

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2584535

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ITT GERMANY GMBH	06/29/2011
RECEIVING PARTY DATA	
Name:	ITT GERMANY HOLDINGS GMBH
Street Address:	ESCHBORNER LANDSTRASSE 122
City:	FRANKFURT AM MAIN
State/Country:	GERMANY
Postal Code:	60489
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7131786
Patent Number:	5829556
Patent Number:	5918850
CORRESPONDENCE DATA	
Fax Number:	(202)783-6031
Phone:	202-783-6040
Email:	voconnor@rfem.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ROTHWELL, FIGG, ERNST & MANBECK, P.C.
Address Line 1:	607 14TH STREET, N.W.
Address Line 2:	SUITE 800
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	3310-0101, 104 & 105
NAME OF SUBMITTER:	RICHARD WYDEVEN, REG NO. 39,881
Signature:	/Richard Wydeven/

CH \$120.00 7131786

Date:

10/21/2013

Total Attachments: 13

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SHARE AND ASSET PURCHASE AGREEMENT

This SHARE AND ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into on June 29, 2011 by and between:

ITT Germany GmbH, a limited liability company organized and existing under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 87428 ("Seller");

and

ITT Germany Holdings GmbH, a limited liability company organized and existing under the laws of Germany, registered in the commercial register of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 91057 ("Buyer" and collectively with the Seller, the "Parties").

WITNESSETH:

WHEREAS the Seller and the Buyer are both indirect wholly-owned subsidiaries of ITT Corporation, a corporation organized and existing under the laws of the State of Indiana (the "Parent");

WHEREAS the board of directors of Parent has determined that it is advisable and in the best interest of Parent and its shareholders to effect an internal restructuring involving Parent and certain of Parent's subsidiaries, with the goal of separating Parent's Water & Wastewater, Residential & Commercial Water, Flow Control and Analytics businesses (the "Water Business"), on the one hand and Parent's Defense & Information Solutions business (the "Defense Business") on the other hand, from Parent's other businesses (the "ITT Retained Business") (the "Restructuring"), in preparation for the distribution of such businesses to the shareholders of Parent (the "Distribution");

WHEREAS the Seller is engaged in the Water Business and ITT Retained Business; and

WHEREAS in connection with the Restructuring the Seller desires to sell and transfer to the Buyer certain assets (as defined below) relating to its so-called Jarret business, as well as shares (as defined below) in certain companies upon the terms and subject to the conditions set forth in this Agreement, and the Buyer desires to accept the aforementioned sale and transfer.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

Section 1 – Definitions

- 1.1 Effective Date. For purposes of this Agreement, “Effective Date” means the lapse of July 1, 2011 (*Ablauf des 1. Juli 2011*) at midnight at 24.00 hrs/0.00 hrs (*Mitternachtsgeschäft*) according to rule 59 para. 2 of the General Administrative Rules on Corporate Income Tax (*R 59 Abs. 2 KStR*).
- 1.2 Customer List. For purposes of this Agreement, “Customer List” means the list of customers as set forth in Exhibit A to this Agreement.
- 1.3 Contracts. For the purposes of this Agreement, “Contracts” means all contracts set forth in Exhibit B to this Agreement; whenever a Contract exists in the French and the English language, only the French version is legally binding, while the English version is merely a working translation and is not binding.
- 1.4 IP Rights. For the purpose of this Agreement, “IP Rights” means all patents, trademarks and pending patent applications, know-how and copyright set forth in Exhibit C to this Agreement.
- 1.5 Shares. For the purpose of this Agreement, “Shares” means

a) [REDACTED]

b) [REDACTED]



c) [REDACTED]

d) [REDACTED]

e) 

Section 2 – Sale and Purchase of the Assets



Subject to the terms of this Agreement, the Seller hereby sells to the Buyer the following assets with effect as of the Effective Date, and the Buyer hereby accepts the aforementioned sale:

2.1 
2.2 

2.3 all IP Rights

(all the above listed in section 2.1 – 2.3 are collectively referred to as “Assets”).

