

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Perpetual Water Limited	11/18/2008
RECEIVING PARTY DATA	
Name:	JeffBrad Investments Pty Limited
Street Address:	Efkon House
Internal Address:	18-24 Trenerry Street
City:	Weston
State/Country:	AUSTRALIA
Postal Code:	2611
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11018938
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.646.8251
Email:	thanifin@wolfgreenfield.com
Correspondent Name:	Timothy J. Oyer
Address Line 1:	Wolf Greenfield & Sacks, P.C.
Address Line 2:	600 Atlantic Avenue
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	A0729.70001US00
NAME OF SUBMITTER:	Timothy J. Oyer
<p>Total Attachments: 23</p> <p>source=A0729.70001US00 Executed Assignment JeffBrad Investments#page1.tif</p> <p>source=A0729.70001US00 Executed Assignment JeffBrad Investments#page2.tif</p>	

OP \$40.00 11018938

500752079

PATENT
REEL: 022093 FRAME: 0796

source=A0729.70001US00 Executed Assignment JeffBrad Investments#page3.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page4.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page5.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page6.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page7.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page8.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page9.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page10.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page11.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page12.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page13.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page14.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page15.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page16.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page17.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page18.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page19.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page20.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page21.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page22.tif
source=A0729.70001US00 Executed Assignment JeffBrad Investments#page23.tif

Deed of Assignment

Dated: 18 November 2008

PERPETUAL WATER AUSTRALIA PTY LIMITED ACN 114271108

(ADMINISTRATOR APPOINTED)

PW SYSTEMS PTY LIMITED ACN 114 271162

(ADMINISTRATOR APPOINTED)

PERPETUAL WATER LIMITED ACN 105 976 565

(ADMINISTRATOR APPOINTED)

HENRYKAZAR

AND

**JEFFBRAD INVESTMENTS PTY LTD ACN 000 807 205 ABN [] ATF
THE BRADVAN FAMILY TRUST**

Deed of Assignment

TABLE OF CONTENTS

1. *Definitions & Interpretation*

2

2. *Assignment of IP Rights*

2

SCHEDULE

4

This Deed is made the 18 day of November 2008

BETWEEN:

Perpetual Water Australia Pty Limited ACN 114 271 108 (Administrator Appointed) by its Administrator Henry Kazar of Kazar Slaven, Level 3, 11 National Circuit, Barton in the Australian Capital Territory (PWA);

AND

PW Systems Pty Limited ACN 114 271 162 (Administrator Appointed) by its Administrator Henry Kazar of Kazar Slaven, Level 3, 11 National Circuit, Barton in the Australian Capital Territory (PWS);

AND

Perpetual Water Limited CAN 105 976 565 (Administrator Appointed) by its Administrator Henry Kazar of Kazar Slaven, Level 3, 11 National Circuit, Barton in the Australian Capital Territory (PWL);

(jointly and severally referred to in this deed as the Assignor);

AND

Henry Kazar of Kazar Slaven, Level 3, 11 National Circuit, Barton in the Australian Capital Territory (Administrator)

AND

Jeffbrad Investments Pty Limited ACN 000 807 205 ABN [] ATF The Bradvan Family Trust whose registered office is c/- Cox Business Accountants, Efkon House, 18-24 Trenerry Street, Weston ACT 2611 (Assignee).

Operative Provisions

1. Definitions & Interpretation

- 1.1 In this deed, the following words and phrases have the meaning set out below:

Deed for Sale means the deed of agreement for the sale of certain intellectual property and related rights between the Vendors, Administrator and Jeffrey Edwin Bradley dated 30 October 2008 as amended by a further deed of agreement between those same parties including the Assignee dated 14 November 2008;

IP Rights means the rights in relation to current registrations and as an applicant for registration of the intellectual property rights set out in Items 1 to 5 of the Schedule;

Purchase Price means the 'Purchase Price' for the 'Assets' as those terms are so defined in the Deed for Sale.

2. Assignment of IP Rights

- 2.1 In consideration of payment of the Purchase Price, payment of which is acknowledged as having been received by the Administrator in his capacity as administrator of the Assignor, in accordance with the terms and conditions agreed to in the Deed for Sale, the Assignor hereby covenants that it has assigned to the Assignee the Assignor's present and future rights as the registered proprietor or applicant for registration, as the case may be, to the IP Rights.

