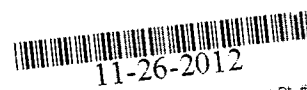


11/28/2012



103652005

COVER SHEET
S ONLY



11-26-2012

U.S. Patent & Trademark Office Form #22

MERCE
Office

(3)

To the Director of the U. S. Patent and Trademark Office: Please record the attached do

address(es) below.

1. Name of conveying party(ies):

ITT Industries Holdings, Inc.

- Individual(s)
- Partnership
- Corporation- State: Indiana
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 30, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Water CO US, Inc.

Street Address: 14125 South Bridge Circle

City: Charlotte

State: North Carolina

Country: United States of America Zip: 28273

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liab. Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

1,709,891

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas J. Vande Sande/Hall & Vande Sande LLC

Internal Address: _____

Street Address: 10220 River Road, Suite 200

City: Potomac

State: Maryland Zip: 20854

Phone Number: (301) 983-2500

Docket Number: 3312.018

Email Address: tv@hvsllc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/29/2012 MARTIN 00000007 1759891

Deposit Account Number _____ 40.00 OP

Authorized User Name _____

9. Signature:

Thomas J. Vande Sande
Signature

11/19/12
Date

Thomas J. Vande Sande

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004914 FRAME: 0245

11/26/12

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 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.

[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.

ITT INDUSTRIES HOLDINGS, INC.

By: Burt M. Fealing
Name: Burt M. Fealing
Title: Vice President, Secretary (General Counsel)

WATER CO US, INC

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

IP Assignment - Trademarks

TRADEMARK
REEL: 004914 FRAME: 0248

State of New York)
)
County of Westchester)

This instrument was acknowledged before me on this 28th day of October
2011 by Burt D. 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 9/6/20 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 Dobson 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 9/6/20 14

My commission expires: 9/6/2014

IP Assignment - Trademarks

TRADEMARK
REEL: 004914 FRAME: 0249

SCHEDULE A

Trademark Registrations and Applications

[see attached]

