

STOCK PURCHASE AGREEMENT
BY AND AMONG
UNITED STATES FILTER CORPORATION,
U.S. FILTER WASTEWATER GROUP, INC.,
NEWTON H. FISK,
ROY C. BAKER
AND
AUTOCON INDUSTRIES, INC.

July 30, 1997

Stock Purchase Agreement ("Agreement"), dated as of the 30th day of July, by and among Newton H. Fisk, an individual ("Fisk"), Roy C. Baker, an individual ("Baker"), UNITED STATES FILTER CORPORATION, a Delaware corporation ("USF"), U.S. FILTER WASTEWATER GROUP, INC., a Delaware corporation and a wholly-owned subsidiary of USF ("Buyer"), and AUTOCON INDUSTRIES, INC., a Minnesota corporation ("Company"). Newton H. Fisk and Roy C. Baker are hereinafter individually referred to as "Seller" and collectively referred to as "Sellers."

Sellers desire to sell all of the issued and outstanding shares of capital stock of the Company, consisting of 8,482 shares of common stock (the "Company Shares") to Buyer, and Buyer desires to purchase the Company Shares, on the terms and subject to the conditions set forth below. In consideration of the representations, warranties, covenants and agreements contained herein, Sellers, Buyer and the Company, each intending to be legally bound hereby, agree as set forth below.

3.20 Intellectual Property Rights. The attached Schedule 3.20 discloses all of the trademark and service mark rights, applications and registrations, trade names, fictitious names, service marks, logos and brand names, copyrights, copyright applications, letters patent, patent applications and licenses of any of the foregoing owned or used by the Company in or applicable to the Business. The Company has the entire right, title and interest in and to, or has the exclusive perpetual royalty-free right to use, the intellectual property rights disclosed on the attached Schedule 3.20 and, to the knowledge of Sellers and the Company, all other processes, know-how, show-how, formulae, trade secrets, inventions, discoveries, improvements, blueprints, specifications, drawings, designs, and other proprietary rights used in or necessary for the Business ("Intellectual Property"), free and clear of all Encumbrances. The attached Schedule 3.20 separately discloses all Intellectual Property under license. To the knowledge of Sellers and the Company, the Intellectual Property is valid and not the subject of any interference, opposition, reexamination or cancellation. To the knowledge of Sellers or the Company, no Person is infringing upon nor has any Person misappropriated any Intellectual Property. To the knowledge of Sellers and the Company, the Company is not infringing upon the intellectual property rights of any other Person.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLERS:

NEWTON H. FISK:

Newton H. Fisk

ROY C. BAKER:

Roy C. Baker

THE COMPANY:

AUTOCON INDUSTRIES, INC.

By: *Newton H. Fisk*
Name: NEWTON H. FISK
Title: C. E. O.

UNITED STATES FILTER CORPORATION

By: _____
Name: _____
Title: _____

BUYER:

U.S. FILTER WASTEWATER GROUP, INC.

By: _____
Name: _____
Title: _____

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLERS:

NEWTON H. FISK:


ROY C. BAKER:

THE COMPANY:

AUTOCON INDUSTRIES, INC.


By: _____
Name: _____
Title: _____

UNITED STATES FILTER CORPORATION

By: 
Name: Kevin L Spence
Title: Vice President

BUYER:

U.S. FILTER WASTEWATER GROUP, INC.

By: 
Name: _____
Title: _____

* * *

Schedule 3.20 Intellectual Property Rights

1. The Attachment 3.20 identifies all the Active and Expired Marks of the Company. The Company has no copyright applications, letters patent, patent applications or licenses.
2. Intellectual property used under license includes miscellaneous "off the counter" software licenses for use of office computer systems.
3. See also the software licenses listed on Schedule 3.13.
4. Employees of the Company may have created copyrightable material in the ordinary course of the business of the Company. No attempts have been made to copyright such materials.

AUTOCON MARKS

	<u>Active Marks</u>	<u>USA</u>	<u>Active Marks</u>	<u>Canada</u>
MICROCAT	8/22/89	1,552, 615	4/20/90	368, 037
AUTOCON (new logo)	1/5/88	1,471, 243		
AUTOCON	11/19/74	998, 849		
AUTOCON	7/16/74	988, 378	2/23/62	125, 585
AUTOCON	11/12/74	998, 327		
PROBOTROL	4/25/67	827, 847		
AUTOCON	11/9/49**	826, 850		
REACTOSPEED	11/10/64	779, 791		
GEO-GRAPHIC PANEL	3/30/65	787, 517		
DUOTROL	9/15/64	776, 906		
TANKTROL	7/9/63	752, 431		
BUBBLTROL	7/9/63	752, 430		
PLANPAK	10/22/57	653, 348		
TELESTEP	8/7/56	632, 202		

** Ammended to change date of first use from 4/4/67 to 11/9/49 by notice dated 4/4/95

Expired Marks

UNIFLEX	Expired	1, 257, 595
SUPER-TROL	Expired	922, 545
AUTO-MOD	Expired	860, 509
TEL-EYE	Expired	802, 677