

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AnoxKaldnes, Inc. | | 12/22/2009 | CORPORATION: RHODE ISLAND |
| RECEIVING PARTY DATA | | | |
| Name: | OTV SA | | |
| Street Address: | 1 place Montgolfier | | |
| City: | 94410 Saint Maurice | | |
| State/Country: | FRANCE | | |
| Entity Type: | COMPANY: FRANCE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3633168 | LAGOONGUARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (919)854-2084 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 919-854-1844 | | |
| Email: | jsleeper@coatsandbennett.com | | |
| Correspondent Name: | Larry L. Coats | | |
| Address Line 1: | 1400 Crescent Green | | |
| Address Line 2: | Suite 300 | | |
| Address Line 4: | Cary, NORTH CAROLINA 27518 | | |
| ATTORNEY DOCKET NUMBER: | 6060-013 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |

CH \$40.00 3633168

900191411

TRADEMARK
 REEL: 004537 FRAME: 0796

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Larry L. Coats

Signature:

/LLC/

Date:

05/10/2011

Total Attachments: 10

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ASSIGNMENT OF TRADEMARK

BETWEEN:

AnoxKaldnes, Inc., a US corporation registered in the Companies Register under the n° 75-3026827, having its registered office located Suite 301 260 West Exchange Street, 02903 Providence, Rhode Island, United States of America, represented by its legal representative Mr Terrance Mah and Mr Thomas Welander.

Hereafter referred as "the Assignor"

On the one hand,

And :

OTV SA, a French company ("société anonyme") registered in the Companies Register under the n° 433 962 586, having its registered office located 1 place Montgolfier, 94410 Saint Maurice, France, represented by its legal representative M. Jean-Michel HERREWYN,

Hereafter referred as "the Assignee",

On the other hand,

The Assignor and the Assignee are both hereafter referred as "the Parties".

Preamble:

Further to the purchase of companies composing the AnoxKaldnes Group by Veolia Water Solutions & Technologies in June 2007, it has been decided to transfer all the IP rights owned by the companies of the AnoxKaldnes Group to the Assignee which is a subsidiary of Veolia Water Solutions & Technologies.

In December 2008, the tangible assets of the Assignor were transferred to Krüger, Inc., a US corporation, but not the trademarks.

The Assignor is the owner of a trademark application and registration in two countries (hereafter referred as "the Trademarks"), particulars of which are detailed in the Annex to the present Assignment deed.

At the date of signature of the present Assignment deed, the Trademarks stand in the name of AnoxKaldnes, Inc. It is noted that it is the former registered office of the Assignor (i.e. 58 Weybosset Street, 4th Floor Providence, Rhode Island 02903, United States of America) that is mentioned in the Canadian trademark application

The Assignee wishes to receive ownership of the Trademarks.

The Assignor is willing to assign these Trademarks to the Assignee.

Therefore, the Parties have agreed on defining terms and conditions of these Trademarks assignment from the Assignor to the Assignee.

Thus, it has been agreed that:

Article 1: Statements

The Assignor guarantees having the full ownership of the Trademarks -as listed in the Annex to the present Assignment deed-, that none of them has been pledged, or granted under licence - or at least that possible licence agreements do not prevent it from transferring ownership of the Trademarks- and that it can freely assign them.

The Assignor undertakes to hand down to the Assignee as soon as possible all the documents relating to the Trademarks that could be send to it after the signature of the present Assignment deed.

The Assignor also undertakes to provide the Assignee with or to execute all the documents that will be necessary to have the correct chain of title recorded vis-à-vis the Trademarks before the relevant Trademark Offices.

Article 2: Assignment

The Assignor assigns to the Assignee, who accepts it, the Trademarks -as listed in the Annex to the present Assignment deed-.

The Assignor undertakes not to claim any right on these Trademarks once the present Assignment deed has been signed.

Article 3: Price

In consideration of the present Assignment, the Assignee will pay to the Assignor a sum of thirteen thousand three hundred and sixty nine (13,369) US \$, exclusive of tax.

