

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
North West Water Group Plc	01/06/1997

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: 2

Property Type	Number
Patent Number:	4939180
Patent Number:	4866099

CORRESPONDENCE DATA

Fax Number: (619)235-0176

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (619) 235-8550

Email: efilings@kmb.com

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Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:

Rose M. Thiessen

Total Attachments: 12

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PATENT

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**ACQUISITION BY UNITED STATES FILTER
CORPORATION OF THE PROCESS
EQUIPMENT DIVISION OF UNITED
UTILITIES PLC**

6 JANUARY 1997

(PRINCIPAL COMPLETION DOCUMENTS)

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7. PRICE GUARANTEE AGREEMENT
8. REGISTRATION RIGHTS AGREEMENT
9. SALE AND PURCHASE AGREEMENT - UNITED UTILITIES PLC
(1) NORTH WEST WATER HOLDINGS INC (2) AND ACUMEM
(US) LTD (3)
10. SALE AND PURCHASE AGREEMENT - UNITED UTILITIES PLC
(1) AND EDWARDS & JONES LTD (2) AND IONPURE
TECHNOLOGIES BV (3).
11. ✕ Purchase Agreement
12. Variation Agreement

Private & Confidential

DATED 6th January 1997

UNITED UTILITIES PLC

(1)

NORTH WEST WATER HOLDINGS INC

(2)

and

ACUMEM (US) LIMITED

(3)

AGREEMENT

for the sale and purchase of the Vendors' Group's membrane manufacture,
module rolling, marketing and sales business and assets now
carried on under the name "Acumem", including the sale and
purchase of the entire issued share capital in NWW Acumem Inc

Addleshaw Sons & Latham
Manchester

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3 Sale of the Business and Assets and Shares

3.1 With the exception of those items specifically listed in schedule 3 (which items are excluded from the sale and purchase hereunder), UU shall sell and the Purchaser shall purchase as at Completion for the respective considerations stated in clause 4 below all right, title and interest of UU in and to the following assets which are used in the Business (except to the extent that any of the following assets are also enumerated in schedule 3 as being Excluded Assets):

- (a) whatever legal or beneficial interest the Vendors or either of them has in the Properties;
- (b) the assets listed in schedule 1 owned by UU and used in the Business;
- (c) all Intellectual Property Rights owned by UU relating to or used in connection with the Business, including without limitation all those Intellectual Property Rights which are listed in schedule 2;
- (d) subject to clause 3.4 and paragraph 1 of schedule 3, the benefit (subject to the burden) of all undischarged contracts, pending contracts, engagements and orders and licences entered into by UU and relating to the Business, including, without limitation:
 - (i) the licences (whether explicit or implicit) in respect of the use of Intellectual Property Rights; and
 - (ii) the Leasing Agreements;
- (e) all other assets of UU which are used exclusively in connection with the Business.

- 3.2 UU shall sell the Assets on the terms that they are free from all claims, liens, charges, encumbrances and equities and all other third party rights with full title guarantee;
- 3.3 All the Assets shall as from Completion (pending an assignment or assurance thereof) be held by UU on trust for the Purchaser absolutely.
- 3.4 Without limiting clause 3.1(d), the Purchaser shall be responsible for all the creditors and other liabilities of the Business for which UU was directly responsible immediately before Completion namely in respect of all suppliers of materials and goods ordered for or in respect of the Business prior to Completion but delivered subsequent thereto and shall indemnify UU against all liability in respect thereof.
- 3.5 NWWH shall sell the Shares to the Purchaser and the Purchaser shall buy the Shares from NWWH on the terms that they are free from all claims, liens, charges, encumbrances and equities and all other third party rights.
- 3.6 The Purchaser shall have the right at any time to assign the Intellectual Property Rights and the assets referred to in paragraphs 1, 4 and 10 of Schedule 1 without the consent of the Vendors.

4 Consideration

- 4.1 The consideration payable for the Assets and the Shares shall be the sum of \$250,000 payable by electronic funds transfer to the Nominated Account of the Vendor's Solicitors whose receipt shall be a good discharge.

