

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Leif J. Hauge	03/13/2001
Energy Recovery International, Inc.	03/13/2001
RECEIVING PARTY DATA	
Name:	Energy Recovery, Inc.
Street Address:	1908 Doolittle Drive
City:	San Leandro
State/Country:	CALIFORNIA
Postal Code:	94577
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5338158
CORRESPONDENCE DATA	
Fax Number:	(858)552-0095
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858) 551-1311
Email:	kberson@fitcheven.com
Correspondent Name:	Fitch, Even, Tabin & Flannery
Address Line 1:	9330 Scranton Road, Suite 350
Address Line 2:	Attn: James J. Schumann
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	81887/8132
NAME OF SUBMITTER:	James J. Schumann

**CH \$40.00 5338158**

Total Attachments: 6  
 source=81887 Assignment #3#page1.tif  
 source=81887 Assignment #3#page2.tif

source=81887 Assignment #3#page3.tif  
source=81887 Assignment #3#page4.tif  
source=81887 Assignment #3#page5.tif  
source=81887 Assignment #3#page6.tif

## PATENT ASSIGNMENT AGREEMENT

This AGREEMENT ("Agreement") is made this 13<sup>th</sup> day of MARCH 2001, by and among Energy Recovery, Inc., a Virginia corporation, ("Energy Recovery") having a place of business at 1908 Doolittle Drive, San Leandro, CA 94577 ("Assignee"); and Leif J. Hauge ("Hauge"), Hauge Technologies, Inc., f/k/a Energy Recovery International, Inc., a Delaware company, ("Hauge Technologies") (collectively "Assignors").

**WHEREAS**, the undersigned Assignors either individually or jointly own the entire right, title and interest in and to the following patents, patent applications, and corresponding patents and patent applications in various foreign countries, including but not limited to the corresponding or related patents and patent applications listed in Annex A hereto (collectively "Patents and Patent Applications"):

Norwegian Application Serial No. 894392, as filed by Hauge on November 3, 1989; and

International Application Serial No. PCT/NO90/00162, as filed by Hauge on October 30, 1990, which corresponds to and claims priority of said Norwegian Application; and

United States Letters Patent No. 5,338,158, issued to Hauge on August 16, 1994, which corresponds to and claims priority of said Norwegian Application and said International Application.

**WHEREAS**, Energy Recovery, Inc., ("Assignee"), is desirous of acquiring the Patents and Patent Applications and any and all rights in and to the Patents and Patent Applications in the United States and in foreign countries.

**NOW, THEREFORE**, for valuable consideration furnished by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby, without reservation:

1. Assign, transfer and convey to Assignee, and agree to assign, transfer and convey to Assignee, to the extent not already owned by Assignee, the entire right, title and interest, including the right to recover for past infringements, except as excluded in Paragraph 1 of a Settlement Agreement originally dated March 7, 2001, between the parties, together with the benefits and privileges in and to said Patents and Patent Applications, in and to all inventions and discoveries disclosed therein and which were developed prior to this Agreement, and in and to all applications for Letters Patent or similar forms of protection of the United States of America, and all other applications for patent on said inventions and discoveries developed prior to this Agreement in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, various foreign country applications and convention applications based in whole or in part upon said Patents and Patent Applications or upon said inventions or discoveries developed prior to this Agreement, and any and all Letters Patent, reissues and extension of Letters Patent or similar forms of protection granted for said inventions and discoveries developed prior to this Agreement or upon said applications in whatsoever countries of the world, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Patents and Patent Applications;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries developed prior to this Agreement or based in whole or in part on said Patents and Patent Applications, in our name or names or in the name of Assignee or otherwise as Assignee may deem advisable, under any International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Director of Patents and Trademarks of the United States of America and the empowered officials of all other governments of the world to issue or transfer all said patent applications, said foreign country applications and said Patents and Patent Applications to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Irrevocably appoint Assignee and its duly authorized officers and agents as agents and attorneys-in-fact of Assignors with full power to execute and file all documents and perform all lawful acts relating to said Patents and Patent Applications;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's reasonable request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable necessary to prosecute, assign, record , and/or maintain said Patents and Patent Applications in Assignee's name or to assure that said inventions and discoveries developed prior to this Agreement, said Patents and Patent Applications and said foreign country applications and patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to make a good faith effort to execute and deliver to Assignee upon reasonable request all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be reasonably requested by Assignee; to make a good faith effort to communicate to Assignee all relevant and material facts known to us, and which we have not previously disclosed to Assignee relating to said inventions and discoveries or the history thereof and as may be necessary and reasonably requested to further the prosecution of

