7019394	Flow Control LLC
IP-JAB-M0045	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				199991	Flow Control LLC
IP-JAB-M0046	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				736772	Flow Control LLC
IP-JAB-M0047	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				6047	Flow Control LLC
IP-JAB-M0048	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				131336	Flow Control LLC
IP-JAB-M0049	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				485292	Flow Control LLC
IP-JAB-M0050	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				1217459	Flow Control LLC
IP-JAB-M0051	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				510065	Flow Control LLC
IP-JAB-M0052	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				99007622	Flow Control LLC
IP-JAB-M0053	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				495795	Flow Control LLC
IP-JAB-M0054	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				1281815	Flow Control LLC
IP-JAB-M0055	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				1281815	Flow Control LLC
IP-JAB-M0056	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				510578	Flow Control LLC
IP-JAB-M0057	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				99012075	Flow Control LLC
IP-JAB-M0058	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				1103951	Flow Control LLC
IP-JAB-M0059	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				203067	Flow Control LLC
IP-JAB-M0060	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				005711346	Flow Control LLC
IP-JAB-M0061	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				2615251	Flow Control LLC
IP-JAB-M0062	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				874944	Flow Control LLC
IP-JAB-M0063	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				2616252	Flow Control LLC
IP-JAB-M0064	GR	ORD	WORD	Flow Control LLC	REGISTERED	REG-FULL				1154054	Flow Control LLC

Case No.	City	State	Type	Mark	Class	Desc	Status	File Date	App No.	Reg. Date	Reg. No.	Transfer
IP-JAE-M0104	US	ORD	ORD	PUREFLO	WORD	REGISTERED	15-Oct-1996	4223291	27-5991	30-Aug-1996	27-5991	Flow Control LLC
IP-JAB-M0104	US	ORD	ORD	PUREFLO	WORD	REGISTERED	15-Oct-1996	72064895	207-481	21-Oct-1997	207-481	Flow Control LLC
IP-JAB-M0104	US	ORD	ORD	PUREFLO	WORD	REGISTERED	15-Oct-1996	75180747	2107-049	21-Oct-1997	2107-049	Flow Control LLC
IP-JAE-M0112	US	ORD	ORD	THIN ARROW DESIGN	WORD	REGISTERED	5-Jan-1997	75294564	2229-965	3-Sep-1998	2229-965	Flow Control LLC
IP-JAB-M0114	US	ORD	ORD	JABSCO (THIN ARROW DESIGN)	WORD	REGISTERED	5-Jan-1997	75294473	2229-964	3-Sep-1998	2229-964	Flow Control LLC
IP-JAB-M0118	US	ORD	ORD	ACTIVE INTELLIGENCE	WORD	REGISTERED	18-Jun-2005	781909738	3223-769	17-Apr-2007	3223-769	Flow Control LLC
IP-JAE-M0119	US	ORD	ORD	TRUST N LOCK	WORD	REGISTERED	17-Oct-2007	775935703	3756-294	3-Feb-2010	3756-294	Flow Control LLC
IP-JAB-M0122	US	ORD	ORD	VERAPLEX	WORD	PENDING	5-Oct-2011	85917185				Flow Control LLC
IP-FCS-M0101	EM	ORD	ORD	PCI MEMBRANES	WORD	REG-FULL	30-Dec-1998	001022234	001092234	18-Apr-2000	001092234	Flow Control LLC
IP-PCG-M0003	CA	ORD	ORD	FYNE	WORD	PUBLISHED	18-Jun-1999	001019796	TMA577630	19-Mar-2003	000714949	Flow Control LLC
IP-PCG-M0003	EM	ORD	ORD	FYNE	WORD	REG-FULL	5-Jan-1996	000714949	002619405	25-Jan-2000	000714949	Flow Control LLC
IP-PCG-M0003	US	ORD	ORD	FYNE	WORD	REGISTERED	22-Dec-1996	75676303	1522-794	17-Sep-2002	000359072	Flow Control LLC
IP-PCG-M0004	US	ORD	ORD	ULTRABAR	WORD	REGISTERED	22-Dec-1999	75676302	000359070	24-Sep-2002	000359070	Flow Control LLC
IP-PCG-M0006	US	ORD	ORD	Race-Cup	LETTER	REG-FULL	22-Dec-1999	75976301	000359071	28-May-2002	000359071	Flow Control LLC
IP-PCG-M0022	AU	ORD	ORD	PORTACEL	WORD	REG-FULL	13-Jul-1977	000309670	000359072	13-Jul-1977	000359072	Flow Control LLC
IP-PCG-M0022	AU	ORD	ORD	PORTACEL	WORD	REG-FULL	13-Jul-1977	000309671	000359071	13-Jul-1977	000359071	Flow Control LLC
IP-PCG-M0022	AU	ORD	ORD	PORTACEL	WORD	REG-FULL	13-Jul-1977	000309672	000359072	13-Jul-1977	000359072	Flow Control LLC
IP-PCG-M0022	EW	ORD	ORD	PORTACEL	WORD	REGISTERED	2-Feb-2005	4258066	001026659	14-Aug-2006	4258066	Flow Control LLC
IP-PCG-M0022	GB	ORD	ORD	PORTACEL	WORD	REGISTERED	29-Apr-1974	001026659	000720018	14-Feb-1989	000720018	Flow Control LLC
IP-PCG-M0022	US	ORD	ORD	PORTACEL	WORD	REG-FULL	30-Sep-1997	734695865	1524-169	14-Feb-1999	1524-169	Flow Control LLC
IP-PCG-M0025	GB	ORD	ORD	AUTOPACT	WORD	REG-FULL	17-Jul-1993	000720018	000720018	2-Mar-1999	000720018	Flow Control LLC
IP-PCG-M0027	CA	ORD	ORD	GEMINI	WORD	REGISTERED	7-Jul-1999	965771	352-863	7-Dec-2000	1496576	Flow Control LLC
IP-PCG-M0027	CN	ORD	ORD	GEMINI	WORD	REGISTERED	7-Jul-1999	9600078162	430-246	18-Mar-1997	430-246	Flow Control LLC
IP-PCG-M0027	US	ORD	ORD	GEMINI	WORD	REGISTERED	18-Mar-1997	430-246	65317050	5-Oct-2011	65317050	Flow Control LLC
IP-PCG-M0100	US	ORD	ORD	RAINPERFECT	WORD	PENDING	5-Oct-2011	85917050				Flow Control LLC
IP-RUE-M0102	US	ORD	ORD	RainPerfect & Design	WORD	PENDING	5-Oct-2011	85917071				Flow Control LLC