

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404731

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|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pentair Valves Limited | | 06/28/2015 | Corporation: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Pentair Flow Control AG | | |
| Street Address: | Freier Platz 10 | | |
| City: | Schaffhausen 8200 | | |
| State/Country: | SWITZERLAND | | |
| Entity Type: | Aktiengesellschaft (Ag): SWITZERLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1519508 | WINN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4149788675 | | |
| <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: | 414 277 5675 | | |
| Email: | marta.levine@quarles.com | | |
| Correspondent Name: | Marta S. Levine | | |
| Address Line 1: | Quarles & Brady LLP | | |
| Address Line 2: | 411 East Wisconsin Avenue | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| NAME OF SUBMITTER: | Marta S. Levine | | |
| SIGNATURE: | /MartaLevine/ | | |
| DATE SIGNED: | 11/07/2016 | | |
| Total Attachments: 20 | | | |
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY
PURCHASE AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this "Agreement"), dated as of ___ July 2015, and effective as of 28 June 2015 ("Effective Date") is made by and between the Pentair plc entities listed on Schedule A (individually, a "Seller" and collectively, the "Sellers"), and Pentair Flow Control AG, a Switzerland Aktiengesellschaft (the "Purchaser").

WHEREAS, the Purchaser and certain of the Sellers are parties to that certain Intellectual Property Purchase Agreement, dated as of 28 June 2015 (the "Prior Agreement"), pursuant to which those Sellers, as set forth in Schedule A of the Prior Agreement (the "Initial Sellers") , sold to the Purchaser certain intellectual property rights in connection with the operation of the valves manufacturing and sales business ; and

WHEREAS, the Purchaser and the Initial Sellers now desire to amend and restate the Prior Agreement in its entirety to include sale of additional intellectual property from Westlock Controls Limited, an affiliate of the Sellers, to the Purchaser and to make certain changes to **Schedule 4.01** (Purchase Price).

NOW, THEREFORE, pursuant to Section 6.07 of the Prior Agreement, the parties hereby agree to amend and restate the Prior Agreement in its entirety as follows, and the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 "Valve Control Business" shall mean and refer to the Sellers' business, products and services related to the manufacture, marketing and sale of valves, actuators and controls.

1.02 "Governmental Entity" shall mean and refer to any federal, state, local or foreign governmental entity (including any court, arbitral, tribunal, administrative or regulatory agency or commission).

1.03 "Trademarks" shall mean and refer to all any and all of the Sellers' rights, title and interest in and to any registered trademarks and pending trademark applications owned by the Sellers which are related to the Valve Control Business, including, but not limited to, those certain trademarks listed on **Schedule 1.03**, as well as all common law, statutory and other rights therein, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to such trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of such trademarks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of

such trademarks, and any and all goodwill of the business associated with the use of, or symbolized by, such trademarks.

1.04 “Copyrights” shall mean and refer to all of the Sellers’ rights, title and interest in and to any registered copyrights and pending copyright applications owned by the Sellers which are related to the Valve Control Business, including, but not limited to, those certain copyrights listed on **Schedule 1.04**, as well as all statutory and other rights therein, including, without limitation, all worldwide copyright rights, any and all registrations and applications relating thereto; any renewals thereof; all rights in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all rights in and to all causes of action, either in law or in equity for past, present or future infringement; and in and to all rights corresponding to the foregoing throughout the world in and to such copyrights.

1.05 “Patents” shall mean and refer to all of the Sellers’ rights, title and interest in and to any and all issued patents and pending patent applications which have been granted or which may be granted therefor which are related to the Valve Control Business, including, but not limited to, those certain patents and patent applications listed on **Schedule 1.05**, as well as the full and exclusive right in and to said inventions covered by such patents, and the entire right, title and interest in and to any and all subsequent applications based thereon including any and all divisions, continuations, continuations-in-part, conversions, nationalizations, substitutions, renewals, reexaminations and reissues thereof, together with the right to claim priority from such patents and patent applications; all rights in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all rights in and to all causes of action, either in law or in equity for past, present or future infringement; and in and to all rights corresponding to the foregoing throughout the world in and to such patents.

