

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITT CORPORATION		10/28/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	FLUID HANDLING LLC		
Street Address:	8200 N. AUSTIN AVENUE		
City:	MORTON GROVE		
State/Country:	ILLINOIS		
Postal Code:	60053		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3638080	FLOBOY	
CORRESPONDENCE DATA			
Fax Number:	2032615676		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2032611234		
Email:	kro@warefressola.com		
Correspondent Name:	KEITH R. OBERT		
Address Line 1:	755 MAIN STREET		
Address Line 2:	BRADFORD GREEN BLDG. 5		
Address Line 4:	MONROE, CONNECTICUT 06468		
ATTORNEY DOCKET NUMBER:	911-003.203-1		
NAME OF SUBMITTER:	KEITH R. OBERT		
SIGNATURE:	/KEITH R. OBERT/		
DATE SIGNED:	11/17/2015		
Total Attachments: 13			
source=ASSIGNMENT#page1.tif			
source=ASSIGNMENT#page2.tif			
source=ASSIGNMENT#page3.tif			
source=ASSIGNMENT#page4.tif			

CH \$40.00 3638080

source=ASSIGNMENT#page5.tif
source=ASSIGNMENT#page6.tif
source=ASSIGNMENT#page7.tif
source=ASSIGNMENT#page8.tif
source=ASSIGNMENT#page9.tif
source=ASSIGNMENT#page10.tif
source=ASSIGNMENT#page11.tif
source=ASSIGNMENT#page12.tif
source=ASSIGNMENT#page13.tif

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") Fluid Handling LLC, a limited liability company organized under the laws of the State of Delaware having offices at 8200 N. Austin Avenue, Morton Grove, IL 60053 ("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 CORPORATION

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

FLUID HANDLING LLC

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 Burt My as Vice of ITT CORPORATION
Testing President and Corporate Secretary

(Seal, if any)

Bridget R. Higgins
Notary Public

My commission expires: 9/6/2014

BRIDGET R. HIGGINS
Notary Public, State of New York
No. 01HI6247B36
Qualified in Westchester County
Commission Expires 9/6/20 14

State of New York)
County of Westchester) ss

This instrument was acknowledged before me on this 28th day of October
2011 by Jane Dobson as Vice Pres. of FLUID HANDLING LLC

(Seal, if any)

Lynne Black
Notary Public

LYNNE BLACK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BL6220654
Qualified in Westchester County
My Commission Expires April 19, 2014

My commission expires: 04-19-14

IP Assignment - Trademarks

TRADEMARK
REEL: 005669 FRAME: 0794

Case No.	DOB	Sub-Type	Mark	Type	Status	File Date	App No.	Reg. Date	Case No.	Register

REDACTED

Serial No.	Class	Sub-Class	Type	Mark	State	Issue Date	Assign No.	Reg. Date	Reg. No.	Priority

REGISTERED

Case No.	Class	Sub	Type	Mark	Type	Status	Filed Date	Appl No.	Reg. Date	Reg. No.	Transferec.
----------	-------	-----	------	------	------	--------	------------	----------	-----------	----------	-------------

REDACTED

IP: FTP-M0111	US	WORD	REGISTERED	31-Jul-2008	77656.018	16-Jan-2009	3,638,630	Fluid Handling LLC
IP: FTP-M0111	US	WORD	REGISTERED	31-Jul-2008	77656.018	16-Jan-2009	3,638,630	Fluid Handling LLC

REDACTED

REDACTED

Case No.	City	Iss.	Type	Mark	Type	Status	FilDate	AppNo	Reg. Date	Reg. No	Transferee

REDACTED

Case No.	City	Sub	Type	Mark	Type	Status	File Date	App No	Reg. Date	Reg. No	Transfer No
----------	------	-----	------	------	------	--------	-----------	--------	-----------	---------	-------------

REDACTED

Case No.	Clas.	Sub.	Dep.	Mark.	Type	Status	File Date	Appl. No.	Reg. Date	Reg. No.	Transferee
----------	-------	------	------	-------	------	--------	-----------	-----------	-----------	----------	------------

REDACTED

Case No.	City	Sub	Type	Mark	Type	Status	File Date	App No.	Reg. Date	Reg. No.	Transfer
----------	------	-----	------	------	------	--------	-----------	---------	-----------	----------	----------

REDACTED

Case No.	City	Subj.	Type	Main	Stat.	Probate	App. No.	Reg. Date	Reg. No.	Transfers

REDACTED