

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Roger Heron	04/03/2009
<b>RECEIVING PARTY DATA</b>	
Name:	I2O Water Ltd.
Street Address:	Epsilon House
Internal Address:	University of Southampton Science Park
City:	Southampton
State/Country:	UNITED KINGDOM
Postal Code:	SO16 7NS
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12532566
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NAME OF SUBMITTER:	Bradley J. Hulbert
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**PATENT**  
**REEL: 023880 FRAME: 0001**



## AGREEMENT

THIS AGREEMENT is made the 3 day of APRIL 2009

BETWEEN

ROGER HERON of 30 Church Lane, Stagsden, Bedford, MK43 8SH (hereinafter called "the Inventor")

FLUID CONTROLS (UK) LIMITED, a British company (number 3483232) of Rowlands House, Parnobello Road, Birtley, County Durham, DH3 2RY (hereinafter called "Fluid Controls")

AND

I2O WATER LTD, a British company (number 5617487) of Epsilon House, University of Southampton Science Park, Southampton, SO16 7NS (hereinafter called "I2O")

### 1. DEFINITIONS

"The Priority Application" means UK Patent application 0705538.7 filed on 22 March 2007 with the title *Pilot Valve for a Pressure Reducing Valve*;

"The Second Priority Application" means UK Patent application 0722343.1 filed on 14 November 2007 with the title *Pilot Valve and Control System for a Pressure Reducing Valve*;

"The International Application" means International Patent Application PCT GB2008/001018 filed on 20 March 2008 with the title *Pilot Valve for a Pressure Reducing Valve*;

"The Inventions" means the pilot valves, parts thereof and all inventions relating to the pilot valves and parts thereof, which are disclosed in the Priority Application, the Second Priority Application or the International Application;

### 2. BACKGROUND

2.1 The Inventor has contributed to the Inventions.

2.2 At least some of the Inventor's contributions to the Inventions were made whilst the Inventor was retained as a consultant by Fluid Controls.

2.3 Fluid Controls and the Inventor have agreed that all rights in the Inventions arising from the Inventor's contributions are to be owned by I2O.

2.4. On 4 April 2007 Fluid Controls executed an assignment to I2O of intellectual property rights in a product with the intention that the definition of the product should encompass the contributions made by the Inventor to the pilot valve disclosed in the Priority Application.

2.5. The Inventor and Fluid Controls have agreed to enter into this Agreement in order to ensure that all rights in the Inventions arising from the Inventor's contributions or from other activities carried out by Fluid Controls should be owned by I2O.

### 3. TERMS

3.1 **IN CONSIDERATION OF** the premises and the sum of One Pound Sterling (£1) now paid by the I2O to each of the Inventor and Fluid Controls, the receipt of which is hereby acknowledged by each of the Inventor and Fluid Controls, the Inventor and Fluid Controls **HEREBY AGREE AS FOLLOWS.**

3.2 Each of the Inventor and Fluid Controls **CONFIRM THEIR ASSENT** to the filing of (i) the Priority Application and the Second Priority Application in the name of I2O; and (ii) the International Application in the name of I2O for all territories outside of the United States of America and in the name of the Inventor and another inventor, Andrew Burrows, for the United States of America.

3.3 Each of the Inventor and Fluid Controls **CONFIRM OWNERSHIP** by I2O of all such rights as the Inventor and Fluid Controls have respectively had in or arising from the Inventions, and to such extent as may be necessary to effect such ownership by I2O each **HEREBY ASSIGNS** to I2O all such rights as the Inventor or Fluid Controls may have respectively in or arising from the Inventions as of the date of this Agreement.

3.4 For the avoidance of doubt, the rights in or arising from the Inventions referred to in paragraph 3.3 above include:-

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- (i) All right title and interest in and to the Inventions in any country of the world;
  - (ii) All right title and interest in and to and arising from the Priority Application and the Second Priority Application, including the right to claim priority under any national, regional or international law or treaty from the filing dates of either or both of them;
  - (iii) The right to file applications for, and be granted, patents, utility models or other intellectual property rights in respect of any country of the world, whether national, regional or international, in respect of the Inventions, including divisional, continuation, substitute, extension and re-issue patent applications, in the name of I2O or in the name of the Inventor or in the name of any other party designated by I2O, whether jointly or solely.
  - (iv) All right title and interest in and to and arising from the International Patent Application, including the right to enter national and regional phases of the International Patent Application in the name of I2O for all territories available except the United States of America and in the name of the Inventor, alone or jointly, in respect of the United States of America.

(v) All copyright in any written matter, drawings, computer software or any other literary or artistic works associated with the Inventions.

(vi) All design rights in respect of any products or parts thereof incorporating the Inventions.

3.5 Each of the Inventor and Fluid Controls hereby covenant with I2O if and when required by I2O and at the expense of I2O to sign execute and do all such further documents acts or things as may be necessary or desirable to enable I2O or I2O's successors and assigns to procure and enjoy the full and exclusive benefit of the Inventions and all other rights assigned herein, including if required the execution of assignments and the execution of documents in connection with applications for patents, utility models, registered designs, design patents, copyright or any other intellectual property rights in the name of I2O or its successors and assigns or in the name of the Inventor, whether alone or jointly with any other person, or in the name of any other person designated by I2O. Without prejudice to the generality of the foregoing the Inventor hereby covenants with I2O if and when required by I2O and at the expense of I2O to provide assistance in any disputes concerning intellectual property in the Inventions, including the provision of evidence as to the Inventor's contributions and the manner in which those contributions were made.

3.6 In the event of any application for patents, utility models, registered designs, design patents or any other intellectual property rights in the United States or any other country of the world where it is necessary or desirable for the application to be filed in the name of the Inventor, whether alone or jointly with any other person, all rights in such application shall be held in trust for I2O by the Inventor until assignment of the application to I2O is recorded. The Inventor hereby authorizes I2O to appoint Patent Attorneys or other intellectual property representatives to cause any such application to be filed and prosecuted in the name of the Inventor and to record an assignment of the application to I2O.

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3.7 For the avoidance of doubt the Inventor confirms that by this Agreement the Inventor hereby assigns to I2O all of the Inventor's rights in respect of any United States national phase of the International Patent Application and undertakes to execute an inventor's oath or declaration in respect of such national phase as required by the United States Patent Office.

3.8 The Inventor and Fluid Controls each hereby confirm their consent to the filing of International Patent Application PCT/GB2008/000265 filed on 24 January 2008 with the title *Controller and Control System for a Pressure Reducing Valve* which discloses the pilot valves and parts thereof which are disclosed in the Priority Application, the Second Priority Application and the International Application.

3.9 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart

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3.10 This Agreement shall be construed and adjudicated under the laws of England and the parties submit to the sole jurisdiction of the English courts.

Executed by the parties as of the day and year first above written.

*R. A. Heron*

Roger Heron

in the presence of

*J. Heron*

*30 Church Lane  
Slagsden*

Fluid Controls (UK) Limited by:

Name:

Position:

in the presence of

I2O Water Ltd by:

*[Signature]*

Name:

*ANDREW BURROWS*

Position:

*TECHNICAL DIRECTOR*

in the presence of

*J. How*  
*JANE HOWE*

*FINANCE MANAGER*

*147 LADWELL*

PATENT