

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name              | Execution Date |
|-------------------|----------------|
| BASIN WATER, INC. | 12/30/2009     |

RECEIVING PARTY DATA

|                   |                               |
|-------------------|-------------------------------|
| Name:             | ENVIROGEN TECHNOLOGIES, INC.  |
| Street Address:   | TWO KINGWOOD PLACE            |
| Internal Address: | 700 ROCKMEAD DRIVE, SUITE 105 |
| City:             | KINGWOOD                      |
| State/Country:    | TEXAS                         |
| Postal Code:      | 77339                         |

PROPERTY NUMBERS Total: 7

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 60243647 |
| Application Number: | 09999606 |
| Application Number: | 10001185 |
| Application Number: | 11085961 |
| Application Number: | 11409384 |
| Application Number: | 11931943 |
| Application Number: | 11932035 |

CORRESPONDENCE DATA

Fax Number: (650)949-2065

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 650.305.2699

Email: debbie@swisstanner.com

Correspondent Name: Gerald F. Swiss

Address Line 1: Swiss Tanner, P.C.

Address Line 2: P.O. Box 1749

501055564

PATENT  
REEL: 023725 FRAME: 0127

OP \$280.00 60243647

Address Line 4: Los Altos, CALIFORNIA 94023-1749

ATTORNEY DOCKET NUMBER:

333158-0101

NAME OF SUBMITTER:

Gerald F. Swiss

Total Attachments: 9

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### ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BASIN WATER, INC. (hereinafter referred to as "ASSIGNOR"), having its principal place of business at P.O. Box 1400, Rancho Cucamonga, California 91729, is the owner of the entire right, title and interest of any inventions that relate to or could be derived from:

| ATTY. DKT. NO. | APPL. NO.  | PATENT NO. | TITLE  |
|----------------|------------|------------|--|
| 333158-1050X   | 60/243,647 |            | HIGH EFFICIENCY ION EXCHANGE SYSTEM FOR REMOVING CONTAMINANTS FROM WATER             |
| 333158-1050    | 09/999,606 | 6,706,195  | HIGH EFFICIENCY ION EXCHANGE SYSTEM FOR REMOVING ARSENIC FROM WATER                  |
| 333158-1051    | 10/001,185 | 6,878,286  | HIGH EFFICIENCY ION EXCHANGE SYSTEM FOR REMOVING CONTAMINANTS FROM WATER             |
| 333158-1054    | 11/085,961 | 7,041,223  | HIGH EFFICIENCY ION EXCHANGE SYSTEM FOR REMOVING CONTAMINANTS FROM WATER             |
| 333158-1055    | 11/409,384 | 7,361,281  | HIGH EFFICIENCY ION EXCHANGE SYSTEM AND METHOD FOR REMOVING CHROMIUM FROM WATER      |
| 333158-1059    | 11/931,943 |            | HIGH EFFICIENCY ION EXCHANGE SYSTEM FOR REMOVING NITRATE CONTAMINANTS FROM WATER     |
| 333158-1060    | 11/932,035 |            | HIGH EFFICIENCY ION EXCHANGE SYSTEM FOR REMOVING PERCHLORATE CONTAMINANTS FROM WATER |

by virtue of the ASSIGNMENT from Peter L. Jensen, Gerald A. Guter and Dan Zioli, as originally recorded at Reel/Frame 012462/0977 on January 10, 2002, and subsequently recorded at Reel/Frame 021075/0349 on June 10, 2009, and 021075/0376 on June 10, 2008 (a copy of which is attached hereto as Attachment A); and the ASSIGNMENT from Peter L. Jensen, Gerald A. Guter and Dan Zioli, as originally recorded at Reel/Frame 015352/0185 on May 20, 2004 (a copy of which is attached hereto as Attachment B). ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

ENVIROGEN TECHNOLOGIES, INC.  
TWO KINGWOOD PLACE  
700 ROCKMEAD DRIVE, SUITE 105  
KINGWOOD, TX 77339

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries

as set forth in the above inventions, as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified Invention Disclosure and all applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) ~~to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto;~~ (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

SBH 12/30/09

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

Executed this 30<sup>th</sup> day of December, 2009.

Scott B. Hamilton

Signature

Scott B. Hamilton

Name

General Counsel

Title

for

BASIN WATER, INC.

P.O. Box 1400

Rancho Cucamonga, California 91729

# **Attachment A**

# ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by PETER L. JENSEN, GERALD A. GUTER, and DAN ZIOL, residing at 4540 CARMELLO STREET, SAN DIEGO, CA 92107, 215 MONTE VISTA, SAN CLEMENTE, CA 92672 and 39 FULTON AVENUE, PASADENA, CA 91107 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in HIGH EFFICIENCY ION EXCHANGE SYSTEM FOR REMOVING CONTAMINANTS FROM WATER set forth in an application for Letters Patent of the United States,

- (1) ☒ which is a provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. 60/243,647, and filed on OCTOBER 25, 2000; or
- (2) ☐ which is a non-provisional application
  - (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
  - (b) ☐ bearing Application No.   , and filed on   ; or
  - (c) ☐ to be filed; and

WHEREAS, BASIN WATER, INC., a corporation duly organized under and pursuant to the laws of CALIFORNIA and having its principal place of business at 550 WEST "C" STREET, 19<sup>TH</sup> FLOOR, SAN DIEGO, CA 92101-3540 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

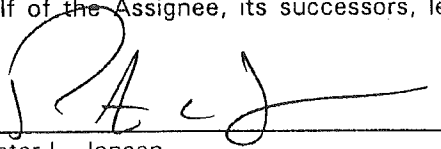
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

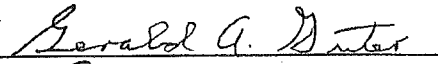
AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the


AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 10-9-2001 Signature of Assignor   
Peter L. Jensen

Date 10-9-2001 Signature of Assignor   
Gerald A. Guter

Date 10-9-2001 Signature of Assignor   
Dan Zioli



# **Attachment B**

**ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Basin Water, Inc.  
8731 Prestige Court  
Rancho Cucamonga, CA 91730

(hereinafter ASSIGNEE) its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**HIGH EFFICIENCY ION EXCHANGE SYSTEM FOR  
REMOVING ARSENIC FROM WATER**

as set forth in this United States Patent Application

*check one*     ☐ executed concurrently herewith,  
                  ☐ executed on \_\_\_\_\_,  
                  ☒ Serial No. 09/999,606    Filed 10/25/2001

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

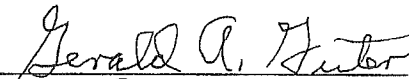
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.


Date: 12 May 04

Date: 12 May 04

Date: 12 May 04

  
PETER L. JENSEN

  
GERALD A. GUTER

  
DAN ZIOL