

09-15-2005



RECC  
TF

103082346

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):**

Thames Water Products S-H Limited (formerly known as Simon-Hartley Limited and Simon Hartley Ltd)

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other registered company in England and Wales
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) January 28, 2005

- 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: Ashbrook Simon-Hartley Limited

Internal

Address: 10/11 Brindley Court

Street Address: Lymedale Business Park

City: Newcastle-under-Lyme

State: Staffordshire

Country: Great Britain Zip: ST5-9QH

- Association
- General Partnership
- Limited Partnership
- Corporation

Other reg company Citizenship England and Wales

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)

B. Trademark Registration No. (s)

US 1113456; 1082287

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
see attached Assignment, pages A-1 and A-2

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

Name: Jeffrey L. Wendt

Internal Address: \_\_\_\_\_

Street Address: 34 DriftOak Circle

City: The Woodlands

State: Texas Zip: 77381

Phone Number: 936-321-3856

Fax Number: 936-321-3856

Email Address: jwendt3@houston.rr.com

**6. Total number of applications and registrations involved:**

2

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

65

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

09/14/2005 09:51:00 00132 1113456

01 FC:852  
02 FC:852

Jeffrey L. Wendt  
Signature  
Jeffrey L. Wendt  
Name of Person Signing

September 8, 2005  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

## **ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT is made effective as of January 28, 2005 ("Assignment Date") by Thames Water Products S-H Limited, Thames Water Products S-H Limited, a company registered in England & Wales under registration number 297150 and whose registered office is at Gainsborough House, Manor Farm Road, Reading, Berkshire, RG2 0JH, United Kingdom, formerly known as Simon-Hartley Limited and Simon Hartley Ltd ("Assignor"), to Ashbrook Simon-Hartley Limited, incorporated and registered in England and Wales, having a place of business at 10/11 Brindley Court, Lymedale Business Park, Newcastle-under-Lyme, Staffordshire, ST5 9QH ("Assignee").

WHEREAS, Assignor acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademarks and registrations thereof, and applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," and "Registrations" respectively), along with the goodwill of the business appurtenant to said Marks; and

WHEREAS, Assignor has agreed to transfer and assign to Assignee its entire rights, title and interests in and to the Marks and Registrations, and the goodwill appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests throughout the world in and to the Marks and Registrations, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the Assignment Date.

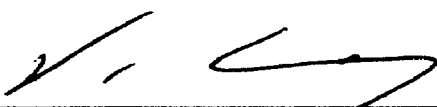
2. Assignor hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office and all relevant non-United States Patent and Trademark Offices to issue any and all trademarks granted upon applications identified in Exhibit A to Assignee for the sole use and enjoyment of Assignee, and to record this Assignment for the Marks and Registrations so as to establish Assignee as owner of record of the Marks and Registrations.

3. Assignor further agrees for itself, its predecessors, successors, and assigns, without further consideration, to execute and have executed any and all other documents of any kind whatsoever necessary to fully secure to Assignee, or to Assignee's successors-in-interest or assigns, the assigned rights in the Marks and Registrations along with the goodwill of the business appurtenant to said Marks, to provide whatever information may be required, to carry out the terms and intent of this Assignment and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment so that Assignee's ownership of the Marks and Registrations is duly made of record.

4. This Assignment shall be governed and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts. Final judgment by such courts shall be conclusive and may be enforced in any manner permitted by law.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on this 21 day of January, 2005.

**Thames Water Products S-H Limited**  
(formerly known as Simon-Hartley Limited and  
Simon-Hartley Ltd)

By: 

Name: Peter Harding

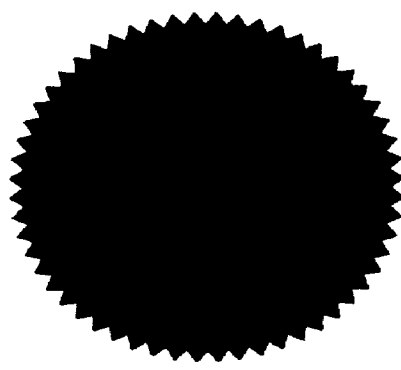
Title: Director

Before me personally appeared said Peter Harding and acknowledged that he is a Director of Thames Water Products S-H Limited, that he has the authority to execute this Assignment on behalf of Thames Water Products S-H Limited, and has acknowledged the foregoing instrument to be his free act and deed this 21 day of January, 2005.

  
Notary Public

PETER M. HUTT  
NOTARY PUBLIC  
FIELD SEYMOUR PARKES  
1 LONDON STREET  
READING, BERKS.

My Commission expires indefinitely for life



**SCHEDULE A**

Trademarks, Registrations and Applications for Registration  
owned by Thames Water Products S-H Limited

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Last Recorded Owner</b>
US	KLAMPRESS	73/146,162	1,113,456	Thames Water Products S-H Limited
US	WINKLEPRESS	73/112,007	1,082,287	Thames Water Products S-H Limited
U.K.	SMARTFLOC	2121079	2121079	Thames Water Products S-H Limited
France	SIMCAR	957014	1541870	Thames Water Products S-H Limited
France	KLAMPRESS	864149	1415961	Thames Water Products S-H Limited
Germany	SIMDITCH	S4882711WZ	1162676	Thames Water Products S-H Limited
U.K.	AQUABELT	1100155	1100155	Thames Water Products S-H Limited
U.K.	KLAM-PRESS	1080987	1080987	Thames Water Products S-H Limited
U.K.	CAPITOX	1030034	1030034	Thames Water Products S-H Limited
U.K.	WINKLEPRESS	1021539	1021539	Thames Water Products S-H Limited
Germany	KLAMPRESS	S312747WZ	972481	Thames Water Products S-H Limited
Germany	COPLASTIX	C2389511WZ	933983	Thames Water Products S-H Limited
Italy	WINKLEPRESS	12397T0	801999	Thames Water Products S-H Limited
Germany	SIMCAR	S142447WZ	793101	Thames Water Products S-H Limited
Italy	KLAMPRESS	414597MI	790454	Thames Water Products S-H Limited
U.K.	SPIROFLOW	775581	775581	Thames Water Products S-H Limited
U.K.	COMET	774025	774025	Thames Water Products S-H Limited
U.K.	METASEAL	718623	718623	Thames Water Products S-H Limited

Country	Mark	Application No.	Registration No.	Last Recorded Owner
Italy	COPLASTIX	869193MI	679013	Thames Water Products S-H Limited
U.K.	HARTLID	621386	621386	Thames Water Products S-H Limited
Spain	SIMCAR	514755M	514755M	Thames Water Products S-H Limited
Benelux	SIMDITCH	732155	466273	Thames Water Products S-H Limited
Benelux	COPLASTIX	600863	322748	Thames Water Products S-H Limited
Australia	KLAMPRESS	310948	Pending	Thames Water Products S-H Limited
Canada	KLAMPRESS	051539400	297884	Thames Water Products S-H Limited
Australia	HEATAMIX	239937	Pending	Thames Water Products S-H Limited
Canada	WINKLEPRESS	040417400	226763	Thames Water Products S-H Limited
Sweden	SIMCAR	87053	Pending	Thames Water Products S-H Limited
Benelux	SIMCAR	301554	65621	Thames Water Products S-H Limited
New Zealand	KLAMPRESS	120873	120873	Thames Water Products S-H Limited
South Africa	KLAMPRESS	77/4012	77/4012B	Thames Water Products S-H Limited
South Africa	WINKLEPRESS	76/5697	76/5697	Thames Water Products S-H Limited
Italy	SIMCAR	24102003TO	Pending	Thames Water Products S-H Limited