1.06 “Unregistered Intellectual Property” shall mean and refer to all the following proprietary rights of the Sellers which are related to the Valve Control Business, but shall not include any Trademarks, Copyrights or Patents:

(a) unregistered trademarks, trade names, service marks, designs, logos, emblems, signs or insignia, slogans, keywords or phrases for online and internet advertising, as well as all goodwill associated therewith, all rights to sue for past infringement thereof and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(b) unregistered copyrights as well as all elements and rights thereof including, but not limited to, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(c) any rights and interests in any and all domain names, domain name registrations and social media accounts and profiles owned by the Sellers and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing;

(d) trade secrets, know-how, and other confidential business information, including but not limited to technical information, marketing plans, research, designs, plans,

methods, techniques and processes, any and all technology, computer software programs or applications, in both source and object code form, technical documentation of such software programs, statistical models, supplier lists, inventions which do not qualify as Patents, databases, and data, whether in tangible or intangible form and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing, and

(e) any and all other tangible or intangible proprietary property, information and materials that are or have been used (including without limitation in the development of) in or in connection with the Sellers' business and/or in any product, technology or process (i) currently being or formerly manufactured, marketed or used by the Sellers, or (ii) previously or currently under development for possible future manufacturing, marketing or other use by the Sellers, and all rights to recovery in connection with any claim or cause of action associated with any of the foregoing.

1.07 "Intellectual Property" shall mean and refer collectively to all Trademarks, Copyrights, Patents and Unregistered Intellectual Property, with the exclusion of the Excluded Assets. For the avoidance of doubt, Intellectual Property does not include customer lists, markets or distribution agreements.

1.08 "Territory" shall mean and refer to any and all jurisdictions worldwide.

1.09 "Purchased Assets" shall mean and refer to the Intellectual Property in the Territory.

1.10 "Excluded Assets" shall mean and refer to any and all Intellectual Property that, whether at law, by treaty or by contract or otherwise, is unassignable, or which if assigned would invalidate any intellectual property rights of any Seller and/or the Purchaser or of any Purchased Asset, or which would cause a Seller to be in breach of the terms of a contract, or would cause the termination of a contract, or would give a party other than such applicable Seller or Purchaser grounds to terminate a contract.

1.11 The Schedules and Exhibits to this Agreement form part of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.01 Agreement to Purchase and Sell. On the terms and subject to the conditions contained in this Agreement, the Purchaser purchases from the Sellers and the Sellers sell to the Purchaser the Purchased Assets. For these purposes, each of the Sellers hereby assign to the Purchaser absolutely all such right, title and interest as each of them respectively may hold in the Purchased Assets.

2.02 Complete Sale. As between the parties hereto, notwithstanding the Purchaser's failure to record this Agreement in the office of any Governmental Entity including,

but not limited to, any nation's trademark, copyright or patent office, the purchase effectuated by this Agreement shall be a full and complete purchase such that title to all Purchased Assets vests in the Purchaser.

2.03 Royalties. Any royalties pursuant to or connected with the Purchased Assets due to the Sellers are hereby assigned to the Purchaser, and the parties hereto agree to take any action necessary to ensure that the Purchaser has all rights to such royalties including, but not limited to, assigning any contracts providing for royalties pursuant to or connected with the Purchased Assets.

ARTICLE III

EXCLUDED ASSETS

3.01 No Transfer of Excluded Assets. The Excluded Assets shall not be assigned and are not assigned to Purchaser by this instrument.

3.02 License of Certain Intellectual Property by the Sellers. For a period commencing on the Effective Date and until 31 December 2015, the Purchaser shall grant Westlock Controls Limited a royalty-free license to use any and all Intellectual Property sold under this Agreement that is currently being used in its manufacturing operations. The form of such license shall be mutually agreed upon by the Purchaser and the Sellers.

