

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 Corporation		12/21/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Exelis, Inc.
Street Address:	1650 Tysons Blvd., Suite 1700
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	76174044	CAVU-2100
Registration Number:	2754134	SPEARHEAD
Serial Number:	78479569	RASCAL
Registration Number:	3008932	TURBOSURVEY
Serial Number:	77245473	SRW
Serial Number:	77163154	SIDEHAT
Serial Number:	77646221	AARIS
Serial Number:	78456701	K-PATH
Serial Number:	76331555	K-DRIV
Registration Number:	2800271	CB DIAL-A-SENSOR
Registration Number:	3133664	WAVECOR
Registration Number:	2858218	ESAT
Registration Number:	2897568	SOFTBUS
Registration Number:	3223742	LISA

OP \$1065.00 76174044

Registration Number:	3293455	TOMS
Registration Number:	3297085	TOMS TOTAL OPERATIONS MONITORING SYSTEM
Registration Number:	3160935	PURIFILE
Registration Number:	2357052	AIRSCENE
Serial Number:	77447717	SYMPHONY
Registration Number:	3265858	WEBSCENE
Registration Number:	2191984	ACUSIL
Serial Number:	77463095	CELL HOUND
Serial Number:	72305819	NAVTRAK
Serial Number:	78443358	TIGERWRAP
Serial Number:	77166043	BEAR CLAW
Serial Number:	74232427	FIBERBOND
Serial Number:	74438227	ENVI
Registration Number:	1585354	IDL
Registration Number:	0589326	GILFILLAN
Registration Number:	3369037	IMENTOR
Registration Number:	2264770	CERAMAX
Registration Number:	2266949	KOBRA
Registration Number:	1834372	NIGHT MARINER
Registration Number:	1951746	NIGHT ENFORCER
Registration Number:	2081195	NIGHT QUEST
Registration Number:	2869926	PINNACLE
Registration Number:	2779087	SAVED BY SIGHT
Serial Number:	78175938	SSI
Registration Number:	2720510	
Registration Number:	2653636	SPACEPORT SYSTEMS INTERNATIONAL
Registration Number:	2651395	THE CALIFORNIA SPACEPORT
Registration Number:	3656557	BEAR CLAW

**CORRESPONDENCE DATA**

Fax Number: (302)778-2600

Phone: 302-778-2500

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: Rex A. Donnelly

Address Line 1: 1007 N. Orange Street, Suite 1100

**TRADEMARK**  
**REEL: 004687 FRAME: 0378**

Address Line 2: P.O. Box 1596  
Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:	EXLSG-920
NAME OF SUBMITTER:	Rex A. Donnelly
Signature:	/rexadonnelly/
Date:	12/27/2011

**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") and EXELIS INC., a corporation organized under the laws of the State of Indiana having offices at 1650 Tysons Blvd., Suite 1700, McLean, VA 22102 ("Assignee"), and shall become effective as of October 28, 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. and Assignee, 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 and Assignee 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 to Assignee as part of the Restructuring, and (iii) the distribution by Assignor of all of the stock of Assignee 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 trademarks and trademark applications 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 Indiana.

*[Remainder of Page Intentionally Left Blank]*

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

IIT CORPORATION

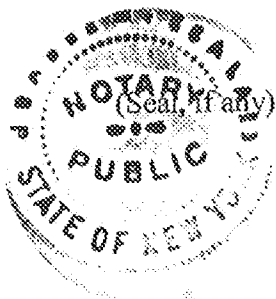
By: Burt M. Feeding  
Name: VP and Corporate Secretary/Burt M. Feeding  
Title:

EXELIS INC.

By: Thomas M. Blaney  
Name: Thomas M. Blaney  
Title: Assistant Secretary

State of New York  
County of Westchester

This instrument was acknowledged before me on this 21<sup>st</sup> day of December  
2011 by Burt Fealing as VP & Secretary of ITT CORPORATION



Joanne Scalard  
Notary Public

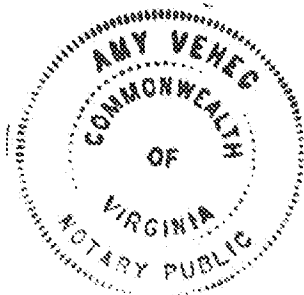
My commission expires: 8/25/12

JOANNE M. SCALARD  
Notary Public, State of New York  
No. 02SC6192050  
Qualified in Westchester County  
Commission Expires Aug. 25, 2012

State of Virginia )  
County of Stafford ) ss

This instrument was acknowledged before me on this 23<sup>rd</sup> day of December  
2011 by Thomas Wilcox as Asst. Secretary of EXELIS INC

(Seal, if any)



Amy Venec  
Notary Public

My commission expires: 1/31/2013

#307859

IP Assignment - Trademarks

I was commissioned a notary public  
as Amy Venec.

