

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OTV SA	07/31/2004
RECEIVING PARTY DATA	
Name:	U.S. Filter/Ionpure, Inc.
Street Address:	10 Technology Drive
City:	Lowell
State/Country:	MASSACHUSETTS
Postal Code:	01851
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D398368
CORRESPONDENCE DATA	
Fax Number:	(978)454-6094
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	978-614-7431
Email:	shermanj@usfilter.com
Correspondent Name:	JoAnn M. Sherman
Address Line 1:	200 Wheeler Road, Suite 302
Address Line 2:	USFilter Corp. - IP Dept.
Address Line 4:	Burlington,, MASSACHUSETTS 01803
NAME OF SUBMITTER:	JoAnn M. Sherman
Total Attachments: 5 source=CON009 Asmt from OTV#page1.tif source=CON009 Asmt from OTV#page2.tif source=CON009 Asmt from OTV#page3.tif source=CON009 Asmt from OTV#page4.tif source=CON009 Asmt from OTV#page5.tif	

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TRANSFERRED PATENTS ASSIGNMENT AGREEMENT

THIS TRANSFERRED PATENTS ASSIGNMENT AGREEMENT (this "Agreement"), dated as of July 31, 2004 (the "Effective Date"), by and between U.S. FILTER/IONPURE INC., a Massachusetts corporation, ("Assignee"), and OTV S.A., a *société anonyme* organized and existing under the laws of France, ("Assignor"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the SPA (as defined below).

WITNESSETH:

WHEREAS, United States Filter Corporation and Siemens Corporation are parties to that certain Stock Purchase Agreement, dated May 12, 2004 (as amended from time to time, the "SPA"); and

WHEREAS, pursuant to the transactions contemplated under the SPA, Assignee is to acquire all right, title and interest in and to certain assets, including certain intellectual property rights, of Assignor.

NOW, THEREFORE, in consideration the premises and mutual agreements set forth in the SPA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby, as of the Effective Date, irrevocably assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Intellectual Property"):

- (a) the patents and patent applications set forth on Schedule I attached hereto, together with all reissues, reexaminations, divisionals, continuations, extensions, and foreign corresponding patents that may issue therefrom, and any and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications for patents or the issuance of patents in all countries in respect of the said patents and patent applications, all inventions claimed therein (the "Assigned Patents"); and
- (b) all claims, whether known or unknown, for past, present and future infringement, misappropriation or violation of the foregoing, including all rights to obtain damages and other monetary compensation and to obtain injunctive relief in connection therewith, and all documents and information relating to any interference, opposition and other proceedings involving the foregoing.

This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the SPA (which SPA shall govern in the event of a conflict between the terms hereof and those set forth in the SPA).

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Intellectual Property and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee, its successors and assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Assigned Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Assigned Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office. The Parties acknowledge and agree that Section 6.15 of the SPA shall govern the allocations of costs regarding the foregoing.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to its conflict of laws doctrines.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument.

5. No Presumption. Assignor and Assignee, each represented by legal counsel, have each participated in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions of this Agreement.

6. Entire Agreement. This Agreement together with the SPA sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written.

7. Delivery of Tangible Items. The Parties shall cooperate to arrange for prompt delivery of prosecution files documents and other tangible embodiments of the Assigned Intellectual Property that are in the possession or control of Assignor. Assignor shall bear the cost of such delivery.

8. Maintenance. Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Assigned Intellectual Property to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned Intellectual Property in force and in effect in the interim until Assignee takes full control over the prosecution and maintenance of the Assigned Intellectual Property, provided that Assignee does not unreasonably delay in taking such full control.

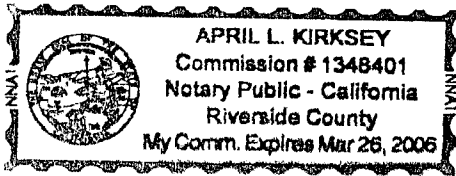
IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties by their respective duly authorized officers, all as of the date first above written.

U.S.FILTER/IONPURE INC.

By: *Stephen P. Shunk*
Name: Stephen P. Shunk
Title: Vice President

STATE OF California)
COUNTY OF Riverside) ss.:

On this 31 day of July 2004, personally appeared before me Stephen Shunk who stated that (s)he is the Vice President of U.S. FILTER/IONPURE INC., and that the above Agreement was signed in behalf of said corporation by authority of its board of directors and acknowledged said Agreement to be its voluntary act and deed. Before me:

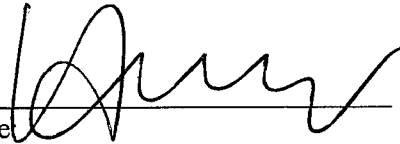


April L. Kirksey
Notary Public
My Commission Expires: _____

Witnessed By: *James W. Decker*
Name: James W. Decker
Nationality: US
Address: 40-004 Cook St. Palm Desert, CA

Witnessed By: *Deanna Magro*
Name: Deanna Magro
Nationality: US
Address: 40-004 Cook St. Palm Desert, CA

OTV S.A.

By: 
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.:

On this ____ day of _____, _____, personally appeared before me _____ who stated that (s)he is the _____ of OTV S.A., and that the above Agreement was signed in behalf of said corporation by authority of its board of directors and acknowledged said Agreement to be its voluntary act and deed. Before me:

Notary Public
My Commission Expires: _____

Witnessed By: _____
Name: _____
Nationality: _____
Address: _____

Witnessed By: _____
Name: _____
Nationality: _____
Address: _____

Schedule I

Title	Country	Application Number	Filing Date	Patent Number	Issue Date
FILTER CARTRIDGE ASSEMBLY	US	29/071899	20-May-1997	D398368	15-Sep-1998
	GB	2070209	20-May-1997	2070209	20-May-1997
	FR	976654	12-Nov-1997	976654	12-Nov-1997
	DE	M9710408.6	04-Nov-1997	M9710408.6	04-Nov-1997