ARTICLE IV

PURCHASE PRICE

4.01 Purchase Price. The aggregate purchase price for the Purchased Assets (the "Purchase Price") representing the fair market value of the Purchased Assets is set forth on Schedule 4.01. The Purchase Price shall be paid by delivery to the Sellers, as applicable, within 90 days of the Effective Date in cash.

4.02 The Purchase Price represents an arm's length amount for the rights to the Purchased Assets.

4.03 The Purchase Price shall be paid in Pounds Sterling (GBP). The Purchase Price paid shall be exclusive of taxes.

4.04 For the purpose of permitting the Sellers to audit the Purchase Price, the Purchaser shall, at its expense, keep accurate books of account and records containing necessary documentation for the purpose of substantiating the Purchase Price payable under this Agreement.

4.05 The parties have established an arm's length transfer pricing policy, which they believe satisfies the arm's length principles for the transactions under this Agreement. The parties have contemporaneous documentation to support the determination of the arm's length Purchase Price for such transactions. In the event that the local taxing authority of either party proposes an adjustment to the Purchase Price or to any deemed periodic payment under this

Agreement, the parties shall jointly determine how to address the taxing authority's proposal and can, if jointly agreed, make payments necessary to give effect to such determination without waiving each parties' administrative rights with either tax authority.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.01 General Statement. The parties make the representations and warranties to each other which are set forth in this Article V.

5.02 Representations and Warranties of the Sellers. The Sellers represent and warrant to the Purchaser as follows:

(a) Existence and Power. Each Seller is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, and has all corporate powers required to carry on its business as now conducted.

(b) Title to Intellectual Property. Each Seller believes it is owner of its Purchased Assets and such ownership can legally be transferred to the Purchaser. Notwithstanding and without limiting the foregoing, the records of any Governmental Entity may not reflect the Sellers' legal ownership of any or all of the Purchased Assets because the Sellers have not recorded such ownership with the Governmental Entity.

(c) Further Acts. Without additional consideration, the Sellers, and any affiliates, subsidiaries, directors, employees, successors or assigns, shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the Purchaser may reasonably request in order to fulfill the purposes and intent of this Agreement including, but not limited to, doing and causing any action to be done to record the Purchaser as owner of any and/or all the Purchased Assets in any Governmental Entity.

(d) Sellers' Authorizations. The execution, delivery and performance by the Sellers of this Agreement and the consummation by the Sellers of the transactions contemplated hereby are within its organizational powers and have been duly authorized by all necessary or appropriate organizational action, and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated by the Agreement. Assuming that this Agreement constitutes the valid and binding obligation of the Purchaser, this Agreement constitutes a valid and binding agreement of the Sellers, enforceable against each Seller in accordance with its terms.

(e) Governmental Authorization. The execution, delivery and performance by the Sellers of this Agreement and the consummation by the Sellers of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Entity.

(f) Non-Contravention. The execution, delivery and performance by each Seller of this Agreement and the consummation by the Seller of the transactions contemplated hereby do not and will not (i) contravene or conflict with such Sellers' organizational documents, (ii) contravene or conflict with or constitute a violation of any provision of any law, rule, regulations, decree, order, writ, judgment, injunction or arbitration award or other restriction of Governmental Entity binding upon or applicable to such Seller, (iii) constitute a breach or default under or give rise to a right of termination, cancellation or acceleration (with or without due notice or lapse of time or both) of any right or obligation of the Seller, or result in the creation or imposition of any liens, security interests, charges or encumbrances on any Purchased Asset.

(g) Infringement. No claims or written notice (i) challenging the validity, effectiveness or ownership by the Sellers of any of the Purchased Assets, or (ii) to the effect that the use, distribution, licensing, sublicensing, sale or any other exercise of rights in any Purchased Assets infringes or will infringe on any intellectual property rights or personal right of any person have been asserted or, to the knowledge of the Sellers, are threatened by any person. Nor are there, to the knowledge of the Sellers, any valid grounds for any bona fide claim of any such kind. To the knowledge of the Sellers, there is and has been no unauthorized use, infringement or misappropriation of any of the Purchased Assets by any third party, employee or former employee.

