

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Waterworks, Inc.		07/26/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Waterworks IP CO., LLC		
<b>Street Address:</b>	60 Backus Ave.		
<b>City:</b>	Danbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06810		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77336624	REDHILL	
Registration Number:	2982613	ADVANCE	
Registration Number:	2920516	AMÉLIE	
Registration Number:	3419181	AQUALINEA	
Registration Number:	2886150	ARCADIA	
Registration Number:	2881238	ARCHITECTONICS	
Registration Number:	2976103	ARCHIVE	
Registration Number:	2947930	CAMPUS	
Registration Number:	2923172	CITRINE	
Registration Number:	2137138	COTTAGE	
Registration Number:	2930259	EASTON	
Registration Number:	1808477	ECHO	
Registration Number:	2923173	ETESIAN	
Registration Number:	1449508	ETOILE	

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Registration Number:	2920483	MEDOC
Registration Number:	2930260	METRIX
Registration Number:	2881270	SAVOY
Registration Number:	2574814	WATERWORKS
Registration Number:	2219845	WATERWORKS
Registration Number:	1122575	WATERWORKS
Registration Number:	3298981	WATERWORKS
Registration Number:	3249561	TM5

**CORRESPONDENCE DATA**

Fax Number: (860)278-3802  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 860-331-2710  
Email: slombard@haslaw.com, tmdocket@haslaw.com  
Correspondent Name: Sarah M. Lombard  
Address Line 1: 20 Church Street  
Address Line 2: Hinckley, Allen & Snyder LLP  
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Sarah M. Lombard
Signature:	/Sarah M. Lombard/
Date:	07/27/2009

Total Attachments: 6  
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## TRADEMARK ASSIGNMENT

**TRADEMARK ASSIGNMENT** made this 26th day of July, 2009 by **WATERWORKS, INC.**, a Delaware corporation with an address of 60 Backus Avenue, Danbury, CT 06810 (the "Assignor") to **WATERWORKS IP CO., LLC**, a Delaware limited liability company with an address of 60 Backus Avenue, Danbury, CT 06810 (the "Assignee").

**WHEREAS**, the Assignor is the owner of the trademarks, trademark applications and service marks set forth on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"); and

**WHEREAS**, the Assignee is the designee of Waterworks Holdings, LLC (formerly known as WW Acquisition, LLC); and

**WHEREAS**, Assignor desires to assign and transfer to the Assignee and the Assignee has agreed to accept and assume all of the Assignor's right, title and interest in and to the Trademarks and all obligations arising pursuant thereto from and after 12:01 a.m. on the date hereof, in accordance with that certain Asset Purchase Agreement dated July 24, 2009 by and among Waterworks Holding Corp., Waterworks, Inc., PDS Procurement & Finance, Inc., WWPDS, Inc., WWSDP, LLC, and Waterworks Georgetown, LLC as Seller and Waterworks Holdings, LLC (formerly known as WW Acquisition, LLC) as Purchaser.

**NOW, THEREFORE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignor does hereby sell, convey, transfer, assign and set over to the Assignee, its successors and assigns, and the Assignee does hereby accept and assume Assignor's full right, title, and interest, to the trademarks, trademark applications and service marks set forth on attached Schedule A, including the right, in each case, to sue and collect damages for past, present and future infringement(s), together with the goodwill of the business related thereto and Assignee does hereby also assume all obligations with respect thereto from and after the date hereof.

The Assignor does hereby authorize the Assignee to record this Assignment and any other documents that may be necessary to effectuate this Assignment and provide notice of this Assignment with the Respective Trademark Offices.

The Assignor agrees that no assignment, sale, agreement or encumbrance has been made or entered into which would conflict with this Assignment and sale.

The Assignor further agrees, provided that it shall be at no cost to Assignor that the Assignor will, upon the Assignee's written request, promptly execute and deliver to the Assignee or its legal representative any and all papers or instruments required to maintain, prosecute and/or register the Trademarks which may be reasonably necessary or desirable to carry out the purposes hereof.

The laws of the State of Connecticut shall govern any controversy arising out of or relating to this Trademark Assignment, without regard to conflicts of laws principles that would require the application of any other law.