- 2.2 The Assignor agrees:

- (a) to do all acts and execute all documents, at the reasonable request and expense of the Assignee, on a full indemnity basis, in accordance with the Deed for Sale, which are necessary or may be desirable for:
 - (i) recognising and effecting the registration of the Assignee as the assignee of the IP Rights; and
 - (ii) further assuring the right, title and interest of the Assignee to the IP Rights; and
 - (b) not to do anything which may directly or indirectly prejudice or invalidate any IP Rights or the Assignor's assignment to the Assignee.
- 2.3 The Administrator executes this Deed in his capacity and role as the administrator and agent of the Assignor pursuant to section 437A of the Corporations Act, 2001 to procure the discharge of the Assignor's obligations.

Governing Law and Jurisdiction

- 2.4 This Deed is governed by and is to be construed in accordance with the laws in force in the Australian Capital Territory.
- 2.5 Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Joint and Several Liability

- 2.6 An obligation of two or more persons binds them jointly and severally.

SCHEDULE
IDENTIFIED IP RIGHTS FOR ASSIGNMENT
AS AT COMPLETION

Item 1: Business Name(s)

The Assignor's rights to register/re-register the following names as ACT Business Names:

- 'Perpetual Water'
- 'Perpetual Water Canberra'

Item 2: Patent rights

a. The Assignor's rights as the registered proprietor of the following granted patent in Australia:

Patent Number: 2005/201711

Patent Name: Method and apparatus for removing contaminants from water.

b. The Assignor's rights as the registered proprietor of, or applicant for the following provisional patents:

Australian Provisional Patent Number: 2007/900846

Australian Provisional Patent Name: Apparatus and method for removing contaminants from water.

Australian Provisional Patent Number: 2008/902203

Australian Provisional Patent Name: Apparatus for removing contaminants from water

c. The Assignor's rights as the applicant for the following patents (including divisional, continuation and additional applications relating to the invention) in respect of:

International Patents - USA

Patent Application Number: 11/018,938

Patent Name: Method and apparatus for removing contaminants from water.

d. International Patents - USA

Patent Application Number: 60/923,565

Patent Name: Apparatus and method for removing contaminants from water.

e. The Assignor's rights as the applicant for the following International Patent Applications (Applications Lodged under Patent Co-operation Treaty (PCT), including the right to commence national country by country patent registration applications pursuant to the Patent Co-operation Treaty:

Patent Number: PCT/AU2005/000568

Patent Name: Method and apparatus for removing contaminants from water.

Patent Number: Patent Application No: PCT/AU2008/00213

Patent Name: Apparatus and method for removing contaminants from water.

f. The Assignor's rights as the applicant for national registrations of a patent in respect of Patent Application No. PCT/AU2005/00568 (Method and apparatus for removing contaminants from Water) filed as a national application in the following countries, (and including such further applications (if any), such as divisional applications, continuation applications and additional applications that are derived from the invention to which the national application relates):

- ii. United States- 11/018,938.
- iii. Japan – JP2007-508673.
- iv. Canada – 2,562,365.
- v. Singapore – 200607166-6.
- vi. China – 2.0058E+11.
- vii. India – to be advised.
- viii. Israel - 178718.
- ix. Republic of Korea – 10-2006-7021874.
- x. European Patent Office – 5733423.7.
- xi. Indonesia – W-00200602990.
- xii. United Arab Emirates – to be advised.
- xiii. South Africa – 2006/09148.

Item 3: Trade Mark rights

The Assignor's rights as the registered proprietor of the following granted and registered trade marks:

Australia

Trademark No: and Description

- No: 1015955 Perpetual Water and device.
- No: 1065876 Perpetual Water - Home®.
- No: 1065878 Making Grey Water Blue®.
- No: 1148750 Water Rich Life®.
- No: 1163371 Perpetual Water - Laundry®.
- No: 1163333 Perpetual Water - Apartment®.
- No: 1188818 GardenAngel by Perpetual Water & device®.

United States

Trademark No: and Description

- No: 3,275,322 - Perpetual Water and device.

European community**Trademark No: and Description**

No: 863,718 - Perpetual Water and device.

World Intellectual Property organisation - Madrid Protocol**Trademark No: and Description**

No: 863,718 - Perpetual Water and device.

The Assignor's rights (if any) in, and to seek registration as the registered proprietor of, the following unregistered trade marks:

'Making Grey Water Blue'TM

'Grey Water Ready'TM

'The Catchment'TM

Item 4: Design rights

The Assignor's rights as the registered proprietor of the following granted and registered design:

Australian Design No: 315585

Australian Design description: Grey Water Ready® 'Sump'

The Assignor's rights (if any) in, and to seek registration as the registered proprietor of the following unregistered designs:

Perpetual Water – Home® - 'Settling Tank' design

Garden Angel® - 'Settling Tank' design.