**TRADEMARK**  
**REEL: 004687 FRAME: 0383**

**SCHEDULE A**

**Trademark Registrations and Applications**

[see attached]



CaseNo	Mark	Type	Class	Sub	Type	Status	FileDate	AppNo	IssueDate	IssueNo
IP-AEC-M0104	CIVINE	WORD	CA		ORD	REGISTERED	22.02.1997	845695	13.09.2001	550748
IP-AEC-M0115	CAVU-2100	WORD	US		ORD	REGISTERED	12.04.2000	76174,044	15.10.2002	2,635,767
IP-AEC-M0125	SPEARHEAD	WORD	EM		ORD	REGISTERED	12.12.2002	002972051	03.05.2004	002972001
IP-AEC-M0125	SPEARHEAD	WORD	US		ORD	REGISTERED	22.01.2002	70391,061	19.08.2003	2,794,134
IP-AEC-M0138	CENTAUR	WORD	AU		ORD	REGISTERED	02.11.2005	1041636	02.11.2005	1041616
IP-AEC-M0138	CENTAUR	WORD	EM		ORD	REGISTERED	15.02.2005	004251027	15.02.2005	004291627
IP-AEC-M0138	CENTAUR	WORD	MX		ORD	REGISTERED	03.01.2005	704759	26.04.2005	070400
IP-AEC-M0139	RASCAL	WORD	US		ORD	REGISTERED	07.09.2004	76470,560	11.10.2005	3,000,092
IP-AEC-M0140	TURBOSURVEY	WORD	US		ORD	REGISTERED	09.09.2004	76401,001	25.10.2005	3,000,932
IP-AEC-M0147	SRW	WORD	US		ORD	REGISTERED	06.02.2007	771245,473	07.01.2009	3,456,850
IP-AEC-M0149	SIDEHAT	WORD	US		ORD	REGISTERED	23.04.2007	77163,154	20.05.2009	3,452,947
IP-AEC-M0145	SIDEHAT	WORD	WO		ORD	REGISTERED			27.07.2007	933178
IP-AEC-M0151	KARIS	WORD	US		ORD	Pending	01.08.2008	771840,221		
IP-AEC-M0152	HAWK	WORD	IO		ORD	Pending	23.12.2008	53417		
IP-AES-M0103	K-PATH & DESIGN	WORD	US		ORD	REGISTERED	26.07.2004	76456,701	17.04.2007	3,220,054
IP-AES-M0110	K-DRIV	WORD	US		ORD	REGISTERED	29.10.2001	76331,555	02.11.2004	2,900,195
IP-AES-M0114	CB DIAL-A-SENSOR	WORD	US		ORD	REGISTERED	15.07.2002	76143,000	30.12.2003	2,800,271
IP-AES-M0115	WAVECOR	WORD	US		ORD	REGISTERED	10.04.2002	76171,220	22.08.2003	3,133,684
IP-AES-M0116	ESAT	WORD	CA		ORD	Registered	10.05.1999	1,031,107	17.09.2001	050,906
IP-AES-M0116	ESAT	WORD	US		ORD	REGISTERED	15.10.1999	75023,056	29.08.2004	2,850,216
IP-AES-M0117	SOFTBUS	WORD	US		ORD	REGISTERED	21.06.2000	761074,573	26.10.2004	2,897,568
IP-AES-M0118	LISA	WORD	CA		ORD	Registered	08.08.2003	1,187,231	22.01.2009	TMA733,004
IP-AES-M0118	LISA	WORD	GB		ORD	Registered	05.12.2003	2340349	08.12.2009	2340349
IP-AES-M0116	LISA	WORD	US		ORD	REGISTERED	22.04.2003	76240,684	04.03.2007	3,223,742
IP-AES-M0123	TOMS	WORD	US		ORD	REGISTERED	02.07.2007	77101,697	18.06.2007	3,203,456
IP-AES-M0124	TOMS TOTAL OPERATIONS MONITORING SYSTEM and Design	FIGURATIVE	US		ORD	REGISTERED	02.07.2007	77101,693	25.09.2007	3,207,085
IP-AES-M0126	PURIFILE	WORD	US		ORD	REGISTERED	08.04.2005	76085,704	17.10.2009	3,160,935
IP-AES-M0128	AIRSCENE	WORD	US		ORD	REGISTERED	15.01.1999	751625,041	13.06.2000	2,357,052
IP-AES-M0129	SYMPHONY	WORD	US		ORD	REGISTERED	14.04.2000	77447,717	25.11.2005	3,533,080
IP-AES-M0130	WEBSCEINE	WORD	US		ORD	REGISTERED	21.01.2005	76155,688	17.07.2007	3,263,850
IP-ART-M0104	ACUSIL	WORD	US		ORD	REGISTERED	17.04.1997	76276,110	29.09.1998	2,191,986
IP-DEF-M0110	LANGUAGE	WORD	FR		ORD	Registered	22.08.1995	95509334	01.03.1996	95509334
IP-EDO-M0105	CELL HOUND	WORD	US		ORD	REGISTERED	05.01.2000	77163,095	25.03.2010	3,764,058
IP-EDO-M0100	NAVTRAK	WORD	US		ORD	REGISTERED	23.08.1988	72305,619	09.09.1988	876,528
IP-EDO-M0109	EDO	WORD	CA		ORD	REGISTERED	17.11.1987	0595308	27.01.1989	TMA350501
IP-EDO-M0110	TIGERWRAP	WORD	US		ORD	REGISTERED	29.06.2004	76443,356	31.10.2006	3,166,110
IP-EDO-M0113	BEAR CLAW	WORD	US		ORD	REGISTERED	26.04.2007	77106,043	05.01.2009	3,676,975
IP-EDO-M0119	FIBERBOND	WORD	EM		ORD	REGISTERED	18.06.1998	090858878	10.05.1999	080878
