

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Copa Limited	10/16/2006
RECEIVING PARTY DATA	
Name:	Process Wastewater Technologies Limited
Street Address:	530 Little Collins Street
Internal Address:	Suite 903 Exchange Tower
City:	Melbourne
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6126821
CORRESPONDENCE DATA	
Fax Number:	(626)577-8800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	626 795 9900
Email:	pto@cph.com
Correspondent Name:	Christie, Parker & Hale, LLP
Address Line 1:	Post Office Box 7068
Address Line 4:	Pasadena, CALIFORNIA 91109-7068
ATTORNEY DOCKET NUMBER:	62062/R178
NAME OF SUBMITTER:	D. Bruce Prout
Total Attachments: 7 source=62062-assignment#page1.tif source=62062-assignment#page2.tif source=62062-assignment#page3.tif source=62062-assignment#page4.tif source=62062-assignment#page5.tif	

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PATENT

REEL: 020897 FRAME: 0867

500532441

Patent Assignment Deed

United States of America

Copa Limited (Assignor)

Process Wastewater Technologies Limited (Assignee)

MinterEllison

L A W Y E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000
www.minterellison.com

Patent Assignment Deed – United States of America

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Details

Date

Parties

Name	Copa Limited a company incorporated in England and Wales with registration number 04022214
Short form name	Assignor
Notice details	Unit 6, Crest Industrial Estate, Pattenden Lane, Marden, Tonbridge, Kent TN12 9QJ, United Kingdom Attention Mike Froud
Name	Process Wastewater Technologies Limited ACN 066 810 026
Short form name	Assignee
Notice details	Suite 903 Exchange Tower 530 Little Collins Street, Melbourne, Australia

Background

- A The Assignor owns the Patent (as defined in this deed).
- B On the terms and conditions contained in this deed:
 - (i) the Assignor has agreed to assign the Patent to the Assignee; and
 - (ii) the Assignee has agreed to accept that assignment from the Assignor.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Effective Date means 16 October 2006.

Patent means the patent set out in Schedule 1.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and *vice versa*, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions; and
- (e) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

2. Assignment of Patent

The Assignor, as the legal and beneficial owner of the Patent, assigns to the Assignee, and the Assignee accepts the assignment of, with effect from the Effective Date:

- (a) the Patent; and
- (b) all rights, if any, that the Assignor has to take action against third parties for infringement of the Patent, whether or not such infringement took place prior to the Effective Date of this deed.

3. Further assurances

- (a) The Assignor agrees to execute all documents, forms and authorisations and to do any and all such acts and things as may be reasonably necessary in order to vest in the Assignee the rights assigned to the Assignee under clause 2 of this deed, including the recording of the assignment of the Patent and, where necessary, to execute any confirmation assignments where reasonably required by the Assignee.
- (b) The Assignor agrees to bear the costs of the recording of the assignment of the Patent.

4. Miscellaneous

4.1 Alterations

This deed may be altered only in writing signed by each party.

4.2 Costs

Each party must pay its own costs of negotiating, preparing and executing this deed.

4.3 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

4.4 Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

4.5 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

4.6 Relationship

Except where this deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

4.7 Entire agreement

This deed constitutes the entire agreement between the parties in connection with the subject matter of this deed.

4.8 Governing law and jurisdiction

This deed is governed by the laws of England and Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England and Wales.

Schedule 1 - Patent

Title	Country	Status	Expiry Date	Number
Raked Bar Screen	USA	Granted	20 Jan 2018	6,126,821

Signing page

EXECUTED as a deed.

Executed by Coda Limited

Signature of director

Michael Freori

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Gwen KLEES

Name of director/company secretary (print)

Executed by Process Wastewater
Technologies Limited

Signature of director

J.L. Walker

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

A.J. Keizer

Name of director/company secretary (print)