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COVER SHEET

0308.63148

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stephen Andrew Klava
Justin Blair Bearak

Additional name(s) of conveying party(ies) attached? () Yes (X) No

2. Name and address of receiving party(ies)

Name: United States Filter Corporation

Internal Address:

Street Address: 40-004 Cook Street

City: Palm Desert State: CA ZIP: 92211

Additional name(s) & address(es) attached: () Yes (X) No

3. Nature of conveyance:

- () Assignment () Merger
- () Security Agreement () Change of Name
- (X) Other Re-record to correct Assignment previously recorded at Reel 010510, Frame 0882.

Execution Date: November 1, 2000

4. Application number(s) or patent number(s): 09/478,786

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/478,786

B. Patent No.(s)

Additional numbers attached? () Yes (X) No.

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

Name: Lawrence J. Crain

Internal Address:

Street Address: Greer, Burns & Crain, Ltd.

300 S. Wacker Drive - Suite 2500

City: Chicago State: IL ZIP: 60606

Additional name(s) & address(es) attached: () Yes (X) No

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41) \$ 40.00 **E**

() Enclosed

(X) Authorized to be charged to deposit account only in the event proper payment is not enclosed.

8. Deposit account number:

07-2069

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lawrence J. Crain
Name of Person Signing

Lawrence J. Crain
Signature

3/5/01
Date

Total number of pages including cover sheet, attachments, and document: **12**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 011623 FRAME: 0494

ASSIGNMENT

WHEREAS, Stephen Andrew Klava, a U.S. citizen residing at 1422 Belle Plaine, Apt. 2w, Chicago, IL 60613, and Justin Blair Bearak, a U.S. citizen residing at 3940 N. Southport, Apt. 2F, Chicago, IL 60613, hereinafter collectively referred to as ASSIGNOR, have invented and owns a certain invention entitled:

SCOTCH YOKE MECHANISM FOR SECURE TRACK SLIDING

for which application for Letters Patent of the United States has been filed on even date; and

WHEREAS, U.S. FILTER CORPORATION a corporation of the State of Delaware, having a principal place of business at 40-004 Cook Street, Palm Desert, California 92211, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute or reissue thereof and in and to all Letters Patent and all Convention and Treaty rights of all kinds, in all countries throughout the world for said invention for the full term or terms for which the same may be granted.

ASSIGNOR also assigns all of its right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said

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WHEREAS, Stephen Andrew Klava, a U.S. citizen residing at 1422 Belle Plaine, Apt. 2w, Chicago, IL 60613, and Justin Blair Bearak, a U.S. citizen residing at 3940 N. Southport, Apt. 2F, Chicago, IL 60613, hereinafter collectively referred to as ASSIGNOR, have invented and owns a certain invention entitled:

SCOTCH YOKE MECHANISM FOR SECURE TRACK SLIDING

for which application for Letters Patent of the United States has been filed on January 6, 2000 receiving Serial No. 09/478,786; and

WHEREAS, UNITED STATES FILTER CORPORATION, a corporation of the State of Delaware, having a principal place of business at 40-004 Cook Street, Palm Desert, California 92211, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

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