This sum is deemed to be definitely owed to the Assignor and cannot be paid back to the Assignee, whatsoever the reason.

The sum owed to the Assignor shall be paid within a period of five (5) days from the signature of the present Assignment deed by the Parties. The payment shall be made by the Assignee on the following bank account of the Assignor whose references are:

RBS Citizens Bank, Providence RI

Account no 16333713

Routing/ABA no 011500120

Article 4: Warranty

The Assignor only guarantees the material existence of the Trademarks.

Should any of the Trademarks be not granted or be judged invalid later on by a Court judgment, the Assignee undertakes not to claim any damages or reimbursement of the sum or a part of the sum paid to the Assignor.

Article 5: Recordal, registration and fees

5.1. Recordal of the assignment

Recordal of this assignment before the relevant registers will be done and paid by the Assignee.

Possible recordal(s) of previous transfer(s) of ownership and/or changes of name, address and/or legal form will be also done and paid by the Assignee. However, the Assignor undertakes to record previous transfer(s) of ownership and/or changes of name, address and/ or legal form should a Trademark Office requires it to do so and/or make it impossible to the Assignee to record such former changes it did not take part to.

Similarly, the Assignee will be in charge of the registration of this assignment before the relevant Tax Authorities.

5.2. Fees

All fees relating to the Trademarks, including registration fees, examination fees or renewal fees of the Trademarks that would be owed from the date of signature shall be paid by the Assignee. However, fees incurred by recordals that can only be made by the Assignor as exposed under Article 5.1., shall be borne by the Assignor.

Article 6: Legal actions

The Assignor declares it has not initiated any litigation proceeding and that it is not part of any litigation proceeding relating to the Trademarks.

The Assignee shall be the sole person entitled to sue for infringing acts against the Trademarks made before this assignment.

Article 7: Choice of law and choice of courts

The present Assignment shall be governed by French law.

Any litigation or challenge relating to the construction or the execution of the present Assignment that could not be solved by amicable agreement between the Parties, shall be judged by the Paris High Court ("Tribunal de Grande Instance de Paris").

Article 8: Miscellaneous

8.1: Whole consent of the Parties

The present Assignment represents the whole agreement between the Parties. It replaces and revokes any oral or written, whether formal or implied, agreement having the same subject matter as this Assignment and having been signed by the Parties before the signature of the present Assignment.

8.2: Date of enforcement

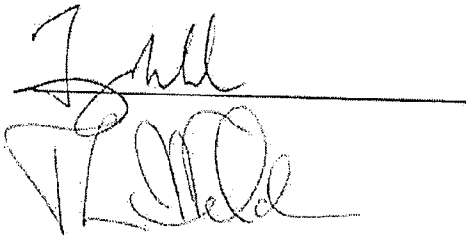
The present Assignment shall take effect from the date it has been signed by both Parties.

Done in 4 original deeds copies

For the Assignor

Mr Terrance Mah
Mr Thomas Welander
Date: 22 December 2009
Place: Lund

Signature:



Handwritten signature of Mr Terrance Mah and Mr Thomas Welander, written over a horizontal line.

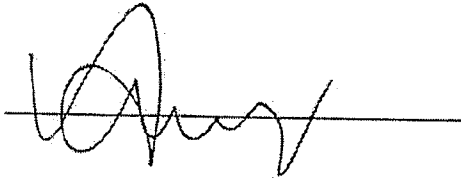
For the Assignee

M. Jean-Michel HERREWYN

Date:

Place:

Signature



Handwritten signature of M. Jean-Michel HERREWYN, written over a horizontal line.