Item 5: Domain Name rights

The Assignor's rights to use and deal with the following domain names and all copyright and associated rights in and to the use of the website(s) using such domain names:

(a) www.perpetualwater.com.au; and

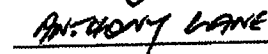
(b) www.perpetualwater.com.

EXECUTION PAGE**Executed as a deed**Signed by **HENRY JOSEPH KAZAR**

Before me:



Witness:



Name of Witness



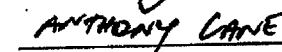
 Henry Joseph Kazar

Signed by **HENRY JOSEPH KAZAR** in
 his capacity as Administrator of Perpetual
 Water Pty Ltd (In Administration) ACN
 114271 108

Before me:



Witness:



Name of Witness



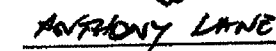
 Henry Joseph Kazar

Signed by **HENRY JOSEPH KAZAR** in
 his capacity as Administrator of PW
 Systems Pty Ltd (In Administration) ACN
 114271 162


Before me:



Witness:



Name of Witness



 Henry Joseph Kazar

Signed by **HENRY JOSEPH KAZAR** in
 his capacity as Administrator of Perpetual
 Water Limited (In Administration) ACN
 105978565

Before me:



Witness:



Name of Witness



Henry Joseph Kazar

Executed as a deed by
Jeffbrad Investments Pty Limited ACN
000 807 205 ABN [] ATF The Bradvan
Family Trust
 in accordance with its constitution

)

)

)

(Common Seal Optional)

.....
 Signature of Director/Secretary

.....
 Signature of Director

.....
 Name of Director/Secretary

.....
 Name of Director

.....
 Signature of Witness

.....
 Signature of Witness

.....
 Name of Witness

.....
 Name of Witness

EXECUTION PAGE

Signed by **HENRY JOSEPH KAZAR**

Before me:



Witness



Henry Joseph Kazar

ANTHONY LANE

Name of Witness

Signed by **HENRY JOSEPH KAZAR**
in his capacity as Administrator of
Perpetual Water Pty Ltd (In
Administration) ACN 114 271 108

Before me:



Witness



Henry Joseph Kazar

ANTHONY LANE

Name of Witness

Signed by **HENRY JOSEPH KAZAR**
in his capacity as Administrator of PW
Systems Pty Ltd (In Administration)
ACN 114 271 162

Before me:



Witness



Henry Joseph Kazar

ANTHONY LANE

Name of Witness

Signed by **HENRY JOSEPH KAZAR**
in his capacity as Administrator of
Perpetual Water Limited (In
Administration) ACN 105 976 565

Before me:



Witness



Henry Joseph Kazar

ANTHONY LANE

Name of Witness

Signed by **JEFFBRAD**
INVESTMENTS PTY LIMITED ACN
000 807 205 pursuant to section 127
of the Corporations Act 2001:

Company Secretary/Director

Director

Name of Company Secretary/Director

Name of Director

Signed by **JEFFERY EDWIN
BRADLEY:**

Before me:

Witness

JEFFERY EDWIN BRADLEY

Name of Witness

Deed of Assignment

Dated: 18 November 2008

PERPETUAL WATER AUSTRALIA PTY LIMITED ACN 114271108

(ADMINISTRATOR APPOINTED)

PW SYSTEMS PTY LIMITED ACN 114 271162

(ADMINISTRATOR APPOINTED)

PERPETUAL WATER LIMITED ACN 105 976 585

(ADMINISTRATOR APPOINTED)

HENRYKAZAR

AND

**JEFFBRAD INVESTMENTS PTY LTD ACN 000 807 205 ABN [] ATF
THE BRADVAN FAMILY TRUST**

Deed of Assignment

TABLE OF CONTENTS

1.	<i>Definitions & Interpretation</i>	2
2.	<i>Assignment of IP Rights</i>	2
	<i>SCHEDULE</i>	4

This Deed is made the 18 day of November 2008

BETWEEN:

Perpetual Water Australia Pty Limited ACN 114 271 108 (Administrator Appointed) by its Administrator Henry Kazar of Kazar Slaven, Level 3, 11 National Circuit, Barton in the Australian Capital Territory (**PWA**);

AND

PW Systems Pty Limited ACN 114 271 162 (Administrator Appointed) by its Administrator Henry Kazar of Kazar Slaven, Level 3, 11 National Circuit, Barton in the Australian Capital Territory (**PWS**);