Section 3 – Transfer of the Assets

3.1 
3.2 

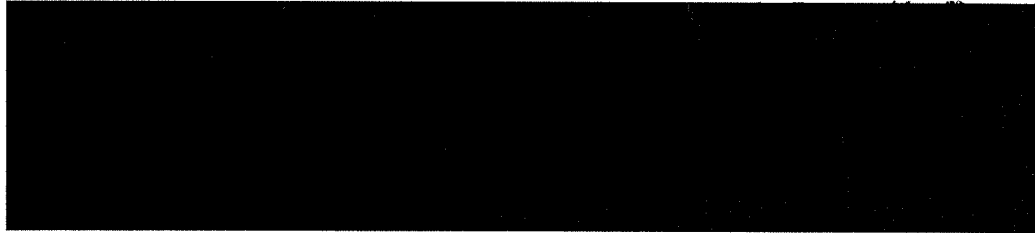
3.3 IP Rights. The Seller hereby assigns (*abtreten*) and transfers to the Buyer, who accepts such assignment and transfer, legal ownership or exclusive rights on commercial exploitation of all IP Rights with effect as of the Effective Date

- a. to the extent any or all of the IP Rights are not assignable under any agreement under which Seller acquired the IP Rights, the Seller hereby grants to the Buyer, which accepts such granting, a fully paid up, exclusive, worldwide, perpetual, irrevocable and transferable license to exploit, in particular but not limited to use, distribute and amend the IP Rights in any known or, as far as legally possible, not yet known kind without any limitation.
- b. the Buyer shall be entitled to assign, license or sub-license any of the IP Rights to third parties without the Seller's consent.

Section 4 - Sale and Purchase of the Shares

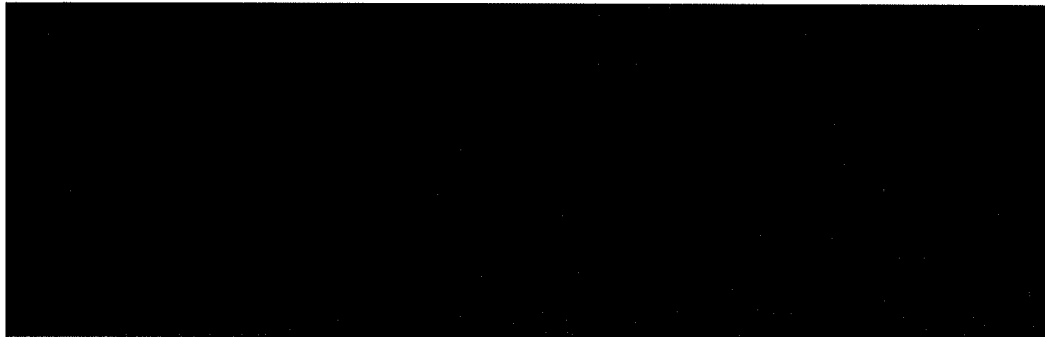


Section 5 - Assignment of the Shares



Section 6 – Purchase Price and Payment

6.1



6.2

6.3

6.4

6.5

6.6

Section 7 – Consent of Enidine Inc. and JARRET S.A.S. to Transfer of certain Contracts

7.1

7.2 Enidine Inc. concluded a Trademark and Patent License Agreement with the Seller on April 23, 2008 ("IP License Agreement"). As Jarret S.A.S. (merged into Koni France S.A.S.) initially had an exclusive license to the rights licensed under the IP License Agreement under a Lease Agreement concluded with the Seller on May 18, 2005 ("Lease Agreement") which was amended by Amendment Agreement dated April 23, 2008 ("Lease Amendment Agreement"), Jarret S.A.S. consented to the conclusion of the IP License Agreement. The IP License Agreement, the Lease Agreement and the Lease Amendment Agreement are also listed in Exhibit B to this Agreement and are thus sold and transferred to the Buyer herein. Koni France S.A.S., in its capacity as legal successor of Jarret S.A.S., has already granted its consent to the sale and transfer of the IP License Agreement, the Lease Agreement and the Lease Amendment Agreement from the Seller to the Buyer. Enidine Inc. has also granted its consent to the sale and transfer of the IP