ANNEX

| Trademark | Country | Appl. number | Appl. date | Regist. number | Regist. date |
|-------------|---------------|--------------|------------|----------------|--------------|
| LAGOONGUARD | Canada | 1269320 | 19/08/2005 | pending | pending |
| LAGOONGUARD | United States | 78685539 | 04/08/2005 | 3633168 | 02/06/2009 |

M2

DECLARATION OF MODIFICATION

1/10.60/11.80

No. 11682901

LEGAL ENTITY

00B3399

94616886052 ON JULY 22 2010
reserved for the competent CFE
EXTRACTS FROM THE
MINUTES OF THE REGISTRY
OF THE CRETEIL TRADE
COURT

Denomination, legal form, capital Transfer of head office Taking on activities of a company founded without any activity Complete stoppage of activity without disappearance of the legal entity Other GIE - GEIE

Declaration relating to an establishment (opening, modification, transfer, offering for management leasing, closure) Resuming activities Dissolution

FILL IN IN ANY CASE all of the boxes Nos. 1, 2, 17, 18 AND THE NEW OR AMENDED MENTIONS by indicating the date of the event

REMINDER OF THE IDENTIFICATION PRIOR TO MODIFICATION

2 SOLE IDENTIFICATION No. 433 902 586

REGISTRATION ON THE TCR OF THE RECORD OFFICE OF CRETEIL

ON THE CRAFTS REGISTER IN THE DEPARTMENT OF _____

Record Office(s) of the secondary registration(s) _____

Designation of the tax center where the last VAT and income declarations were filed _____

DECLARATION RELATIVE TO THE MODIFICATION OF THE LEGAL ENTITY

3 06.30.2010 DENOMINATION Veolia Water Solutions & Technologies Support Sign WVSTS

06.30.2010 Legal Form SASU

Company reduced to a sole partner

Duration of the legal entity: _____

Closure date of business year: _____

Trade name _____

4 06.30.2010 Capital: amount, monetary unit € 60,000,300

If variable capital: minimum amount _____

Continuation of the company although the net assets are smaller than half of the company capital

Reconstitution of the proper capitals

DECLARATION RELATIVE TO AN ESTABLISHMENT

7 This application concerns AN OPENING A MODIFICATION A TRANSFER AN OFFERING FOR MANAGEMENT LEASING A CLOSURE

TRANSFERRED OR CLOSED ESTABLISHMENT

8 Head office - Main establishment Head office Main establishment

Secondary establishment First establishment in France of a foreign company

Address: Building no. _____

Postal Code _____ District _____

MODIFIED OR FOUNDED ESTABLISHMENT

9 06.30.2010 Address: Building no. Immeuble L'Aquarène - 1 Place Montgeoffier

Postal Code 94410 District SAINT MAURICE

Domiciliation contract: Name of paying agent _____

Sole identification No. _____

IN CASE OF A MODIFIED ESTABLISHMENT: Presence of salaried staff Yes No

Main establishment and head office Secondary establishment

IN CASE OF A FOUNDED ESTABLISHMENT: Head office Head office - Main establishment

Main establishment Secondary establishment, in this case it is a secondary establishment managed by someone who is empowered to link legal reports with third parties Yes No

TRADEMARK

REEL: 004537 FRAME: 0803

10 06.30.2010 ACTIVITY: sedentary non sedentary / traveling
 Activity(ies) exercised Taking and holding of direct or indirect participations in any firms, in particular companies or groupings (combination Observations)

Among such activities, indicate the most important one _____
 For such activity, specify the nature thereof by checking only one box:
 Its nature: Retail trade Transportation Import-export
 Wholesale trade or trade intermediate Manufacture, production The professions
 Rent, of furnished flats Assembly, installation Repair
 building construction, public works Extraction Other _____
 Its place of exercise: Shop (surface: m²) Office, firm On markets
 To customers Factory Workshop Warehouse
 On work sites Mine, quarry Other _____
 The main activity of this establishment becomes the main activity of the company Yes No
 In case of modification of the activity, it results from the:
 addition of an activity partial deletion of an activity by: Disappearance Sale Taking over by the owner Other
 Sign: _____

11 ORIGIN FOR A BUSINESS:
 Foundation, go directly to the following box
 Purchase Taking in management leasing Other _____
 Previous owner: Sole identification No. _____
 Birth name / Denomination _____ First names _____
 Name in use _____
 Purchase, contribution: Official Gazette, publishing date _____ to _____
 Name of Gazette: _____
 Management-leasing: contract dated as of _____ to _____
 Renewal by tacit renewal yes no
 Lessor of the business: if different from the previous owner
 Birth name / Denomination _____ First names _____
 Name in use _____
 Domicile / Head Office _____ District _____
 Postal Code _____

