

02-11-2005

1-31-92

Patent and Trademark Office

The Honorable Commissioner of Patents and

102939295

jinal documents or copy thereof.

1. Name of conveying party(ies):
USFilter Corporation

2. Name and address of receiving party(ies):
OTV S.A.
Internal Address:

Additional names of conveying party(ies) attached? ☐ yes ☐ no

Address: Immeuble l'Aquarene
1, Place Montgolfier
94417 Saint-Maurice Cedex
France

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

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

Execution Date:

7/31/2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5456844

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom
correspondence concerning document should be mailed:

Name: Larry L. Coats

Internal Address: Coats & Bennett, P.L.L.C.

Street Address: P.O. Box 5, Raleigh, NC 27602

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Larry L. Coats

Name of Person Signing

Signature

2/7/2005

Date

Total number of pages comprising cover sheet: 1

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PATENT
REEL: 016237 FRAME: 0097

EXECUTION VERSION

PATENT AND KNOW-HOW ASSIGNMENT AGREEMENT

THIS PATENT AND KNOW-HOW ASSIGNMENT AGREEMENT ("Agreement"), dated as of July 31, 2004 (the "Effective Date"), by and among USFilter Corporation, a Delaware corporation, on behalf of itself and all of its Subsidiaries (as defined below), ("Assignor"), and OTV S.A., a *société anonyme* organized and existing under the laws of France ("Assignee"), and together with Assignor, the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, on January 12, 1998, General Filter Company ("General Filter") acquired from Microsep International Corporation ("MI") and Microsep International (Canada) Corporation ("MC") (MI and MC together being "Microsep") all right, title, and interest in the Patents and the Technical Information (including all the Technical Materials embodying such information) (as defined below), pursuant to an Asset Purchase Agreement between General Filter and MI (the "Asset Purchase Agreement"), and two related Bills of Sale of the same date, one between General Filter and MC (the "MC Bill of Sale"), and the other between General Filter and MI (the "MI Bill of Sale");

WHEREAS, in accordance with the Asset Purchase Agreement and the MC Bill of Sale, MC delivered to General Filter the Technical Materials which embodied the Technical Information;

WHEREAS, General Filter subsequently was merged with a Subsidiary of Assignor, and such Subsidiary is the successor to any rights General Filter had in the Patents, the Technical Information and the Technical Materials;

WHEREAS, Assignee and or its Affiliates are the owners of certain patented and unpatented technology referred to as the Actiflo technology;

WHEREAS, there was a dispute with respect to whether certain activities by General Filter infringed Assignee's rights in the Actiflo technology;

WHEREAS, subsequently the Subsidiary was acquired by the parent company of Assignee and thereafter some or all of the Patents and Microsep trademarks were transferred to Assignee;

WHEREAS, as a consequence of the foregoing, some or all of the Patents have been recorded in the name of Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's and Assignor's Subsidiaries' (collectively, the "USF Parties") right, title and interest in the Patents, if any, the Technical Information and the Technical Materials, and Assignee desires to acquire such rights, in each case on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agrees as follows:

1. **Definitions:** As used in this Agreement, the following terms have the meanings specified in this Section 1:

"Affiliate" means, with respect to a Party, any other entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such entity. For purposes of this Agreement, "Control" or derivations thereof such as Controlled or Controlling, means the power to cause, directly or indirectly, the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"Governmental Body" means any court or government (federal, state, local, foreign or provincial) or any political subdivision thereof, including, without limitation, any department, commission, board, bureau, agency or other regulatory, administrative or governmental authority or instrumentality.

"Know-How" means any technical and business information, methods, and processes, including, without limitation, ideas, documentation, formulas, training materials, specifications, plans, proposals, research records, innovations, inventions, invention records and other technical data, management techniques, pricing and cost information, business practices, business and marketing plans and data, customer and supplier lists and information, licensing records, and all other know-how, whether or not protected by patent, copyright or trade secret law.

"Microsep Developments" means any and all improvements of, enhancements to, developments of, modifications of, or derivations from any Microsep Technology or any Patents (to the extent such Patents relate to high rate ballasted flocculation technology) and any improvements of, enhancements to, developments of, modifications of, or derivations from the foregoing.

"Microsep Technology" means the high rate ballasted flocculation technology and all Know-How related to such high rate ballasted flocculation technology acquired from Microsep pursuant to the Asset Purchase Agreement (and the MC Bill of Sale and MI Bill of Sale), together with all Microsep Developments.