said Patent Applications or to perfect in Assignee the rights conveyed herein; and to furnish Assignee upon reasonable request with any and all documents, photographs, models samples and other physical exhibits, and not previously furnished to Assignee, which may be in our control or in the control of our heirs, legal representatives or assigns, which may be useful establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries and as may be necessary and reasonably requested to further the prosecution of said Patent Applications or to perfect in Assignee the rights conveyed herein.

6. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon the Assignors and their assigns.

**IN WITNESS WHEREOF**, Assignors have executed and delivered this instrument to Assignee effective the date first written above.

LEIF J. HAGUE

By: *Leif Hague*

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of Norfolk, Virginia, this 13<sup>th</sup> day of March 2001, by Leif J. Hauge.

*Sharon R. Havis*  
Notary Public

(SEAL)

My Commission Expires: February 24, 2004

\*\*\*\*\*

HAUGE TECHNOLOGIES, INC., F/K/A  
ENERGY RECOVERY INTERNATIONAL, INC.,  
A DELAWARE CORPORATION

(SEAL)

By: Reif Hauge

Name: REIF J. HAUGE

Title: PRESIDENT

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City of  
Norfolk, Virginia, this 13<sup>th</sup> day of March 2001, by  
Reif Hauge on behalf of Hauge Technologies, Inc. f/k/a Energy Recovery International, Inc.

Sharon R. Harin  
Notary Public

(SEAL)

My Commission Expires: February 24, 2004

## ANNEX A

## PATENTS AND PATENT APPLICATIONS

**Family Corresponding To:**

Norwegian Application No. 894392, filed November 3, 1989

PCT/NO90/00162, filed October 30, 1990

U.S. Patent No. 5,338,158

Patent Family		Priorities and Applications	
Country Code/ Document No.	Kind/ Publication Date	Country Code/ Application No.	Kind/ Application Date
AT 105052	E 19940515	EP 90916050 NO 894392 WO 9000162	A 19901030 A 19891103 W 19901030
CA 2072607	AA 19910504	CA 2072607 NO 894392	A 19901030 A 19891103
DE 69008541	CO 19940601	DE 69008541 NO 894392 WO 9000162	A 19901030 A 19891103 W 19901030
DK 498825	T3 19940912	DK 90916050 NO 894392	A 19901030 A 19891103
EP 498825	B1 19940427	EP 90916050 NO 894392 WO 9000162	A 19901030 A 19891103 W 19901030
ES 2055923	T3 19940901	ES 90916050 NO 894392	EP 19901030 A 19891103
JP 5503975	T2 19930624	JP 514901 NO 894392 WO 9000162	A 19901030 A 19891103 W 19901030
NO 168548	C 19920304	NO 894392	A 19891103
NO 894392	AO 19891103	NO 894392	A 19891103
	(Priority Application		
RU 2079003	C1 19970510	NO 894392 RU 5011747 WO 9000162	A 19891103 A 19901030 W 19901030
US 5338158	A 19940816	NO 894392 US 854678 WO 9000162	A 19891103 A 19920629 W 19901030
WO 9106781	A1 19910516	NO 894392 WO 9000162	A 19891103 A 19901030

PATENT

RECORDED: 11/12/2007

REEL: 020092 FRAME: 0839