12 SALARIED STAFF of the establishment founded: _____ hiring date of the first salaried employee _____
 Total amount of salaried staff of the company 215 of which _____ apprentices _____ multiproduct representatives _____

BUSINESS GIVEN IN MANAGEMENT-LEASING

13 OFFERING FOR MANAGEMENT-LEASING The whole business A part of the business, which _____
 Address: building no. _____
 Main establishment Secondary establishment Management-leasing: full name/denomination: _____
FOR THE SARL COMPANY DECLARATION

14 THE NATURE OF THE MANAGEMENT IS MODIFIED Yes No If yes, it becomes:
 EGALITARIAN/MINORITY MANAGEMENT a company is associated thereto
 MAJORITY MANAGEMENT, if the spouse is associated thereto, he/she participates in the activity without being paid Yes No

DECLARATION RELATIVE TO THE DIRECTOR

15 IN CASE OF DECLARATION OF MODIFICATION 06.30.2010 New Departing fill in 1/3a
 Modification of personal situation Maintained former capacity
 CAPACITY PRESIDENT AND CHIEF EXECUTIVE OFFICER & DIRECTOR
 For business companies, can the interested party commit the company on his own Yes No
 Birth name / Denomination _____
 Name in use _____ in _____ First names _____
 Born on _____ in _____ Nationality _____
 Denomination, legal form _____
 Domicile / Head Office _____ District _____
 Postal Code _____
 When a legal entity, Recordal place and No. _____

SUPPLEMENTARY INFORMATION

16 OBSERVATIONS: continuation from activity: carrying out financial, real estate, industrial, civil or commercial operations.
 desired APE code: 2010Z

17 Correspondance address Declared in box No. 2 Other _____
 Postal Code _____ District _____

18 THE LEGAL REPRESENTATIVE full name/denomination and address
 THE ATTORNEY QUOTIDIEN JURIDIQUE - 12 RUE DE LA CHAUSSEE D'ANTIN -
 ANOTHER PERSON 75009 PARIS/VPO (ypotier@le-quotidien-juridique.com)

15a DEPARTING Birth name, name in use, first names / Denomination and legal form
BINET-TARBE DE VAUXCLAIRES Jean-Hardouin
 REPRESENTATIVE OF THE DIRECTING LEGAL ENTITY (only when a text provides therefor)
 In case of modification of the representative New Departing Modification of personal situation
 Birth name _____ First names _____
 Name in use _____ in _____ Nationality _____
 Born on _____ in _____
 Domicile _____ District _____
 Postal Code _____

Certifies the accuracy of the information given
 Done in PARIS
 On July 21, 2010
 Number of interpolate sheets(s) 2 INS 0

Telephone(s) _____
 Fax / e-mail _____
 SIGNATURE [signed illegible]
 Sign each sheet separately

Recordal entered on the
Trade and Companies Register
Of CRETEIL 9401

On **JULY 28, 2010**

Under number: *16747*

The Registrar

FOR CERTIFIED TRUE COPY
The Registrar
[signed illegible]

M2 1052
N°11682-01

DECLARATION DE MODIFICATION

PERSONNE MORALE 008.3399

694516866052 le 22 JUIN 2010

RESERVE AU CFE M G U I D B E F H J K T

DECLARATION n° 008.3399
reçue le 22/06/2010
**EXTRAIT DES MINUTES DU GREFFE
DU TRIBUNAL DE COMMERCE DE CRETEIL**

REPLIR DANS TOUS LES CAS les cadres n° 1, 2, 17, 18 ET LES MENTIONS NOUVELLES OU MODIFIEES en indiquant la date de l'évènement.