IP-EDO-M0119	FIBERBOND	WORD	US		ORD	REGISTERED	23.12.1993	74132,427	16.11.1992	1,731,706
IP-GEO-M0107	ENVI	WORD	AU		ORD	REGISTERED	09.07.1998	772273	09.07.1998	722273
IP-GEO-M0107	ENVI	WORD	CA		ORD	REGISTERED	09.07.1998	0885027	06.03.2003	583014
IP-GEO-M0107	ENVI	WORD	EM		ORD	REGISTERED	09.07.1998	822054	24.10.2002	922054
IP-GEO-M0107	ENVI	WORD	US		ORD	REGISTERED	21.09.1993	74436,227	07.04.1995	1,002,440
IP-GEO-M0109	IDL	WORD	FR		ORD	Registered	21.08.1998	06747029	21.08.1998	98747029
IP-GEO-M0109	IDL	WORD	GE		ORD	Registered	20.07.1998	2175353	07.02.1999	2175353
IP-GEO-M0109	IDL	WORD	IT		ORD	Registered	20.10.1998	M196C 010527	29.10.1998	849828
IP-GEO-M0109	IDL	WORD	US		ORD	REGISTERED	07.00.1990	73753,367	03.05.1990	1,585,354
IP-GEO-M0112	RESEARCH SYSTEMS	WORD	FR		ORD	REGISTERED	21.08.1998	WA		06747031
IP-GEO-M0112	RESEARCH SYSTEMS	WORD	IT		ORD	REGISTERED	20.10.1998	M196C 010529	20.10.1998	849830
IP-GIL-M0001	GILFILLAN	LETTER STYLE	AU		ORD	Registered	10.10.1955	125170	16.10.1955	125170
IP-GIL-M0001	GILFILLAN	LETTER STYLE	CA		ORD	Registered		215010	05.00.1997	UCA41492
IP-GIL-M0001	GILFILLAN	LETTER STYLE	CN		ORD	Registered	26.10.1992	02002223	20.11.1992	166106
IP-GIL-M0001	GILFILLAN	LETTER STYLE	GB		ORD	Registered	10.12.1955	N/A	10.12.1955	746870
IP-GIL-M0001	GILFILLAN	LETTER STYLE	IT		ORD	Registered	04.04.1995	M1208SC000352	00.05.2008	1137218
IP-GIL-M0001	GILFILLAN	LETTER STYLE	KR		ORD	Registered	02.05.1995	96-4358	10.09.1997	377609
IP-GIL-M0001	GILFILLAN	LETTER STYLE	SE		ORD	Registered	02.01.1996	96-01161	16.08.1996	316241
IP-GIL-M0001	GILFILLAN	LETTER STYLE	TR		ORD	Registered	20.02.1998	9612648	29.02.1998	169807
IP-GIL-M0001	GILFILLAN	LETTER STYLE	US		ORD	REGISTERED	05.09.1962	717620,431	05.04.1964	509,326
IP-GIL-M0001	GILFILLAN	LETTER STYLE	ZA		ORD	Registered			10.10.1955	330055
IP-KME-M0108	MENTOR & Design	FIGURATIVE	US		ORD	REGISTERED	09.05.2007	77198,040	15.01.2009	3,389,037
IP-KME-M0103	CERAMAX	WORD	US		ORD	REGISTERED	22.05.1998	75489,624	27.07.1999	2,264,770
IP-KME-M0104	KOBRA	WORD	US		ORD	REGISTERED	22.05.1998	75489,623	08.03.1999	2,266,949
IP-NV-M0001	NIGHT MARINER	WORD	CA		ORD	Registered	08.12.1994	761,721	04.06.1998	492,426
IP-NV-M0001	NIGHT MARINER	WORD	EM		ORD	Registered	01.04.1996	020944057	23.11.1998	060944057
IP-NV-M0001	NIGHT MARINER	WORD	GB		ORD	Registered	22.08.1994	1584036	22.08.1994	1584036
IP-NV-M0001	NIGHT MARINER	WORD	JP		ORD	Registered	24.08.1994	06767904	04.11.1997	8279043
IP-NV-M0001	NIGHT MARINER	WORD	US		ORD	Registered	03.04.1994	747114,294	05.03.1994	1,831,372
IP-NV-M0002	NIGHT ENFORCER	WORD	CA		ORD	Registered	08.12.1994	761,718	01.07.1998	492,512
IP-NV-M0002	NIGHT ENFORCER	WORD	EM		ORD	Registered	04.01.1996	41533	27.01.1998	41533
IP-NV-M0002	NIGHT ENFORCER	WORD	GB		ORD	Registered	22.08.1994	1584045	22.08.2001	1584045
IP-NV-M0002	NIGHT ENFORCER	WORD	JP		ORD	Registered	24.08.1994	06767904	04.11.1997	8277925
IP-NV-M0002	NIGHT ENFORCER	WORD	US		ORD	Registered	29.08.1993	747411,403	23.01.1996	1,951,746
IP-NV-M0003	NIGHT QUEST	WORD	CA		ORD	Registered	05.07.1996	872,853	07.08.1997	478,303
IP-NV-M0003	NIGHT QUEST	WORD	EM		ORD	Registered	04.01.1996	42374	09.01.1999	42374
IP-NV-M0003	NIGHT QUEST	WORD	US		ORD	Registered	30.05.1996	751105,241	22.07.1997	2,001,195
IP-NV-M0110	THE POWER TO SEE	WORD	CA		ORD	REGISTERED	26.05.1999	079,647	20.01.1999	107,354
IP-NV-M0111	THE DIFFERENCE BETWEEN NIGHT AND DAY	WORD	CA		ORD	REGISTERED	05.01.1998	800,110	03.02.2000	524,222
IP-NV-M0112	NIGHT CAM	WORD	CA		ORD	REGISTERED	07.07.1998	063,615	28.05.2001	1549,739

