

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ITT MANUFACTURING ENTERPRISES LLC	08/07/2012
RECEIVING PARTY DATA	
Name:	XYLEM WATER SOLUTIONS ZELIENOPE LLC
Street Address:	227 South Division Street
City:	Zelienople
State/Country:	PENNSYLVANIA
Postal Code:	16063
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13220088
Application Number:	13237394
CORRESPONDENCE DATA	
Fax Number:	4129455933
Phone:	412-471-8815
Email:	assignments@webblaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	The Webb Law Firm, John W. McIlvaine
Address Line 1:	420 Ft. Duquesne Blvd., Suite 1200
Address Line 2:	One Gateway Center
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222
ATTORNEY DOCKET NUMBER:	1473-121531
NAME OF SUBMITTER:	John W. McIlvaine
Total Attachments: 4 source=assignmentrecording#page1.tif source=assignmentrecording#page2.tif source=assignmentrecording#page3.tif source=assignmentrecording#page4.tif	

OP \$80.00 13220088

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
ITT MANUFACTURING ENTERPRISES LLC

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

**2. Name and address of receiving party(ies)**  
Name: XYLEM WATER SOLUTIONS ZELIENOPE LLC  
Internal Address: \_\_\_\_\_  
Street Address: 227 South Division Street  
City: Zelienople  
State: PA  
Country: USA Zip: 16063

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) 08/07/2012

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.  
A. Patent Application No.(s)  
See SCHEDULE A-attached  
B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: John W. McIlvaine  
Internal Address: The Webb Law Firm  
Street Address: One Gateway Center  
420 Ft. Duquesne Blvd., Ste 1200  
City: Pittsburgh  
State: PA Zip: 15222  
Phone Number: 412-471-8815  
Fax Number: 412-945-5933  
Email Address: assignments@webblaw.com

**6. Total number of applications and patents involved:** 2

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 80

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers 4775  
Expiration Date 05/2015

b. Deposit Account Number 23-0650  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ August 23, 2012  
Signature Date  
John W. McIlvaine  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**ASSIGNMENT**

WHEREAS, **ITT Manufacturing Enterprises LLC**, a corporation of the State of Delaware, having a place of business at 1105 N. Market Street, Wilmington, DE 19801 (hereinafter "Assignor"), is the owner of United States Patent Applications and International Patent Applications by assignments as indicated in attached Schedule A and recorded at their respective Reel/Frame Numbers (hereinafter "Patent Applications"); and

WHEREAS, **Xylem Water Solutions Zelenople LLC**, a corporation of the State of Delaware, having a place of business at 227 South Division Street, Zelenople, PA 16063 (hereinafter "Assignee"), is desirous of acquiring Assignor's rights, titles, and interests in and to said Patent Applications and the inventions and improvements therein disclosed.

NOW, THEREFORE, for good and valuable consideration paid to Assignor by said Assignee, the receipt of which is hereby acknowledged, Assignor, does hereby assign, sell, and transfer unto said Assignee the full and exclusive rights, titles and interests in and to said Patent Applications, and the inventions and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals and/or extensions thereof. Such assignment extends to the full ends of the terms of these applications and patents as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

Assignor covenants that Assignor is the lawful owner of said Patent Applications, inventions and improvements, that the same are unencumbered, that no license has been granted to make, use or vend the said inventions or improvements or any of them, that Assignor has the full right to make this Assignment, and that Assignor has not executed, and will not execute any agreements inconsistent thereof.

AND, for the consideration aforesaid, Assignor or the representatives thereof will communicate to said Assignee or the representatives thereof any facts known to Assignor respecting said inventions and improvements, and will, upon request but without expense to Assignor, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts deemed necessary or expedient by said Assignee or by counsel for said Assignee to assist or enable said Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This Assignment shall be binding upon Assignor's administrators, successors, and/or assigns, as the case may be, and shall inure to the benefit of the administrators, successors, and/or assigns, as the case may be, of said Assignee.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be executed effective the 07th day of August, 2012.

ITT Manufacturing Enterprises LLC

By: 

Name: Wolfgang Esser

Title: Vice President and Patent Counsel

Witness: B. Vauz

**SCHEDULE A**

**ITT Manufacturing Enterprises LLC** is the current owner of:

1. United States Patent Application No. 13/220,088 entitled, "Handle for Underdrain" filed August 29, 2011 and International Application No. PCT/US2011/049552, which claims benefit to United States Patent Application No. 13/220,088, by assignment recorded at Reel/Frame 027515/0881, and by change of name recorded at Reel/Frame 28676/103-108; and
2. United States Patent Application No. 13/237,394 entitled, "Underdrain Flume Plate," filed September 20, 2011 and International Application No. PCT/US2011/052464, which claims benefit to United States Patent Application No. 13/237,394, by assignment recorded at Reel/Frame 027543/0556, and by change of name recorded at Reel/Frame 28676/103-108.