

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delta Environmental Products, Inc		02/23/2005	CORPORATION: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pentair Pump Group, Inc.		
<b>Street Address:</b>	293 Wright Street		
<b>City:</b>	Delavan		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53115		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1866321	WHITEWATER	
Registration Number:	2633490	INTELLIGENT PANEL	
Registration Number:	2687200	NUTRICLEAR	
Registration Number:	2897595	ULTRACLEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)339-6364		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-339-2500		
<b>Email:</b>	kdavis@hensonefron.com		
<b>Correspondent Name:</b>	Kathleen Davis		
<b>Address Line 1:</b>	220 South Sixth Street		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Kathleen M. Davis		
<b>Signature:</b>	/Kathleen M. Davis/		

OP \$115.00 1866321

Date:

02/24/2005

**Total Attachments: 3**

source=TM assignment#page1.tif

source=TM assignment#page2.tif

source=TM assignment#page3.tif

**TRADEMARK ASSIGNMENT  
FROM DELTA ENVIRONMENTAL PRODUCTS, INC. TO  
PENTAIR PUMP GROUP, INC.**

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made effective as of the 23rd day of February, 2005, by and between Delta Environmental Products, Inc., a Louisiana corporation (hereinafter "Assignor") and Pentair Pump Group, Inc., a Delaware corporation (hereinafter "Assignee").

**WHEREAS**, Assignor owns, has adopted, has used or is using the marks identified on Schedule A attached hereto (the "Marks"); and

**WHEREAS**, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated February 23, 2005 ("APA") which provides for, among other things, the assignment of the Marks, and the registrations from Assignor to Assignee, together with all goodwill associated therewith, and all common law rights therein.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest, in and to said Marks, and all registrations, including without limitation those registrations as set forth in the attached Schedule A, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Agreement.

Assignor covenants and agrees to execute or procure any further necessary assurance of title to said Marks, registrations and applications; and at any time, upon the reasonable request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Marks and registrations in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks and registrations and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

**IN WITNESS WHEREOF**, Assignor has caused these presents to be executed by its officers thereunto duly authorized this 23rd day of February, 2005.

DELTA ENVIRONMENTAL PRODUCTS, INC.

By:

Name: Brenda Robertson Guy

Title: President and Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 23rd day of February, 2005, before me personally appeared Brenda Robertson Guy, to me known, who, being by me duly sworn, did depose and say that she is President and Chief Executive Officer of Delta Environmental Products, Inc., the corporation described in and which executed the above instrument.

  
NOTARY PUBLIC

**B. MICHAEL MAULDIN**  
Notary Public  
Parish of East Baton Rouge  
State of Louisiana  
My Commission is for Life  
LA. Bar Roll No 09060

**SCHEDULE A**

Trademark No.

Mark

1,866,321

WHITEWATER

2,633,490

INTELLIGENT PANEL

2,687,200

NUTRICLEAR

2,897,595

ULTRACLEAR

{B0316377.1}