Case No	Mark	Type	Class	Sub	Type	Status	File Date	App No	Issue Date	Issue No
IP-NV-M0115	NIGHT RESCUE	WORD	CA		ORD	REGISTERED	29.05.1997	1846.332	03.08.2001	542.167
IP-NV-M0121	NIGHTADVENTURES	WORD	CA		ORD	REGISTERED	15.02.2000	1,046,804	17.10.2002	1664568,593
IP-NV-M0123	PINNACLE	WORD	CA		ORD	REGISTERED	06.08.2000	1,062,348	21.10.2002	1664569,162
IP-NV-M0123	PINNACLE	WORD	US		ORD	REGISTERED	21.06.2000	76,074,574	08.03.2004	2,668,926
IP-NV-M0129	SAVED BY SKY	WORD	US		ORD	REGISTERED	04.04.2002	70,392,497	11.04.2003	2,778,887
IP-SSI-M0100	SSI	WORD	US	1	ORD	REGISTERED	10.10.2002	70,175,930	08.12.2003	2,750,568
IP-SSI-M0101	SPACEPORT SYSTEMS LOGO (ROCKET DESIGN)	WORD	US		ORD	REGISTERED	23.04.2001	76,244,839	06.03.2003	2,720,510
IP-SSI-M0102	SPACEPORT SYSTEMS INTERNATIONAL	WORD	US		ORD	REGISTERED	13.04.2001	76,242,312	26.11.2002	2,693,636
IP-SSI-M0103	THE CALIFORNIA SPACEPORT	WORD	US		ORD	REGISTERED	13.04.2001	76,242,311	19.11.2002	2,651,399
IP-SSI-M0110	IGN	WORD	FR		ORD	REGISTERED	21.06.1998	N/A	21.08.1998	98747030
IP-SSI-M0118	IGN	WORD	GB		ORD	REGISTERED	29.07.1998	2173360	12.10.1999	2173359
IP-SSI-M0110	IGN	WORD	IT		ORD	REGISTERED	29.10.1998	MI98C 010529	29.10.1998	849929
IP-SSI-M0117	ISSIOL INTERFACE CODE	WORD	US		ORD	REGISTERED			07.06.1994	1X3-745-366
IP-XXX-M0123	BEAR CLAW & Design	FIGURAL	US		ORD	REGISTERED	01.04.2008	77,437,232	21.07.2009	3,856,557