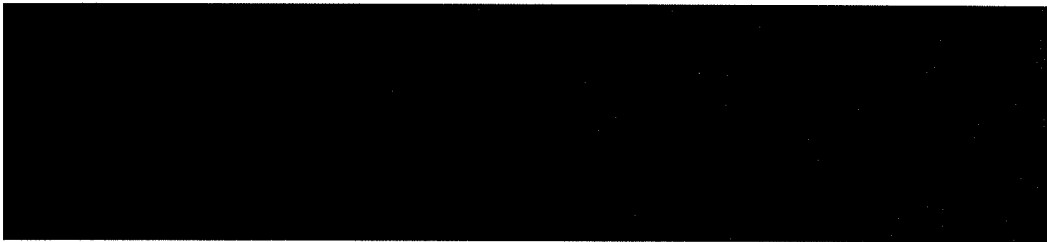
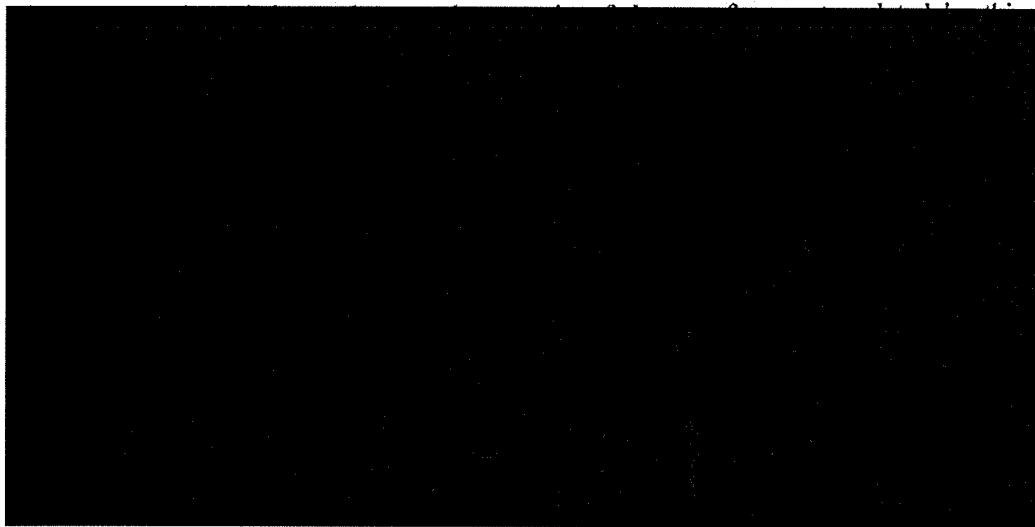
License Agreement from the Seller to the Buyer. Both aforementioned consents are attached to this Agreement as Exhibit F.

7.3

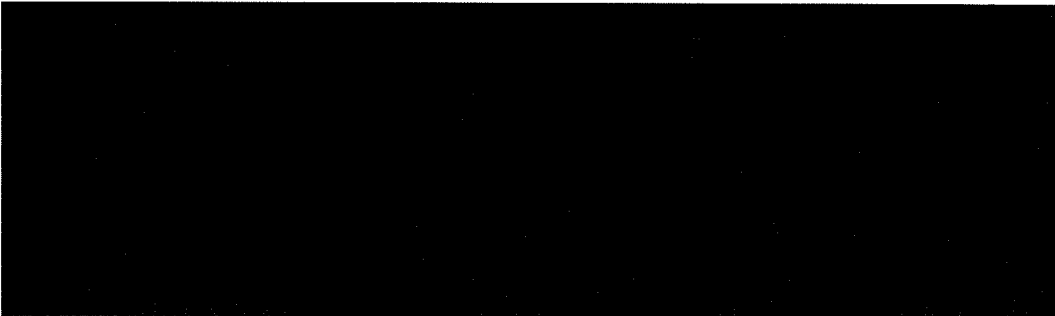


Section 8 – Third Parties and Registration of IP Rights in National Registers

8.1




8.2



- 8.3 The Buyer shall use best efforts to register the transfer of the IP Rights in the respective trademark and/or patent registers. The Seller shall reasonably support the Buyer in such registrations; in particular, the Seller shall make all statements, filings, provide documentation/information and take all other actions required to effect the registrations in the respective registers.

Section 9 – Representation and Warranties

- 9.1 The Seller warrants to the Buyer that the Contracts have been validly concluded and are in full force.
- 9.2 The Seller warrants to the Buyer that the Seller has good and marketable title to the Shares, free and clear of any liens, charges, pledges, security interests or other encumbrances, and that the Seller is free to transfer good and marketable title to said Shares to the Buyer.
- 9.3 

Section 10 – Arbitration

- 10.1 

10.2

10.3

10.4 Subject to the provisions of Section 10 hereof, each of the Parties irrevocably submits to the exclusive jurisdiction of the competent Courts in Frankfurt am Main, Germany.

Section 11 - General Provisions

11.1

11.2

- 11.3 Governing Law. This Agreement shall be governed by and construed in accordance with German law excluding – to the maximum extent legally possible – conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.4 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- 11.5 Entire Agreement. This Agreement and each of the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter.
- 11.6 Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. When a reference is made in this Agreement to a Section or schedule, such reference will be to a Section of, or a schedule to, this Agreement unless otherwise indicated.
- 11.7 Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties hereto.