RAPPEL D'IDENTIFICATION AVANT MODIFICATION

N° UNIQUE D'IDENTIFICATION [4.3.1.9.1.6.2.5.1.8.1.6.]
 IMMATRICULATION AU RCS DU GREFFE DE CRETEIL
 AU RM DANS LE DEPT. DE _____
 Greffe(s) du ou des immatriculation(s) secondaire(s) _____

Dénomination / Sigle OTV SA
 Forme Juridique SA
 Siège ou 1er établissement en France pour les sociétés étrangères :
 rés., bat., n° voie, lieuft. Immeuble 1'Aquarène - 1 Place Montgolfier
 Code Postal 944110 Commune SAINT MAURICE

DECLARATION RELATIVE A LA MODIFICATION DE LA PERSONNE MORALE

Date [3.0.0.6.2.0.1.0] DENOMINATION Veolia Water Solutions & Technologies
 Support [3.0.0.6.2.0.1.0] SASU Sigle VWSTS
 Société réduite à un associé unique
 Durée de la personne morale []
 Date de clôture de l'exercice social []
 Nom commercial _____

[3.0.0.6.2.0.1.0] Capital : montant, unité monétaire 50.000.300 €
 Si capital variable : Montant minimum _____
 Continuation de la société malgré un actif net inférieur à la moitié du capital social
 Reconstitution des capitaux propres _____

DECLARATION RELATIVE A UN ETABLISSEMENT

Cette demande concerne UNE OUVERTURE UNE MODIFICATION UN TRANSFERT UNE MISE EN LOCATION GERANCE UNE FERMETURE
 UN TRANSFERE OU FERME
 Date _____ ETABLISSEMENT _____
 ANCIEN ETABLISSEMENT : Siège Etablissement principal
 Siège-Etablissement principal Etablissement secondaire Premier établissement en France d'une société étrangère
 Adresse : rés., bat., n° voie, lieuft. (Si différente de celle du cadre 2) _____
 Code postal _____ Commune _____
 Date _____ ETABLISSEMENT CREE OU MODIFIE

[3.0.0.6.2.0.1.0] Adresse : rés., bat., app., étage, n° voie, lieuft. Immeuble 1'Aquarène - 1
 Place Montgolfier
 Code postal [9.4.4.1.0] Commune SAINT MAURICE

Contrat de domiciliation : Nom du domiciliaire _____
 N° unique d'identification []
 POUR UN ETABLISSEMENT MODIFIE : Présence de salariés oui non
 Il devient Principal Secondaire (seulement si changement de nature).
 POUR UN ETABLISSEMENT CREE : Siège Siège - Etablissement principal
 Etablissement principal Etablissement secondaire, dans ce cas, est-il permanent
 et dirigé par une personne ayant le pouvoir de lier des rapports juridiques avec les tiers oui non

3 0 1 0 1 6 1 2 0 1 1 0 **ACTIVITE :** Permanente Saisonnière / Ambulant
 Activité(s) exercé(s) La prise et la détention de participations directes ou indirectes dans toutes entreprises, notamment sociétés ou groupements (suite de la 3)

Parmi ces activités, indiquer la plus importante

Sa nature : Comm. de détail Transport Services Import export
 Comm. de gros ou Intermed. du com. Fabrication, production Profession libérale
 Loc. meubles Montage, installation Réparation Bat. travaux publics
 Extraction Autre

Son lieu d'exercice : Magasin (surface : m²) Bureau, cabinet Sur marché
 En clientèle Usine Atelier Dépôt, entrepôt
 Sur chantier Mine, carrière Autre

L'activité principale de cet établissement devient-elle l'activité principale de l'entreprise oui non

En cas de modification d'activité, elle résulte d'une :
 adjonction d'activité suppression partielle d'activité par : Disparition Vente Reprise par le propriétaire Autre

Enseigne : _____

Date _____

MISE EN LOCATION-GÉRANCE Totalité du fonds Une partie du fonds, laquelle _____

FONDS DONNE EN LOCATION GÉRANCE Salariés présents dans l'établissement oui non

Adresse : Res. Bal. n° voie, lieu/d. _____

Etablissement Principal Secondaire

Locataire-gérant : nom, prénoms/dénomination : _____

LA NATURE DE LA GERANCE EST MODIFIEE oui non **Si oui, elle devient :**

MINORITAIRE/EGALITAIRE une société est associée
 MAJORITAIRE, si le conjoint est associé, il participe à l'activité sans être rémunéré oui non

DECLARATION RELATIVE AU DIRIGEANT suite sur intercalaire(s) M° pour les associés indifféremment et solidairement responsables.

