

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment of Security Interest

CONVEYING PARTY DATA

Name	Execution Date
The Governor and Company of the Bank of Ireland, as Collateral Agent	03/19/2009

RECEIVING PARTY DATA

Name:	Design Investors WW Acquisition Company, LLC
Street Address:	61 Wilton Road
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	10442763
Application Number:	10634945
Application Number:	11156927
Application Number:	29236985
Application Number:	29236954
Application Number:	29236938
Application Number:	29236953
Application Number:	29236937
Application Number:	29236956
Application Number:	29236912
Application Number:	29236945

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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

Phone: 2128198200

PATENT

500813082

REEL: 022428 FRAME: 0554

CH \$440.00 10442763

Email:	FCutajar@whitecase.com
Correspondent Name:	White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patent Department
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1179321-0009
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NAME OF SUBMITTER:	Frances B. Cutajar
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Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST

THIS ASSIGNMENT OF SECURITY INTEREST (this “Assignment”) dated as of March 19, 2009 is entered into by and between The Governor and Company of the Bank of Ireland, as Collateral Agent (“Assignor”) and Design Investors WW Acquisition Company, LLC, a Delaware limited liability company with principal offices at 61 Wilton Road, Westport, CT 06880 (“Assignee”).

WHEREAS, Waterworks Holding Corp., a Delaware corporation (“Holdings”), Waterworks Inc., a Delaware corporation (the “Borrower”), the lenders party thereto (the “Lenders”), and The Governor and Company of the Bank of Ireland, as Administrative Agent have entered into a Credit Agreement, dated as of December 20, 2005 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”; defined terms in the Credit Agreement have the same meanings where used herein, unless otherwise defined).

WHEREAS, Holdings, the Borrower, certain subsidiaries of the Borrower and Assignor entered into a Guaranty and Collateral Agreement, dated December 20, 2005, pursuant to which the Borrower granted to Assignor a security interest (the “Security Interest”) in various intellectual property set forth in the attached Schedule A (the “Intellectual Property”);

WHEREAS, Assignor, Assignee, Holdings, the Borrower and the Lenders have entered into a Resignation and Assignment Agreement dated as of March 19, 2009 pursuant to which Assignor assigned to Assignee all of its right, title and interest in all Liens and security interests granted to Assignor by Holdings, the Borrower and such subsidiaries pursuant to the Credit Agreement, the Guaranty and Collateral Agreement and the other Credit Documents; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Security Interest in the Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby unconditionally assigns and transfers to Assignee, without warranty as to the registration or validity thereof, the Security Interest in the Intellectual Property recorded with the United States Patent and Trademark Office at the following Reel and Frame numbers:

Reel/Frame Numbers	Date of Recordation
017159/0863	January 3, 2006

2. This Assignment shall be binding upon the parties, their successors and permitted assigns.

3. Assignor agrees to execute, at the request and expense of Assignee, such further assurances as may be reasonably required in order to permit Assignee to obtain recording of this Assignment.

4. This Assignment may be executed in counterparts (including by way of facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment under the hands of their proper officers duly authorized in that behalf as of the date first referenced above.

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND

By: Edmund J. Boyle

Name: Edmund J. Boyle

Title: Senior President

By: Roseanne

Name: ROSE DICKSON

Title: VP

**DESIGN INVESTORS WW ACQUISITION
COMPANY, LLC**

By: 

Name: Peter Sallick

Title: Managing Member of Design
Investors, LLC, Chief Executive
Officer of Design Investors WW
Acquisition Company, LLC

SCHEDULE A**INTELLECTUAL PROPERTY****PATENTS**

<u>Registration Number</u>	<u>Date Filed</u>
10/442763	5/21/03
10/634945	8/05/03
11/156927	6/20/05
29/236985	8/24/05
29/236954	8/24/05
29/236938	8/24/05
29/236953	8/24/05
29/236937	8/24/05
29/236956	8/24/05
29/236912	8/24/05
29/236945	8/24/05