

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wheelabrator Water Technologies Inc.	12/02/1996
RECEIVING PARTY DATA	
Name:	U.S. Filter Wastewater Group, Inc.
Street Address:	181 Thorn Hill Road
City:	Warrendale
State/Country:	PENNSYLVANIA
Postal Code:	15086
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5174859
CORRESPONDENCE DATA	
Fax Number:	(978)454-6030
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	978-934-9349
Email:	RavensteinM@USFilter.com
Correspondent Name:	Matt Ravenstein
Address Line 1:	75 Technology Drive
Address Line 4:	Lowell, MASSACHUSETTS 01851
NAME OF SUBMITTER:	Matthew Ravenstein
Total Attachments: 7 source=HPD004 - Asgn fr WWTI to USFWWGI#page1.tif source=HPD004 - Asgn fr WWTI to USFWWGI#page2.tif source=HPD004 - Asgn fr WWTI to USFWWGI#page3.tif source=HPD004 - Asgn fr WWTI to USFWWGI#page4.tif source=HPD004 - Asgn fr WWTI to USFWWGI#page5.tif source=HPD004 - Asgn fr WWTI to USFWWGI#page6.tif source=HPD004 - Asgn fr WWTI to USFWWGI#page7.tif	

CH \$40.00 5174859

PATENT

State of California

County of Riverside

I, Amy Gossin, Notary Public, certify that on July 31, 1997, I examined the that certain original BILL OF SALE, ASSIGNMENT AND GENERAL INSTRUMENT OF TRANSFER and certify that the attached copy is a true and correct copy of such BILL OF SALE, ASSIGNMENT AND GENERAL INSTRUMENT OF TRANSFER.



Amy Gossin

Notary Public

**BILL OF SALE, ASSIGNMENT AND
GENERAL INSTRUMENT OF TRANSFER**

This Bill of Sale, Assignment and General Instrument of Transfer ("Bill of Sale") is made this 2nd day of December, 1996, by Wheelabrator Water Technologies Inc., a Maryland corporation ("WWTI"), and Wheelabrator Technologies, Inc., a Delaware corporation ("Seller"), in favor of U.S. Filter Wastewater Group, Inc., a Delaware corporation ("Wastewater").

WHEREAS, United States Filter Corporation, a Delaware corporation ("Purchaser"), and Seller have entered into an Amended and Restated Purchase and Sale Agreement, dated as of September 14, 1996 (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, Seller agreed to cause the sale, assignment and delivery to Purchaser of all of the Domestic Assets of the Water Process Division; and

WHEREAS, Purchaser has requested, and Seller has agreed to cause, the assignment, transfer and delivery of the Domestic Assets of the Water Process Division to Wastewater, as set forth herein.

NOW THEREFORE, in consideration of the payment of the Purchase Price and the mutual covenants, agreements and warranties contained in the Sale Agreement, Seller, WWTI and Wastewater agree as follows:

1. Any term not otherwise defined in this Bill of Sale shall have the meaning given to it in the Sale Agreement.

2. WWTI does hereby sell, assign and deliver to Wastewater the assets, real, personal, tangible or intangible, used primarily by the Water Process Division or otherwise includible in the Domestic Assets and not otherwise conveyed by transfer documentation to Purchaser or its Affiliates, (collectively the "Water Process Assets"), including but not limited to:

(a) all assets of the Water Process Division reflected on the Balance Sheet (except assets reflected thereon which have been disposed of in the ordinary course of business after the date of the Balance Sheet);

(b) all assets acquired by the Water Process Division after the date of the Balance Sheet and reflected on the Closing Balance Sheet;

- (c) all accounts and notes receivable relating to the Business as operated by the Water Process Division or arising from the operation of the Water Process Division;
- (d) all inventory, stock in trade, work-in-process, and raw materials, including supplies inventory and unbilled costs on engineering contracts relating exclusively to the Business or resulting from the operation of the Water Process Division;
- (e) all sales order files, systems order files, purchase order files, manufacturing records, customer lists and business files and records to the extent relating to the Business;
- (f) all Intellectual Property owned by WWTI and relating exclusively to the Business, including, without limitation, all royalties, rights and interests in connection with any license of such Intellectual Property;
- (g) all rights and interest to or in all agreements, contracts, guarantees, letters of credit, sales contracts, leases, purchases orders, sales orders, purchase contracts, service contracts, outstanding bids and contracts in process, or sales representative or distributorship contracts, in each case relating exclusively to the Business and regardless of whether currently in process or completed, including without limitation, Material Contracts and Leases;
- (h) all machinery and equipment used by the Water Process Division in the Business;
- (i) all rights of WWTI, to the extent relating exclusively to or arising out of the operation of the Business, with respect to any claims, demands, causes of action, judgments and pending litigation;
- (j) the Real Property (and all the improvements thereon) and Leases of WWTI relating exclusively to the operation of the Water Process Division;
- (k) all right, title and interest in the Governmental Approvals of WWTI relating exclusively to the operation of the Water Process Division, to the extent transferable; and
- (l) all assets of the Water Process Division located on (i) the Real Property and (ii) the real property that is the subject of the Leases of WWTI relating exclusively to the operation of the Water Process Division, on the date of the Sale Agreement and on the date hereof.