"Patents" means those patents and patent applications listed on Schedule 1 to the MI Bill of Sale (a copy of the relevant portions of which are annexed hereto as Exhibit A), and those patents and patent applications listed on Exhibit B hereto, together with any patent application claiming priority to any one or more of the foregoing; all continuations, continuations-in-part, divisionals, renewals, reissues, reexaminations and extensions, or any foreign counterparts of any one or more of the foregoing, and any patent issuing from any one or more of the foregoing, in each case in any jurisdiction.

"Person" means and includes a natural person, a corporation, an association, a partnership, a limited liability company, a trust, a joint venture, an unincorporated organization or a Governmental Body.

"Subsidiary" means, with respect to a specified Person, a Person which directly, or indirectly through one or more intermediaries, is Controlled by such specified Person.

"Technical Information" means all Know-How within the Microsep Technology owned by Assignor or its Subsidiaries that relates to or arises from the inventions, processes, apparatuses and devices described in or covered, in whole or part, by the Patents, including, without limitation, as described in (a) Exhibit 4 to the MC Bill of Sale and as embodied in the Technical Materials listed on Exhibit 6 to the MC Bill of Sale (copies of the relevant portions of which are annexed hereto as Exhibit C, and (b) Exhibit D, to the extent constituting Microsep Technology.

"Technical Materials" means those tangible materials embodying or containing the Technical Information, including, without limitation, technical documentation, notes, annotation, designs, data, drawings, computer programs, databases and tools, which exist and are owned by or in the possession of an USF Party, and further including, without limitation, items 1-8, 11-16, 19-20, and 28-29 specified on Exhibit 6 of the MC Bill of Sale (annexed hereto as Exhibit C).

2. Assignment. (a) Assignor, on behalf of itself and the other USF Parties, hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of the USF Parties' right, title and interest in and to the Technical Information and the Technical Materials. Assignor believes that prior to the date hereof, all of the Patents either (i) have been transferred to and recorded in the name of Assignee or its Affiliate, United States Filter Corporation, or (ii) have been abandoned or have expired prior to such transfer. Notwithstanding the foregoing, to the extent any USF Parties have any remaining right, title, or interest in any of the Patents, Assignor, on behalf of itself and the other USF Parties, hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of the USF Parties' right, title and interest, if any, in and to the Patents.

(b) Subject to the following sentence, after the Effective Date, the USF Parties shall have no right to use, and shall make no use, of the Technical Information or the Technical Materials (including without limitation for the purpose of (1) developing, attempting to develop or allowing, aiding or participating with any person or entity to develop, through reverse engineering or otherwise, any products or systems that incorporate high rate ballasted flocculation technology for the clarification of water using the Technical Information, (2) making any bid or proposal utilizing any Technical Information, (3) marketing or selling, directly or indirectly, alone or in combination with any other entity or entities, in the municipal and industrial markets, any system that incorporates the Technical Information). The obligation imposed in the foregoing sentence shall not apply to any information that Assignor can demonstrate: (i) is or becomes publicly available though no fault of an USF Party; or (ii) is obtained by an USF Party from a third party who is under no obligation of confidentiality to Assignee or any of its Affiliates and who did not receive such information from an USF Party. Assignor represents and warrants that it has the power and authority to execute this Agreement on behalf of the other USF Parties and to cause, and shall cause, the other USF Parties to comply with the terms hereof.

(c) The assignment contemplated in clause (a) is made in consideration of the payment by Assignee of US\$100,000 (one hundred thousands US Dollars) which shall be made within ten

(10) days of the signing hereof. Such payment shall be made net of any taxes. All taxes, fees or other levies related to such assignment shall be the responsibility of Assignee provided, however, that nothing herein shall be construed in any way so as to impose upon Assignee any liability for taxes of any sort on the income of Assignor.

3. Delivery of the Technical Materials. Promptly following the execution of this Agreement, but in any event no later than thirty (30) days from the Effective Date, Assignor shall deliver to Assignee a complete set of all the Technical Materials in the possession of any USF Party of which a USF Party has knowledge after exercising all reasonable best efforts to discover all Technical Materials in its possession, and as of that date Assignor shall destroy any and all additional copies of the Technical Materials, or portion thereof (including that part of the internal memos, studies or other documents which include or reflect any Technical Information), that are in the possession of the USF Parties. If, at any time after the Effective Date, any USF Party discovers any Technical Materials in its possession or in the possession of any other USF Party, if same have not already been delivered to Assignee, Assignor immediately shall notify Assignee of the existence of such materials and deliver such materials to Assignee, and if such materials are additional copies of materials already delivered, it shall promptly destroy such materials and certify to Assignee in writing that such materials have been destroyed.