AND

Perpetual Water Limited CAN 105 976 565 (Administrator Appointed) by its Administrator Henry Kazar of Kazar Slaven, Level 3, 11 National Circuit, Barton in the Australian Capital Territory (**PWL**);

(jointly and severally referred to in this deed as the **Assignor**);

AND

Henry Kazar of Kazar Slaven, Level 3, 11 National Circuit, Barton in the Australian Capital Territory (**Administrator**)

AND

Jeffbrad Investments Pty Limited ACN 000 807 205 ABN [] ATF The Bradvan Family Trust whose registered office is c/- Cox Business Accountants, Efkon House, 18-24 Trenerry Street, Weston ACT 2611 (**Assignee**).

Operative Provisions

1. Definitions & interpretation

1.1 In this deed, the following words and phrases have the meaning set out below:

Deed for Sale means the deed of agreement for the sale of certain intellectual property and related rights between the Vendors, Administrator and Jeffrey Edwin Bradley dated 30 October 2008 as amended by a further deed of agreement between those same parties including the Assignee dated 14 November 2008;

IP Rights means the rights in relation to current registrations and as an applicant for registration of the intellectual property rights set out in Items 1 to 5 of the Schedule;

Purchase Price means the 'Purchase Price' for the 'Assets' as those terms are so defined in the Deed for Sale.

2. Assignment of IP Rights

2.1 In consideration of payment of the Purchase Price, payment of which is acknowledged as having been received by the Administrator in his capacity as administrator of the Assignor, in accordance with the terms and conditions agreed to in the Deed for Sale, the Assignor hereby covenants that it has assigned to the Assignee the Assignor's present and future rights as the registered proprietor or applicant for registration, as the case may be, to the IP Rights.

2.2 The Assignor agrees:

- (a) to do all acts and execute all documents, at the reasonable request and expense of the Assignee, on a full indemnity basis, in accordance with the Deed for Sale, which are necessary or may be desirable for:
 - (i) recognising and effecting the registration of the Assignee as the assignee of the IP Rights; and
 - (ii) further assuring the right, title and interest of the Assignee to the IP Rights; and
- (b) not to do anything which may directly or indirectly prejudice or invalidate any IP Rights or the Assignor's assignment to the Assignee.

- 2.3 The Administrator executes this Deed in his capacity and role as the administrator and agent of the Assignor pursuant to section 437A of the Corporations Act, 2001 to procure the discharge of the Assignor's obligations.

Governing Law and Jurisdiction

- 2.4 This Deed is governed by and is to be construed in accordance with the laws in force in the Australian Capital Territory.
- 2.5 Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Joint and Several Liability

- 2.6 An obligation of two or more persons binds them jointly and severally.

SCHEDULE
IDENTIFIED IP RIGHTS FOR ASSIGNMENT
AS AT COMPLETION

Item 1: Business Name(s)

The Assignor's rights to register/re-register the following names as ACT Business Names:

- 'Perpetual Water'
- 'Perpetual Water Canberra'

Item 2: Patent rights

a. The Assignor's rights as the registered proprietor of the following granted patent in Australia:

Patent Number: 2005/201711

Patent Name: Method and apparatus for removing contaminants from water.

b. The Assignor's rights as the registered proprietor of, or applicant for the following provisional patents:

Australian Provisional Patent Number: 2007/900846

Australian Provisional Patent Name: Apparatus and method for removing contaminants from water.

Australian Provisional Patent Number: 2008/902203

Australian Provisional Patent Name: Apparatus for removing contaminants from water

c. The Assignor's rights as the applicant for the following patents (including divisional, continuation and additional applications relating to the invention) in respect of:

International Patents - USA

Patent Application Number: 11/018,938

Patent Name: Method and apparatus for removing contaminants from water.

d. International Patents - USA

Patent Application Number: 60/923,565

Patent Name: Apparatus and method for removing contaminants from water.

e. The Assignor's rights as the applicant for the following International Patent Applications (Applications Lodged under Patent Co-operation Treaty (PCT), including the right to commence national country by country patent registration applications pursuant to the Patent Co-operation Treaty:

Patent Number: PCT/AU2005/000568

Patent Name: Method and apparatus for removing contaminants from water.