POUR DECLARATION DE MODIFICATION 3 0 1 0 1 6 1 2 0 1 1 0 Nouveau Partant Remplir 15bis

Modification situation personnelle Maintenu ancienne qualité

QUALITE : PDG, ADM

Pour les sociétés commerciales, l'intéressé peut-il engager seul la société oui non

Nom de naissance _____ Prénom _____

Nom d'usage _____ a _____ Nationalité _____

Né(e) le _____ à _____

Dénomination, forme juridique _____

Domicile / Siège _____

Code postal _____ Commune _____

Pour une personne morale Lieu et n° d'immatriculation _____

REPRESENTANT DE LA PERSONNE MORALE DIRIGEANTE (seulement lorsqu'un texte le prévoit).

Pour modification du représentant Nouveau Partant Remplir 15bis Modification situation personnelle

Nom de naissance _____

Nom d'usage _____

Né(e) le _____ a _____ Prénom _____

Domicile _____ Nationalité _____

Code postal _____ Commune _____

PARTANT Noms de naissance, d'usage, prénom / dénomination et forme juridique
 BINET-TARBE DE VAUXCLAIRS Jean-Hardouin

ORIGINE POUR UN FONDS DE COMMERCE OU ARTISANAL :

Création, passez directement au cadre suivant Autre
 Achat Prise en location gérance

Précédent exploitant : n° unique identification _____ Prénoms _____

Nom de naissance / Dénomination _____

Nom d'usage _____

Achat, apport : Journal d'annonces légales, date de parution _____ au _____

Nom du journal : _____

Location gérance : contrat du _____ au _____

Renouvellement par tacite reconduction oui non

Loueur du fonds : si différent du précédent exploitant _____

Nom de naissance / Dénomination _____ Prénoms _____

Nom d'usage _____

Domicile / Siège _____

Code postal _____ Commune _____

EFFECTIF SALARIE de l'établissement créé : _____ Date d'embauche du 1er salarié _____

Total effectif salarié de l'entreprise : 215 dont : _____ apprentis _____ JVRP _____

REPRESENTANT DE LA PERSONNE MORALE DIRIGEANTE

RENSEIGNEMENTS COMPLEMENTAIRES suite activité/effectuant des opérations financières, immobilières, industrielles, civiles ou commerciales.

OBSERVATIONS : Code APZ souhâté: 7010Z.

Adresse de correspondance Déclarée au cadre n° 2 Autre _____

Code Postal _____ Commune _____

Le présent document constitue une demande de modification au RCS; le cas échéant au RM, et vaut déclaration aux services fiscaux, aux organismes de sécurité sociale, à l'INSEE et s'il y a lieu, à l'inspection du travail. Quelconque donne, de mauvaise foi, des indications inexactes ou incomplètes s'expose à des sanctions pénales pour avoir justifié de l'empêchement.

LE REPRESENTANT LEGAL nom, prénom/dénomination et adresse
 QUOTIDIEN JURIDIQUE - 12 RUE DE LA
 CHAUSSEE D'ANTIN - 75009 PARIS/VPO
 (tyoclient@le-quotidien-juridique.com)
 /308461/001/Compte client : COMPTE 20

LE MANDATAIRE agent procurator
 CHEROISELLE
 12 RUE DE LA CHAUSSEE D'ANTIN - 75009 PARIS/VPO
 (tyoclient@le-quotidien-juridique.com)
 /308461/001/Compte client : COMPTE 20

AUTRE PERSONNE Justifiant d'un mandat

Certifie l'exactitude des renseignements donnés

Fait à PARIS le 21/07/2010

Nombre d'intercalaires(s) 21

volet(s) TNS 01

SIGNATURE :

Signer chaque volet séparément.