Case No.	City	Sub	Type	Mark	Start Date	Reg. Date	App. No.	Reg. No.
IP-FSE-M0020	DE	ORD	ORD	COMPIT	7-Apr-1997	21-Oct-1997	39715064	39715064
IP-SAN-M0010	BX	ORD	ORD	Sanitaire	5-Jun-1991	1-Nov-1992	0764711	0513401
IP-SAN-M0010	CA	ORD	ORD	Sanitaire	27-Apr-1982	7-Jan-1983	0486103	TMA275468
IP-SAN-M0010	US	07	ORD	Sanitaire	11-Apr-1985	22-Nov-1986	72243064	0919075
IP-SAN-M0012	US	11	ORD	Sanitaire	11-Jul-1988	6-Nov-1990	791611968	1621061
IP-SAN-M0014	AU	ORD	ORD	S-Logo	14-Mar-1991	25-Aug-1992	74147483	1709891
IP-SAN-M0014	US	ORD	ORD	Sanitaire with Logo	24-Oct-1989	23-May-1996	521764	521764
IP-SAN-M0016	US	11	ORD	ABJ	10-Aug-1989	20-Nov-1990	730818470	1623504
IP-SAN-M0018	US	11	ORD	ABJ	7-Jan-2000	16-Jul-2002	75893439	2582521
IP-SAN-M0100	US	ORD	ORD	WET & DESIGN	7-Feb-1981	16-Jul-2002	75894521	2582523
IP-SAN-M0101	US	ORD	ORD	WET WATER EQUIPMENT TECHNOLOGIES, INC. & DESIGN	13-Feb-1981	7-Jun-1982	73297084	1201347
IP-SAN-M0102	US	37	ORD	WET WATER EQUIPMENT TECHNOLOGIES, INC.	3-Jun-1980	20-Jul-1982	73252786	1201911
IP-SAN-M0107	AU	MMA	ORD	AQUIOUS	11-Mar-1988	2-May-1991	73761596	1624368
IP-SAN-M0107	BR	ORD	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	CA	ORD	ORD	AQUIOUS	29-Oct-2004	15-Apr-2008	827035381	827035381
IP-SAN-M0107	CH	MMA	ORD	AQUIOUS	29-Oct-2004	12-Nov-2007	1235549	TMA702768
IP-SAN-M0107	CN	MMA	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	EM	MMA	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	IP	MMA	ORD	AQUIOUS	30-Apr-2004	30-Apr-2004	3310405	3310405
IP-SAN-M0107	KR	MMA	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	MX	ORD	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	NC	MMA	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	RU	MMA	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	SG	MMA	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	TR	MMA	ORD	AQUIOUS	28-Oct-2004	28-Oct-2004	854907	854907
IP-SAN-M0107	US	ORD	ORD	AQUIOUS	29-Apr-2004	18-Jul-2006	78410621	3118066
IP-SAN-M0107	WO	ORD	ORD	AQUIOUS	18-Nov-2004	22-Oct-2004	847485	847485
IP-SAN-M0108	AU	ORD	ORD	AQUIOUS logo	29-Oct-2004	15-Apr-2008	827035390	827035390
IP-SAN-M0108	BR	ORD	ORD	AQUIOUS logo	29-Oct-2004	12-Nov-2007	1235550	TMA702767
IP-SAN-M0108	CA	ORD	ORD	AQUIOUS logo	29-Oct-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	CH	ORD	ORD	AQUIOUS logo	30-Apr-2004	18-Nov-2004	3310629	3310629
IP-SAN-M0108	EM	ORD	ORD	AQUIOUS logo	18-Nov-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	JP	ORD	ORD	AQUIOUS logo	18-Nov-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	KR	ORD	ORD	AQUIOUS logo	18-Nov-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	MX	ORD	ORD	AQUIOUS logo	18-Nov-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	NO	ORD	ORD	AQUIOUS logo	18-Nov-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	RU	ORD	ORD	AQUIOUS logo	18-Nov-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	SG	ORD	ORD	AQUIOUS logo	18-Nov-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	TR	ORD	ORD	AQUIOUS logo	18-Nov-2004	18-Nov-2004	847485	847485
IP-SAN-M0108	US	ORD	ORD	AQUIOUS logo	29-Apr-2004	18-Jul-2006	78410650	3118067
IP-SAN-M0108	WO	ORD	ORD	AQUIOUS logo	26-Apr-1999	14-Nov-2000	75691534	847485
IP-SAN-M0109	US	ORD	ORD	ROYCE TECHNOLOGIES	30-Oct-1999	19-Sep-2000	75691533	2403548
IP-SAN-M0110	US	ORD	ORD	R (stylized)	10-Apr-2002	12-May-2003	76698258	2715424
IP-SAN-MXCCO	US	ORD	ORD	AERCOR	10-Jun-1992	18-Oct-1994	74520399	1858501
IP-WED-M0002	US	ORD	ORD	WEDECO				

CaseNo	Ctry	Sub	Type	Mark	Type	Status	FileDate	AppNo	Reg. Date	Reg. No
	AU		ORD	ICEAS	WORD	REGISTERED				318144
	DE		ORD	ICEAS	WORD	REGISTERED				2086222
	ES		ORD	ICEAS	WORD	REGISTERED				2552810
	FR		ORD	ICEAS	WORD	REGISTERED				93484551
	TM		ORD	ICEAS	WORD	REGISTERED				978627
	UK		ORD	ICEAS	WORD	REGISTERED				1548000
	UK		ORD	ICEAS	WORD	REGISTERED				1548003
	US		ORD	ICEAS	WORD	REGISTERED				1,431,013

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

(3)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ITT Industries Holdings, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Indiana
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 30, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Water CO US, Inc.

Street Address: 14125 South Bridge Circle

City: Charlotte

State: North Carolina

Country: United States of America Zip: 28273

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liab. Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

1,709,891

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas J. Vande Sande/Hall & Vande Sande LLC

Internal Address: _____

Street Address: 10220 River Road, Suite 200

City: Potomac

State: Maryland Zip: 20854

Phone Number: (301) 983-2500

Docket Number: 3312.018

Email Address: tv@hvsllc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Thomas J. Vande Sande
Signature

11/15/12
Date

Thomas J. Vande Sande

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450