Patent Number: Patent Application No: PCT/AU2008/00213

Patent Name: Apparatus and method for removing contaminants from water.

f. The Assignor's rights as the applicant for national registrations of a patent in respect of Patent Application No. PCT/AU2005/00568 (Method and apparatus for removing contaminants from Water) filed as a national application in the following countries, (and including such further applications (if any), such as divisional applications, continuation applications and additional applications that are derived from the invention to which the national application relates):

- ii. United States- 11/018,938.
- iii. Japan – JP2007-508673.
- iv. Canada – 2,562,365.
- v. Singapore – 200607166-6.
- vi. China – 2.0058E+11.
- vii. India – to be advised.
- viii. Israel - 178718.
- ix. Republic of Korea – 10-2006-7021874.
- x. European Patent Office – 5733423.7.
- xi. Indonesia – W-00200602990.
- xii. United Arab Emirates – to be advised.
- xiii. South Africa – 2006/09148.

Item 3: Trade Mark rights

The Assignor's rights as the registered proprietor of the following granted and registered trade marks:

Australia

Trademark No: and Description

- No: 1015955 Perpetual Water and device.
- No: 1065876 Perpetual Water - Home®.
- No: 1065878 Making Grey Water Blue®.
- No: 1148750 Water Rich Life®.
- No: 1163371 Perpetual Water - Laundry®.
- No: 1163333 Perpetual Water - Apartment®.
- No: 1188818 GardenAngel by Perpetual Water & device®.

United States

Trademark No: and Description

- No: 3,275,322 - Perpetual Water and device.

European community**Trademark No: and Description**

No: 863,718 - Perpetual Water and device.

World Intellectual Property organisation - Madrid Protocol**Trademark No: and Description**

No: 863,718 - Perpetual Water and device.

The Assignor's rights (if any) in, and to seek registration as the registered proprietor of, the following unregistered trade marks:

'Making Grey Water Blue'™

'Grey Water Ready'™

'The Catchment'™

Item 4: Design rights

The Assignor's rights as the registered proprietor of the following granted and registered design:

Australian Design No: 315585

Australian Design description: Grey Water Ready® 'Sump'

The Assignor's rights (if any) in, and to seek registration as the registered proprietor of the following unregistered designs:

Perpetual Water – Home® - 'Settling Tank' design

Garden Angel® - 'Settling Tank' design.

Item 5: Domain Name rights

The Assignor's rights to use and deal with the following domain names and all copyright and associated rights in and to the use of the website(s) using such domain names:

(a) www.perpetualwater.com.au; and

(b) www.perpetualwater.com.

EXECUTION PAGE**Executed as a deed**Signed by **HENRY JOSEPH KAZAR**

Before me:

Witness:_____
Henry Joseph Kazar_____
Name of WitnessSigned by **HENRY JOSEPH KAZAR** in
his capacity as Administrator of Perpetual
Water Pty Ltd (In Administration) ACN
114271 108

Before me:

Witness:_____
Henry Joseph Kazar_____
Name of WitnessSigned by **HENRY JOSEPH KAZAR** in
his capacity as Administrator of PW
Systems Pty Ltd (In Administration) ACN
114271 162

Before me:

Witness:_____
Henry Joseph Kazar_____
Name of Witness

Signed by **HENRY JOSEPH KAZAR** in
 his capacity as Administrator of Perpetual
 Water Limited (In Administration) ACN
 105976565

Before me:

 Witness:

 Henry Joseph Kazar

 Name of Witness

Executed as a deed by)
Jeffbrad Investments Pty Limited ACN)
000 807 205 ABN [] ATF The Bradvan)
Family Trust
 in accordance with its constitution

(Common Seal Optional)



 Signature of Director/Secretary
Sole

.....
 Signature of Director

JEFFREY EDWIN BRADLEY

 Name of Director/Secretary
Sole

.....
 Name of Director

.....
 Signature of Witness

.....
 Signature of Witness

.....
 Name of Witness

.....
 Name of Witness

EXECUTION PAGE

Signed by **HENRY JOSEPH KAZAR**

Before me:

Witness

Henry Joseph Kazar

Name of Witness

Signed by **HENRY JOSEPH KAZAR**
in his capacity as Administrator of
Perpetual Water Pty Ltd (In
Administration) ACN 114 271 108

Before me:

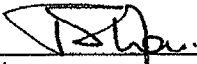
Witness

Henry Joseph Kazar

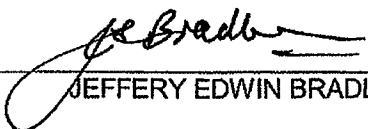
Name of Witness

Signed by JEFFERY EDWIN
BRADLEY:

Before me:



Witness



JEFFERY EDWIN BRADLEY

NILKOLAI JOHN RYMONS

Name of Witness