IN WITNESS WHEREOF, the deed was read aloud to the persons appearing, approved by them,
and personally signed by them and the acting notary as follows:

M. K. O.

H. L.



H. L.
Notar

CaseNumber	Title												
M-IEG-0001	DISPOSITIF AMORTISSEUR DU TYPE A COMPRESSION HYDROSTATIQUE D'ELASTOMERE ET SES APPLICATIONS												
	Ctry	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0001	JP		PCT	Granted	08-Nov-1995	08-0515787	08-Dec-1998	10512942T	30-Mai-2008	4130698		M-IEG	PC 05 261 B JP
M-IEG-0001	US		PCT	Granted	08-Nov-1995	08/809623	23-Mai-1996		03-Nov-1998	5829556	08-Nov-2015	M-IEG	PC 05 260 B US
CaseNumber	Title												
M-IEG-0003	METHOD AND DEVICE FOR DAMPING OR ABSORBING SUDDEN STRESSES APPLIED TO STRUCTURE FOR INSTANCE CIVIL ENGINEER STRUCTURE												
	Ctry	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0003	FR		ORD	Granted	18-Jun-1996	9607550	19-Dec-1997	2749900	30-Nov-2001	2749900	18-Jun-2016	M-IEG	P 05 267 B FR
M-IEG-0003	JP		PCT	Published	11-Jun-1997	97-502418	24-Dec-1997	11511840 T2			11-Jun-2017	M-IEG	
CaseNumber	Title												
M-IEG-0005	DEVICE FOR POSITIONING AT LEAST ONE FIXED POINT IN A CIVIL ENGINEERING STRUCTURE AND USE IN SUCH STRUCTURES												
	Ctry	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0005	FR		ORD	Granted	26-Jun-1996	9607952	02-Jan-1998	2750440	23-Apr-1999	2750440	26-Jun-2016	M-IEG	P 05 264 B FR
M-IEG-0005	JP		ORD	Published	26-Jun-1997	184595/97	16-Jun-1998	10159022			26-Jun-2017	NN	
M-IEG-0005	US		ORD	Granted	25-Jun-1997	08/882305			06-Jul-1999	5918850	25-Jun-2017	M-JPP	P05 265 B US
CaseNumber	Title												
M-IEG-0007	METHOD AND APPARATUS FOR DAMPING TRANSVERSE VIBRATIONS OF STAYING CABLES												
	Ctry	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0007	FR		ORD	Granted	16-Dec-1996	9615442	19-Jun-1998	2757235	19-Feb-1999	2757235	16-Dec-2016	M-IEG	P 05 267 B FR
M-IEG-0007	JP		PCT	Granted	12-Dec-1997	10-527384	25-Jun-1998	2001-507108 T2	25-Jan-2008	4071291	12-Dec-2017	M-IEG	PC 05 268 B JP
CaseNumber	Title												
M-IEG-0009	ELASTIC FLUID COMPRESSION TYPE SHOCK ABSORBER												
	Ctry	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0009	DE		ORD	Abandoned	16-Apr-1999	19917218.8	28-Oct-1999	19917218			03-Nov-2004	M-JPP	
M-IEG-0009	FR		ORD	Granted	21-Apr-1998	9804977	22-Oct-1999	2777614	30-Jun-2000	2777614	21-Apr-2018	M-IEG	P 05 269 B FR
M-IEG-0009	JP		ORD	Granted	21-Apr-1999	11-113348	07-Jan-2000	2000-002284	27-Jun-2008	4146028	21-Apr-2019	M-IEG	P 05 270 B JP