5.03 The Purchaser represents and warrants to the Sellers as follows:

(a) Corporate Existence and Power. The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of Switzerland and has all corporate powers required to carry on its business as now conducted.

(b) Authorization; Approvals. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby are within the organizational powers of the Purchaser and have been duly authorized by all necessary organizational action. Assuming that this Agreement constitutes the valid and binding obligation of the Sellers, this Agreement constitutes a valid and binding agreement of the Purchaser, enforceable in accordance with its terms. No vote of the holders of any of the outstanding capital stock of the Purchaser or any other security of the Purchaser under the laws of the state of its incorporation or any other applicable law or regulation, or pursuant to the terms of the certificate of incorporation or by-laws of the Purchaser that has not been obtained, is necessary to approve this Agreement or the transactions contemplated hereby.

(c) Recordation of Agreement. The Purchaser shall have the right, but shall have no obligation, to record this Agreement, and any subsequent or related assignments, transfers or conveyances with any Governmental Entity, all which shall occur at the Purchaser's sole expense.

(d) Governmental Authorization. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Entity, other than such consents, approvals, actions, orders, authorizations, registrations, declarations and filings which, if not obtained or made, would not, individually or in the

aggregate, (i) have either a material adverse effect on the business of the Purchaser, or (ii) prevent or materially impair the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) Non-Contravention. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby do not and will not (i) materially contravene or conflict with the certificate of incorporation or by-laws of the Purchaser or (ii) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to the Purchaser (other than any such items that would not, individually or in the aggregate, (1) have a material adverse effect on the business of the Purchaser or (2) prevent or materially impair the ability of the Purchaser to consummate the transactions contemplated by this Agreement.)

ARTICLE VI

MISCELLANEOUS

6.01 Expenses. Except as otherwise expressly provided herein, each of the Purchaser and the Sellers shall pay all of their own expenses (including attorneys' and accountants' fees and expenses) in connection with the negotiation of this Agreement, the performance of their obligations hereunder and the consummation of the transactions contemplated by this Agreement.

6.02 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

Notices to the Purchaser:

Pentair Flow Control AG
Freier Platz 10, CH-8200
Schaffhausen
Switzerland

Notices to the Sellers :

Pentair Manufacturing UK Limited (f/k/a Safety Systems UK Limited)
PO Box 471,

Sharp Street
Walkden, Manchester, M28 8BU

6.03 Assignment; Binding Effect. Neither this Agreement nor any of its rights, interests or obligations hereunder may be assigned or delegated by a party without the prior written consent of the other parties. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.04 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.05 References. The section and other headings and subheadings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect the meaning or interpretation of this Agreement or any exhibit hereto. All references to days or months shall be deemed references to calendar days or months. Unless the context otherwise requires, any reference to a "Section," or "Exhibit," shall be deemed to refer to a section of this Agreement, or exhibit to this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. English shall be the governing language of this Agreement.

6.06 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person. The information contained in this Agreement and any Exhibit hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of law or breach of contract).

6.07 Amendment and Waiver. Any provision of this Agreement or any Exhibit hereto may be amended or waived only in a writing signed by the Purchaser and the Sellers. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

6.08 Complete Agreement. This Agreement and the documents referred to herein contain the complete agreement between the parties hereto with respect to the subject matter hereof and supersede any prior understandings or agreements by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

6.09 Third Party Rights. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

6.10 Further Assurances. The parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Purchased Assets, on the terms herein contained, and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.

The parties acknowledge that the ownership records of certain intellectual property related to the Valve Control Business may be incomplete with respect to ownership among Sellers' affiliates and further acknowledge that, to the extent any such intellectual property is later identified to be owned by another affiliate of a Seller (not set forth on Schedule A), the parties intend that such intellectual property be transferred to the Purchaser as of the Effective Date, all on and subject to the terms and conditions set forth herein.

