

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Universal Water Technologies, LLC	07/01/2005
RECEIVING PARTY DATA	
Name:	WSI Wastewater Treatment, LLC
Street Address:	51 Franklin Street
Internal Address:	Suite 301
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6251287
Patent Number:	6572817
CORRESPONDENCE DATA	
Fax Number:	(703)685-0573
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	STetu@young-thompson.com
Correspondent Name:	Young & Thompson
Address Line 1:	209 Madison Street
Address Line 2:	Suite 500
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	5662-529
NAME OF SUBMITTER:	Benoit Castel
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

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INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 1st day of July, 2005, by Universal Water Technologies, LLC, a Colorado limited liability company ("UWT"), for the benefit of WSI Wastewater Treatment, LLC, a Colorado limited liability company ("WSI").

RECITALS

On the date hereof, the owners of WSI contributed all of the membership interests in WSI to WSI Associates, LLC, a Delaware limited liability company ("Associates") in exchange for membership interests in Associates (the "Transaction"). As a part of the Transaction, the owners of WSI (who are also the owners of UWT) agreed to cause UWT to assign and transfer to WSI all of the intellectual property rights owned by UWT.

NOW, THEREFORE, in consideration of the foregoing, UWT agrees as follows:

1. The foregoing Recitals are incorporated herein by reference.
2. In consideration of the Transaction, UWT does unconditionally, absolutely and irrevocably transfer and assign unto WSI on an "as is where is basis" all that the property, right, title, interest, estate, and benefit of UWT into, over or upon the intellectually property rights of UWT (including but not limited to U.S. Patent No. 6,572,817), TO HAVE AND TO HOLD the said intellectual property rights absolutely forever from the date hereof.
3. UWT hereby declares and confirms that on and from the date hereof it has no right, title, interest or benefit whatsoever, into, over or upon the said intellectual property rights hereby assigned by UWT to WSI.
4. The parties hereby undertake to do and perform, sign, swear and execute all such further and other acts, deeds, documents, matters or things as may be required by UWT or considered necessary, desirable or proper to give effect to the transfer and assignment of the said intellectual property rights.
5. The failure, with or without intent, of any party to insist upon the performance (in strict conformity with the literal requirement(s) by the other party of any term or stipulation of this Agreement) shall not be treated or deemed to constitute a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such party at any time whatsoever thereafter to insist upon performance by the other party strictly in accordance with any terms or provisions hereof.
6. The parties confirm and acknowledge that this Agreement shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any

party unless arising out of the specific provisions of this Agreement. No amendment, modification or addition to this Agreement shall be effective or binding on either of the parties unless set forth in writing and executed by them through their duly authorized representatives; and subject to obtaining requisite approval, if any, following such execution.

7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, UWT enters into this Agreement as of the date hereof.

UNIVERSAL WATER TREATMENT, LLC

By: [Signature]
William M. Fields, Managing Member

STATE OF Massachusetts)
COUNTY OF Dorset) ss

I HEREBY CERTIFY that on this 1st day of July, 2005, before me, the subscriber, a Notary Public of the State of Massachusetts, personally appeared William M. Fields known to me (or satisfactorily proven) to be the person subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 5/18/2013

WSI/Intellectual Property Assignment Agreement (UWT) 07-05