5 Completion

- 5.1 Completion shall take place on the Completion Date at the Offices of the Vendors' Solicitors when all of the following business shall be transacted:

Schedule 1

Assets being sold by UU (exclusive of assets comprised in schedule 3)

All of the assets, rights, privileges, interests, properties, goodwill and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, owned by the Vendors or either of them and used in conducting the Business or necessary to run the Business as currently conducted, including, without limitation, the following:

- 1 the goodwill relating to the Business and the exclusive right for the Purchaser to represent itself as carrying on the Business in succession and to the extent previously carried on by UU;
- 2 all stock-in-trade (including, without limitation, raw materials, components, semi-finished or finished goods or maintenance parts) and work in progress;
- 3 the benefit of any sums to which UU is entitled from third parties or insurers in respect of damage or injury caused to Assets, except to the extent of sums expended prior to Completion in making good such damage or injury;
- 4 all drawings, patterns, designs, records (including customer and supplier records), technical advertising, sales specifications, publications and other material;
- 5 all plant, machinery and equipment including, without limitation the following assets and categories of assets:

<u>Asset Number</u>	<u>Asset</u>
60000009 (part)	Acquisition ICI Assets
60000014 (part)	Coater Modifications
60000014 (part)	Porefiller Oven
60000015	Acumem Manu Equip USA
60000018 (part)	Banbury Assets
60000019 (part)	Banbury Assets 93/94
60000032	Oven - Ceramesh spirals
60000038	Pore Filler Modifications
60000041	Mods to Test Rig
60000042	Corrugating Machine
60000043	TFC Safety Modifications
60000044	TFC Heating & Ducting Mods
60000048	Meters Electricity Supply WES
60000052	Effluent Tank

- 6 all office furniture and office equipment;
- 7 all computer software and programs and any right thereto owned by UU and associated with or employed by the Business;
- 8 any petty cash floats and advances made by UU to any of its employees or representatives in relation to the Business and franking machine balances;
- 9 any other tangible personal property;
- 10 Intellectual Property, goodwill associated therewith, licences and sub licences granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interest under the laws of all jurisdictions;

Schedule 2

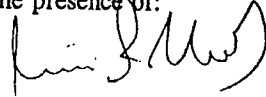
Intellectual Property Rights

Part A - Patents and patent applications

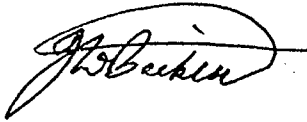
TITLE	COUNTRY	NUMBER	STATUS
MEGAMODULE	PCT International (All states designated)	GB96/01395	Pending
MEMBRANE INSERT	United Kingdom	9621339	Pending
	France	0008894	Granted 23/02/83
SPEES/PES	Germany	P2964904.5	Granted 23/02/83
SPEES/PES	United Kingdom	0008894	Granted 23/02/83
SPEES/PES	USA	4273903	Granted 16/06/81
SPEES/PES	Japan (divisional)	1594860	Granted 02/07/85
SPEES/PES	Japan	1390886	Granted 05/09/79
ROUTE TO PEES/PES	Germany	0354668	Granted 02/11/94
ROUTE TO PEES/PES	France	0354668	Granted 02/11/94
ROUTE TO PEES/PES	United Kingdom	0354668	Granted 02/11/94
ROUTE TO PEES/PES	Italy	0354668	Granted 02/11/94

AL-SPEES MEMBRANE	USA	4866099	Granted 12/09/89
AL-SPEES MEMBRANE	USA	4939180	Granted 03/07/90
COATING PROCESS FOR COMPOSITE RO MEMBRANES	USA	535612	Pending
CERAMESH CORNERSTONE	Germany	68902595.5	Granted 26/08/92
CERAMESH CORNERSTONE	France	0348041	Granted 26/08/92
CERAMESH CORNERSTONE	Belgium	0348041	Granted 26/08/92
CERAMESH CORNERSTONE	Great Britain	0348041	Granted 26/08/92
CERAMESH CORNERSTONE	Italy	0348041	Granted 26/08/92
CERAMESH CORNERSTONE	Netherlands	0348041	Granted 26/08/92
CERAMESH CORNERSTONE	Spain	0348041	Granted 26/08/92
CERAMESH CORNERSTONE	Sweden	0348041	Granted 26/08/92

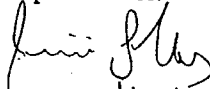
SIGNED by
for and on behalf of UNITED
UTILITIES PLC
in the presence of:



Irini Newby
Trainee Solicitor
Manchester

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SIGNED by
for and on behalf of NORTH
WEST WATER INC
in the presence of:



Irini Newby
Trainee Solicitor
Manchester

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SIGNED by
for and on behalf of
ACUMEM (US) LIMITED
in the presence of:



Richard Addlestone
Solicitor
London

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