*(signatures on following page)*

ASSIGNOR:  
WATERWORKS, INC.

By: \_\_\_\_\_

  
\_\_\_\_\_  
President

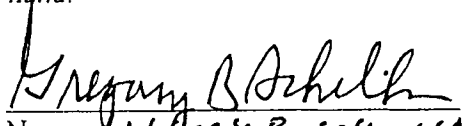
ASSIGNEE:  
WATERWORKS IP CO., LLC

By: \_\_\_\_\_

STATE OF CONNECTICUT )  
                                      )   ss. BRODEPORT  
COUNTY OF FAIRFIELD )

On this the 24 day of July, 2009, before me, the undersigned officer, personally appeared RALPH BENNETT, who acknowledged himself/~~herself~~ to be the PRESIDENT of WATERWORKS, INC., a corporation, and that he/~~she~~ as such OFFICER, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT.

In witness whereof I hereunto set my hand.

  
Name: GREGORY B SCHILLER  
Commissioner of the Superior Court  
Notary Public  
~~My Commission Expires:~~

*(signature page – Trademark Assignment)*

**ASSIGNOR:  
WATERWORKS, INC.**

By: \_\_\_\_\_

**ASSIGNEE:  
WATERWORKS IP CO., LLC**

By:   
A. Peter Sallick  
An Authorized Person

STATE OF \_\_\_\_\_ )  
   )    ss.  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of July, 2009, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of **WATERWORKS, INC.**, a corporation, and that he/she, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand.

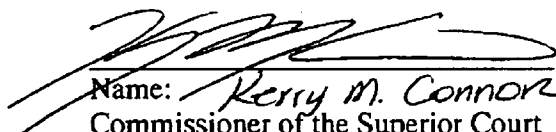
\_\_\_\_\_  
Name:  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

*(signature page ~ Trademark Assignment)*

STATE OF CT )  
COUNTY OF Fairfield ) ss. Westport

On this the 24<sup>th</sup> day of July, 2009, before me, the undersigned officer, personally appeared Peter Sallick, who acknowledged himself/herself to be the mg. member of WATERWORKS IP CO., LLC, a (member managed or manager managed) limited liability company, and that he/she, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as Peter Sallick

In witness whereof I hereunto set my hand.

  
Name: Kerry M. Connor  
Commissioner of the Superior Court  
Notary Public  
~~My Commission Expires:~~

*(signature page continuation – Trademark Assignment)*

**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country of Filing</b>
ADVANCE	2,982,613	8/9/05	US
AMÉLIE	2,920,516	1/25/05	US
AQUALINEA	3,419,181	4/29/08	US
ARCADIA	2,886,150	9/21/04	US
ARCHITECTONICS	2,881,238	9/7/04	US
ARCHIVE	2,976,103	7/26/05	US
CAMPUS	2,947,930	5/10/05	US
CITRINE	2,923,172	2/1/05	US
COTTAGE	2,137,138	2/17/98	US
EASTON	2,930,259	3/8/05	US
ECHO	1,808,477	11/30/93	US
ETESIAN	2,923,173	2/1/05	US
ETOILE	1,449,508	7/28/87	US
MEDOC	2,920,483	1/25/05	US
METRIX	2,930,260	3/8/05	US
SAVOY	2,881,270	9/7/04	US
WATERWORKS	2,574,814	6/4/02	US
WATERWORKS	2,219,845	1/26/99	US
WATERWORKS	1,122,575	7/17/79	US
WATERWORKS	3,298,981	9/25/07	US
WATERWORKS	TMA522898	2/10/00	Canada
WATERWORKS	TMA730998	12/16/08	Canada
TM5	3,249,561	6/5/07	US
ETOILE	2,143,683	3/9/97	UK
COTTAGE	2,140,241	3/2/97	UK
WATERWORKS	2,143,703(A)	3/9/97	UK
WATERWORKS & DESIGN	2,143,703B	3/9/97	UK

**Trademark Applications**

<b>Trademark</b>	<b>Serial/Registration Number</b>	<b>Filing Date</b>	<b>Country of Filing</b>
REDHILL	77/336,624	11/26/07	US
AQUALINEA	1347217	5/14/07	Canada