As used in this Bill of Sale, the term "Business" means the business of the Water Process Division of Seller, and does not, and shall not be construed to, include the business of any other division of Seller. The parties acknowledge and agree that (i) neither Purchaser nor any Assignee is taking assignment and delivery of, and that WWTI is retaining, the Excluded Assets and (ii) this Bill of Sale shall not convey any right, title or interest in (A) the capital stock of any Subsidiary or (B) any Real Property (and all improvements thereon) owned by WWTI and the Registered Intellectual Property owned by WWTI, to the extent that the conveyance of each is addressed by documentation separate from and independent of this Bill of Sale.

3. Each of Seller and WWTI shall use commercially reasonable efforts, to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and existing agreements or otherwise required to be taken or done by it to consummate the transactions contemplated hereby and to more fully and effectively vest in Wastewater title to the Water Process Assets in accordance with this Bill of Sale.

4. This Bill of Sale and Assignment shall be subject to, and is made with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations, disclaimers and waivers set forth in, and other provisions of, the Sale Agreement. Nothing contained in this Bill of Sale shall be construed to modify or expand the representations, warranties and covenants set forth in, and other provisions of, the Sale Agreement. The sole representations and warranties regarding the Water Process Assets are set forth in the Sale Agreement.

WASTEWATER ACKNOWLEDGES AND AGREES THAT SELLER AND WWTI DISCLAIM ALL EXPRESS WARRANTIES NOT CONTAINED IN THE SALE AGREEMENT AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO MACHINERY, EQUIPMENT AND OTHER TANGIBLE ASSETS. WASTEWATER IS ACQUIRING ALL TANGIBLE ASSETS ON AN "AS-IS, WHERE-IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.13 OF THE SALE AGREEMENT, WASTEWATER WAIVES ALL RIGHT TO INDEMNIFICATION OR CONTRIBUTION FOR ENVIRONMENTAL CONDITIONS AGAINST SELLER AND WWTI ON, AT, OR MIGRATING FROM THE REAL PROPERTY OR PROPERTY SUBJECT TO THE LEASES, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS OF INDEMNIFICATION OR CONTRIBUTION PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT AND ANY SIMILAR STATE LAWS.

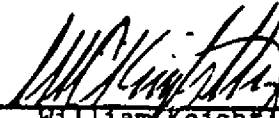
5. All disputes arising in connection with this Bill of Sale shall be settled by binding arbitration in accordance with the provisions of Section 12.10 of the Sale Agreement. The parties hereto agree that the rights and remedies set forth in

Article 10 of the Sale Agreement shall constitute their sole and exclusive rights and remedies with respect to this instrument.

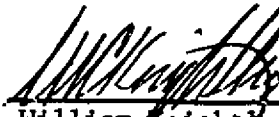
6. Notwithstanding anything to the contrary contained herein, this Bill of Sale shall not constitute an assignment or attempted assignment of any agreement if the attempted assignment thereof, without the consent, approval or waiver of a third party or entity (including a governmental authority), would constitute a breach thereof or a violation of any law, rule or regulation. Any such agreement of the type described in the foregoing sentence shall be assigned in accordance with Section 2.4 of the Sale Agreement.

IN WITNESS WHEREOF, the undersigned have signed this Bill of Sale on the date first written above.

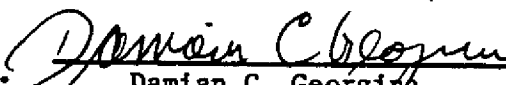
WHEELABRATOR TECHNOLOGIES INC.

By: 
Name: William Keightley
Title: Vice President

WHEELABRATOR WATER TECHNOLOGIES INC.

By: 
Name: William Keightley
Title: Vice President

U.S. FILTER WASTEWATER GROUP, INC.

By: 
Name: Damian C. Georgino
Title: Officer - Vice President

STATE OF ILLINOIS)
COUNTY OF Cook)

ss:

I, Christine A. Harper, a notary public, do hereby certify that on this 2nd day of December, 1996, personally appeared before me William R. Lightfoot, who, being by me first duly sworn, declared that s/he is the Vice President of Wheelabrator Technologies Inc., that s/he signed the foregoing document as the Vice President of the corporation, and that the statements therein contained are true.

Date: December 2nd, 1996

Christine A. Harper
Notary Public

(Notarial Seal)