CaseNumber	Title												
M-IEG-0011	AMORTISSEUR OU LIMITEUR D'EFFORTS EN PARTICULIER POUR OUVRAGES DE GENIE CIVIL												
	City	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0011	FR		ORD	Granted	02-Mrz-2001	0102881	06-Sep-2002	2821854	05-Sep-2003	2821854	02-Mrz-2021	M-IEG	P 05 275 B FR
CaseNumber	Title												
M-IEG-0013	PROCESS AND DEVICE FOR THE DAMPING OF MOTION BETWEEN TWO CYLINDRICAL PARTS SLIDING WITH ONE ANOTHER IN TRANSLATION AND FRICTION												
	City	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0013	DE		EPC	Granted	05-Jul-2002	60214296.2-08	22-Jan-2003	1277984	30-Aug-2006	1277984	05-Jul-2022	M-IEG	E 05273 B DE
M-IEG-0013	EP		ORD	Granted	05-Jul-2002	02291683.7	22-Jan-2003	1277984	30-Aug-2006	1277984	05-Jul-2022	M-IEG	P 05 273 B
M-IEG-0013	FR		ORD	Granted	20-Jul-2001	0109737	24-Jan-2003	2827655	19-Mrz-2004	2827655	20-Jul-2021	M-IEG	P 05 272 B FR
M-IEG-0013	FR	01	EPC	Granted	05-Jul-2002	02291683.7	22-Jan-2003	1277984	30-Aug-2006	1277984	05-Jul-2022	M-IEG	E 05273 B FR
M-IEG-0013	GB		EPC	Granted	05-Jul-2002	02291683.7	22-Jan-2003	1277984	30-Aug-2006	1277984	05-Jul-2022	M-IEG	E 05273 B GB
M-IEG-0013	US		ORD	Granted	19-Jul-2002	10/197875	06-Feb-2003	2003026650	07-Nov-2006	7131786	19-Jul-2022	M-IEG	P 05 274 B US
CaseNumber	Title												
M-IEG-0015	VIBRATION AND DISPLACEMENT DAMPER, IN PARTICULAR FOR CABLE STAYS												
	City	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0015	FR		ORD	Granted	22-Apr-2003	2003 04929	29-Okt-2004	2854217	21-Jul-2006	2854217	22-Apr-2023	M-IEG	P 05 276 B FR
M-IEG-0015	JP		ORD	Published	22-Apr-2004	2004-127270	18-Nov-2004	2004324887			22-Apr-2024	NN	
M-IEG-0015	US		ORD	Granted	20-Apr-2004	10/827378	11-Nov-2004	2004-0222058	04-Sep-2007	7264095	20-Apr-2024	M-IEG	P 05 277 B US
CaseNumber	Title												
M-IEG-0020	KOLBEN-ZYLINDER-ANORDNUNG												
	City	Sub	Type	Status	Filing Date	Appl. No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Expir. Date	Owner	Agent Ref.
M-IEG-0020	DE		ORD	Granted	04-Apr-1996	19613503.6	16-Okt-1997	19613503	10-Jun-1999	19613503	04-Apr-2016	M-IEG	P 96 166 B

PCT= designated in a WIPO Internat. Patent Appl. M-IEG = ITT Germany GmbH previously Endline GmbH
ORD= national Patent application

Mark	CaseNo.	Type	Mark	Status	FileDate	AppNo.	Reg. Date	Reg. No.	ExpirDate	AgentRef	Client
JARRET	IP-IEI-M0026	WORD									
	IP-IEI-M0026	CN	JARRET	REGISTERED	31.10.1986	G507453	31.10.1986	G507453	31.10.2016		M-IEG
	IP-IEI-M0026	DE	JARRET	REGISTERED	31.10.1986	507453	31.10.1986	507453	31.10.2016		M-IEG
	IP-IEI-M0026	FR	JARRET	REGISTERED	20.05.1986	INP179689 4	20.05.1986	1355432	19.05.2016	W 05 280 B FR	M-IEG
	IP-IEI-M0026	GB	JARRET	REGISTERED	20.05.1986	1288695	12.05.1989	1288695	20.05.2017	W 05 279 B GB	M-IEG
	IP-IEI-M0026	HU	JARRET	REGISTERED	31.10.1986	507453	31.10.1986	507453	31.10.2016		M-IEG
	IP-IEI-M0026	IT	JARRET	REGISTERED	31.10.1986	507453	31.10.1986	507453	31.10.2016		M-IEG
	IP-IEI-M0026	JP	JARRET	REGISTERED	04.03.1997	22175/97	17.07.1998	4137401	17.07.2018	W 05 282 B JP	M-IEG
	IP-IEI-M0026	US	JARRET	REGISTERED	29.10.1986	73/627559	07.07.1987	1446000	07.07.2017	W 05 281 B US	M-IEG
	IP-IEI-M0026	WO	JARRET	REGISTERED	31.10.1986	507453	31.10.1986	507453	31.10.2016	IR 05 283 B	M-IEG

MMA= designated in a WIPO Madrid Agr/Protocol
 TM
 ORD= national TM application
 M-IEG = ITT Germany GmbH previously Enidine GmbH

Exhibit C - Trademarks
 28. June 2011