6.11 Delivery by Electronic Mail. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract shall raise the use of electronic mail to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

6.12 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

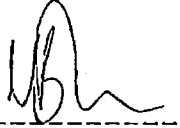
6.13 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit for all purposes in connection with this Agreement to the exclusive jurisdiction of the English courts.


6.14 Effect on Prior Agreement. Upon the execution and delivery of this Agreement, the Prior Agreement shall be amended and restated so that it shall be read and construed for all purposes as set forth in this Agreement.

* * * *

AS WITNESS, the hands of the parties or their duly authorized representatives.

Executed as a deed by PENTAIRVALVES & CONTROLS
(UK) LIMITED by a director in the presence of a witness:

Signature 
Name (block capitals) DIREKTOR
Director

Witness signature 
Witness name (capital blocks) JAMES PEARCE
Witness Address SHARP ST
MANCHESTER
M28 8BU

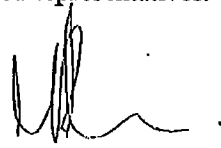
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AS WITNESS, the hands of the parties or their duly authorized representatives.

Executed as a deed by **SAFETY SYSTEMS UK LIMITED**
by a director in the presence of a witness:

Signature



Name (block capitals)

W BONDWIN

Director

Witness signature



Witness name
(capital blocks)

JAMES PEARCE

Witness Address

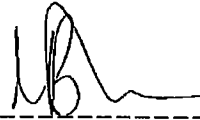
SHARP STREET
MANCHESTER
M28 8BU

[Signature page to Amended and Restated IP Purchase Agreement]

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AS WITNESS, the hands of the parties or their duly authorized representatives.

Executed as a deed by **PENTAIR FLOW CONTROL (UK) LIMITED** by a director in the presence of a witness:

Signature 

Name (block capitals) MBENSON
Director

Witness signature 

Witness name (capital blocks) JAMES PEARCE

Witness Address SHARP STREET
MANCHESTER
M28 8BU


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AS WITNESS, the hands of the parties or their duly authorized representatives.

Executed as a deed by PENTAIR VALVES LIMITED
by a director in the presence of a witness:

Signature 

Name (block capitals) LEARDMAN
Director

Witness signature 

Witness name (capital blocks) JAMES PEARCE


Witness Address SHARP ST
MANCHESTER
M28 8BU

[Signature page to Amended and Restated IP Purchase Agreement]


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AS WITNESS, the hands of the parties or their duly authorized representatives.

Executed as a deed by WESTLOCK CONTROLS LIMITED
by a director in the presence of a witness:

Signature 

Name (block capitals) MBANDINI
Director

Witness signature 

Witness name
(capital blocks) JAMES PEARCE

Witness Address
SHARP STREET
MANCHESTER
M28 8BU

[Signature page to Amended and Restated IP Purchase Agreement]

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AS WITNESS, the hands of the parties or their duly authorized representatives.

PENTAIR FLOW CONTROL AG

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature page to Amended and Restated IP Purchase Agreement]

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SCHEDULE A

Sellers

1. Pentair Valves & Controls (UK) Limited (being renamed Pentair Sales UK Limited) company number SC202028
2. Safety Systems UK Limited (being renamed Pentair Manufacturing UK Limited) company number 30037
3. Pentair Flow Control (UK) Limited (being renamed Pentair SSC UK Limited) company number 3691639
4. Pentair Valves Limited company number 2767502
5. Westlock Controls Limited company number 2382720

SCHEDULE 1.03

Trademarks

LINDAPTER
WINN
AMAL
AMAL Stylized
BIRKETT

SCHEDULE 1.04

Copyrights

None.

SCHEDULE 1.05

Patents

None.

SCHEDULE 4.01

Purchase Price

| <u>Entity</u> | <u>Amount to be Paid</u> |
|--|---------------------------------|
| Pentair Valves & Controls (UK) Limited | GBP 1 |
| Safety Systems UK Limited | GBP 2,272,000 |
| Pentair Flow Control (UK) Limited | GBP 1 |
| Pentair Valves Limited | GBP 1,557,000 |
| Westlock Controls Limited | GBP 1,208,000 |