4. No Disclosure. After the Effective Date, Assignor shall not disclose any Technical Information or Technical Materials to any Person other than Assignee or its representatives and/or agents. The obligation imposed in this Section 4 shall not apply to any information that: (i) is or becomes publicly available through no fault of an USF Party; or (ii) is obtained by an USF Party from a third party who is under no obligation of confidentiality to Assignee or any of its Affiliates and who did not receive such information from an USF Party.

5. Cooperation and Recordation. At Assignee's expense, Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Patents, the Technical Information and the Technical Materials. At Assignee's expense, Assignor agrees to execute and deliver such other 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 Patents, the Technical Information and the Technical Materials hereunder.

6. 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.

7. Resolution of Disputes. Any dispute or differences arising under this Agreement which the Parties are unable to settle amicably shall be finally and exclusively settled by arbitration which may be commenced by either Party after thirty (30) days from the date that one Party notifies the other in writing of the existence of a dispute. Such arbitration shall be conducted under the rules of conciliation and arbitration of the International Chamber of Commerce subject to the following provisions: (a) unless otherwise agreed by all parties to the

arbitration, the arbitration shall be held in the city of New York; (b) unless the Parties are able to agree on a single arbitrator, there shall be three arbitrators designated in accordance with the ICC rules; (c) the arbitration proceeding shall be conducted in the English language, all arbitrators shall be fluent in English and all written submissions of the Parties and the written decision of the arbitrator shall be in English; and (iv) the award rendered by arbitration shall be final and binding upon the Parties, and judgment upon the award may be entered in any court of competent jurisdiction.

8. 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.

9. 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.

10. Entire Agreement. This Agreement 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.

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.

USFILTER CORPORATION
on behalf of itself and the other USF Parties

By: Stephen L. [Signature]
Name:
Title:

OTV S.A.

By: _____
Name:
Title:

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.

USFILTER CORPORATION
on behalf of itself and the other USF Parties

By: _____
Name:
Title:

OTV S.A.

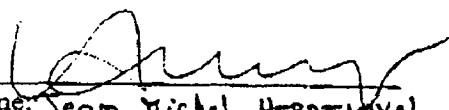
By: 
Name: Jean-Michel HERREVOYN
Title: Chairman & Chief Executive Officer -

Exhibit A

MI Bill of Sale

EXHIBIT B

Additional Patents

Case Number	Status	Application No.	Filing Date	Patent No.	Issue Date
USFMIC002CA	Granted	2110300	29-May-1992	2110300	13-May-2003
USFMIC002GB	Granted	92910971.8	29-May-1992	0585318	13-Mar-1996
USFMIC002US	Granted	150139	29-May-1992	5456844	10-Oct-1995
USFMIC003AU	Granted	46062/97	02-Oct-1997	722025	02-Nov-2000
USFMIC003CA	Pending	2266583	02-Oct-1997		
USFMIC003DE	Granted	97944603.6	02-Oct-1997	0932436	15-Jan-2003
USFMIC003FR	Granted	97944603.6	02-Oct-1997	0932436	15-Jan-2003
USFMIC003GB	Granted	97944603.6	02-Oct-1997	0932436	15-Jan-2003
USFMIC003MX	Granted	993136	02-Oct-1997	207355	01-Apr-2002
USFMIC003US	Granted	720551	02-Oct-1996	5800717	01-Sep-1998
USFMIC019AU	Granted	17846/92	29-May-1992	667037	25-Jun-1996
USFMIC023TH	Granted	010304	15-Feb-1990	11539	26-Dec-2001

BOISSONNADE, Genevieve

De: Ubeda, Pascal [Pascal.Ubeda@veoliawater.com]
Envoyé: jeudi 13 janvier 2005 15:30
A: Boissonnade, Genevieve
Objet: BREVET MICROSEP

Genevieve,

Je vous confirme qu'OTV SA a payé les 100.000 USD à USF WASTEWATERGROUP INC
le 27/12/04 suivant l'accord du 31/07/04

Cordialement / Best Regards

Pascal UBEDA
OTV SA (SR130)
Direction Comptable / Accounting Department
E-mail : pascal.ubeda@veoliawater.com
Tel : 33 (1) 45 11 61 37
Fax : 33 (1) 45 11 55 60 ou 33 (1) 45 11 59 82

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