

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
ITT Manufacturing Enterprises LLC		10/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Exelis Inc.		
Street Address:	1650 Tysons Blvd.		
Internal Address:	Suite 1700		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85345843	EXELIS	
CORRESPONDENCE DATA			
Fax Number:	3126982152		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	jason.schmitz@bakermckenzie.com, colleen.brennan@bakermckenzie.com		
Correspondent Name:	Jason K. Schmitz		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	08196304-000035		
NAME OF SUBMITTER:	Jason K. Schmitz		

Signature:	/jason k. schmitz/
Date:	04/18/2012
Total Attachments: 9 source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page1.tif source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page2.tif source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page3.tif source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page4.tif source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page5.tif source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page6.tif source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page7.tif source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page8.tif source=ITT Manufacturing Enterprises LLC Assignment to Exelis Inc#page9.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is by and among ITT MANUFACTURING ENTERPRISES LLC (formerly known as ITT Manufacturing Enterprises, Inc.), a limited liability company organized under the laws of the State of Delaware having offices at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19801 ("ITTME"), ITT CORPORATION, a corporation organized under the laws of the State of Indiana having offices at 1133 Westchester Avenue, White Plains, NY 10604 ("Parent"), and EXELIS INC., a corporation organized under the laws of the State of Indiana having offices at 1650 Tysons Blvd., Suite 1700, McLean, VA 22102 ("Assignee"), and shall become effective as of October 28, 2011.

WHEREAS the board of directors of Parent has determined that it is advisable and in the best interest of Parent and its shareholders to effect an internal restructuring involving Parent and certain of Parent's subsidiaries, with the goal of separating Parent's Water & Wastewater, Residential & Commercial Water, Flow Control and Analytics businesses, on the one hand and Assignor's Defense & Information Solutions business on the other hand, from Parent's other businesses (the "Restructuring"), in preparation for the distribution of such businesses to the shareholders of Parent (the "Distribution");

WHEREAS Parent has entered into a Distribution Agreement dated as of October 25, 2011 (the "Distribution Agreement"), with Xylem Inc. and Assignee, providing for the Restructuring and such other agreements among them as are necessary and desirable in connection with the Restructuring and the Distribution. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Distribution Agreement;

WHEREAS, in connection with the Restructuring, ITTME wishes to assign to Assignee its rights in and to the trademarks and trademark applications listed on Schedule A, (by way of an interim transfer and assignment to Parent, followed by a transfer and assignment to Assignee);

WHEREAS, the above transaction shall have been effected in a two-step process, pursuant to the (i) distribution by ITTME to Parent, dated October 26, 2011, whereby ITTME distributed all of its Defense Assets and Defense Liabilities to Parent and (ii) contribution agreement between Parent and Assignee, dated the date hereof (the "Contribution Agreement"), whereby Parent transferred all of its Defense Assets and Defense Liabilities to Assignee; and

WHEREAS, (i) the assignment from Parent to Assignee pursuant to this Assignment, (ii) the other transfers by Parent to Assignee as part of the Restructuring, and (iii) the distribution by Parent of all of the stock of Assignee to Parent's shareholders are intended to qualify as a reorganization within the meaning of Sections 368(a)(1)(D) and 355 of the U.S. Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ITTME hereby assigns, transfers and conveys to Assignee (by way of an interim transfer and assignment to Parent, followed by a transfer and assignment to Assignee), all right, title and interest in and to the trademarks and trademark applications listed on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, the registrations and applications for registration thereof and rights of renewal and extension thereof, the right to claim priority or seniority thereof, all common-law rights related thereto and all causes of action and rights of recovery for infringements, dilutions or violations of the foregoing prior to October 26, 2011 (the "Trademarks").

2. Each party acknowledges that (i) this Assignment is a legal, valid and binding obligation of the assigning party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, (iii) any representations and warranties as may be contained in the Distribution Agreement are the only representations and warranties made with respect to the Trademarks, and (iv) except as may be set forth in the Distribution Agreement, the Trademarks are being assigned, transferred and conveyed "as is."

3. The right, title and interest in and to each of the Trademarks are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by ITTME and/or Parent had this assignment not been made.

4. This Assignment shall be effective as between the parties as of the date hereof. This Assignment has been executed and delivered for the purpose of recording this Assignment with the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction. This Assignment has been executed and delivered in connection with the Contribution Agreement and Distribution Agreement, and is expressly subject to the terms and conditions thereof. Assignee shall be responsible for any filings, fees or other expenses that may arise in connection with this Assignment, including any filings, fees and expenses required to record, perfect, validate or effectuate this Assignment in the United States Patent and Trademark Office or any other applicable office in any applicable foreign jurisdiction.

5. ITTME and/or Parent shall, without undue delay, sign, execute and deliver any documents provided by Assignee that may be reasonably required for recording this Assignment in any applicable office in any applicable foreign jurisdiction. Expenses for notarization, legalization or apostil of signatures shall be paid by Assignee. The parties will use their best reasonable efforts to get all recordings completed within twenty-four (24) months after the Distribution Date.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

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IP Assignment - Trademarks

TRADEMARK
REEL: 004759 FRAME: 0646

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ITT MANUFACTURING ENTERPRISES
LLC

By: Burt M. Fealing
Name: Burt M. Fealing
Title: President

ITT CORPORATION

By: [Signature]
Name: Joseph Johnson
Title: Assistant Secretary

EXELIS INC.

By: Tom M. Blasey
Name: Thomas M. Blasey
Title: Assistant Secretary

State of New York)
County of Westchester)

This instrument was acknowledged before me on this 21st day of December 2011 by Burt Fealingas President of ITT MANUFACTURING ENTERPRISES LLC



Joanne Scalardi
Notary Public

My commission expires: 8/25/12

JOANNE M. SCALARDI
Notary Public, State of New York
No. 0250519030
Qualified in Westchester County
Commission Expires Aug. 25, 2012

State of)
County of) ss
)

This instrument was acknowledged before me on this 22nd day of December 2011 by Craig Johnson as Assistant Secretary of ITT CORPORATION



Lynne Black
Notary Public

My commission expires: April 19, 2014

LYNNE BLACK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BL6220654
Qualified in Westchester County
My Commission Expires April 19, 2014

IP Assignment - Trademarks

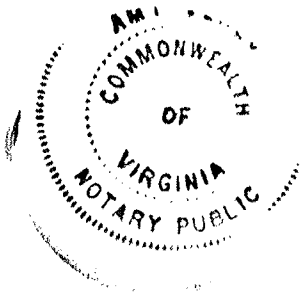
TRADEMARK
REEL: 004759 FRAME: 0648

State of Virginia)
) ss
County of Fairfax)

This instrument was acknowledged before me on this 23rd day of December
2011 by Thomas Blasey as Asst. Secretary of EXELIS INC.

(Seal, if any)

Amy Cal
Notary Public



My commission expires: 1/31/2013
#3057359

I was commissioned a notary
public as Amy Vehce

SCHEDULE A

Trademarks and trademark applications

[see attached]

Mark	Country	File Date	App No	Issue Date	Issue No	Assignor
Exelis	INTERNATIONAL REGISTRATION	20-jun-2011	H 1084456	20-jun-2011	1084456	ITT ME
	AUTRALIA					
	EGYPT					
	ISRAEL					
	JAPAN					
	NORWAY					
	SOUTH KOREA					
	TURKEY					
	EUROPEAN UNION	6-jul-2011	A 10103241			ITT ME
	BRAZIL	16-jun-2011	MX 903754541			ITT ME
	BRAZIL	2-jun-2011	MX 903754592			ITT ME
	BRAZIL	2-jun-2011	MX 903754606			ITT ME
	BRAZIL	2-jun-2011	MX 903754649			ITT ME
	BRAZIL	2-jun-2011	MX 903754665			ITT ME
	CANADA	14-jun-2011	MX 1531620			ITT ME
	INDIA	15-jun-2011	MX 2160233			ITT ME
	SAUDI ARABIA	24-jul-2011	MX 170598			ITT ME
	SAUDI ARABIA	24-jul-2011	MX 170599			ITT ME
	SAUDI ARABIA	24-jul-2011	MX 170600			ITT ME
	SAUDI ARABIA	24-jul-2011	MX 170601			ITT ME
	SAUDI ARABIA	24-jul-2011	MX 170602			ITT ME
	SPAIN	2-jun-2011	M 2986157			ITT ME
	UNITED ARAB EMIRATES	27-jun-2011	MX 159161			ITT ME
	UNITED ARAB EMIRATES	27-jun-2011	MX 159162			ITT ME
	UNITED ARAB EMIRATES	27-jun-2011	MX 159163			ITT ME
	UNITED ARAB EMIRATES	27-jun-2011	MX 159164			ITT ME
	UNITED ARAB EMIRATES	27-jun-2011	MX 159165			ITT ME
	UNITED STATES OF AMERICA	14-jun-2011	MX 85345843			ITT ME

Mark	Country	File Date	App No	Issue Date	Issue No	Assignor
Exelis	INTERNATIONAL REGISTRATION	20-jun-2011	H 1084456	20-jun-2011	1084456	ITT ME
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	EGYPT					
	ISRAEL					
	JAPAN					
	NORWAY					
	SOUTH KOREA					
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	UNITED ARAB EMIRATES	27-jun-2011	MX 159162			ITT ME
	UNITED ARAB EMIRATES	27-jun-2011	MX 159163			ITT ME
	UNITED ARAB EMIRATES	27-jun-2011	MX 159164			ITT ME
	UNITED ARAB EMIRATES	27-jun-2011	MX 159165			ITT ME
	UNITED STATES OF AMERICA	14-jun-2011	MX 85345843			ITT ME