

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.	01/27/2010
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: 1	
Property Type	Number
Application Number:	10388320
CORRESPONDENCE DATA	
Fax Number:	(650)949-2065
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
Address Line 4:	Los Altos, CALIFORNIA 94023-1749
ATTORNEY DOCKET NUMBER:	333158-1100
NAME OF SUBMITTER:	Gerald F. Swiss
<p>Total Attachments: 8</p> <p>source=333158-1100assignment#page1.tif</p> <p>source=333158-1100assignment#page2.tif</p>	

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PATENT
REEL: 023958 FRAME: 0256

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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
333158-1100	10/388,320	6,908,560	ZERO BRINE, ZERO RINSE WATER PROCESS FOR TREATMENT OF CONTAMINATED DRINKING WATER FOR REMOVAL OF ARSENIC

by virtue of the ASSIGNMENT from Gerald A. Guter, as recorded at Reel/Frame 014586/0270 on October 14, 2003 (a copy of which is attached hereto as Attachment A). ASSIGNOR has sold, assigned, and transferred, and by this 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.

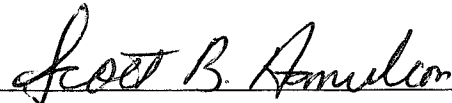
ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

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 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.

Executed this 27th day of January, 2010.



Signature

Scott B. Hamilton

Name

General Counsel

Title

for

BASIN WATER, INC.

P.O. Box 1400

Rancho Cucamonga, California 91729

Attachment A

{00018010. }



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 14 2004

MAY 10, 2004

PTAS



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SWISS LAW GROUP LLC
WILLIAM H. BENZ
BUILDING 3, PALO ALTO SQUARE
3000 EL CAMINO REAL, SUITE 100
PALO ALTO, CA 94306

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/14/2003

REEL/FRAME: 014586/0270
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GUTER, GERALD A.

DOC DATE: 10/02/2003

ASSIGNEE:

BASIN WATER, INC.
550 WEST "C" STREET, 19TH FLOOR
SAN DIEGO, CALIFORNIA 92101-3540

SERIAL NUMBER: 10388320

FILING DATE: 03/12/2003

PATENT NUMBER:

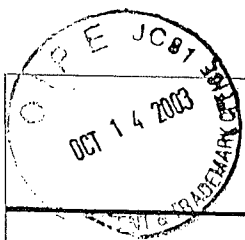
ISSUE DATE:

TITLE: ZERO BRINE, ZERO RINSE WATER PROCESS FOR TREATMENT OF CONTAMINATED DRINKING WATER FOR REMOVAL OF ARSENIC

DOCKET NUMBER: 33158-005

014586/0270 PAGE 2

THERESA FREDERICK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



10-17-2003



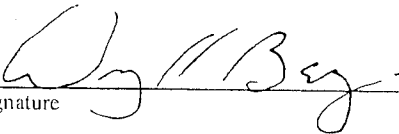
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Attorney Docket Number
33158-005

10/14/03

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Gerald A. Guter		2. Name and address of receiving party(ies): Name: Basin Water, Inc. Address: 550 West "C" Street, 19 th Floor, San Diego, CA 92101-3540	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		Country (if other than USA):	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment Security Agreement Other		Merger Change of Name	
Execution Date: <u>October 2, 2003</u>			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) <u>10/388,320</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: William H. Benz SWISS LAW GROUP LLC Building 3, Palo Alto Square 3000 El Camino Real, Suite 100 Palo Alto, CA 94306		6. Number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41):\$ 40.00 (enclosed) <input checked="" type="checkbox"/> Authorized to charge deposit account, if necessary 8. Deposit account number: <u>50-2859</u>	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> William H. Benz 25,952  October 8, 2003 Name of Person Signing Reg. No. Signature Date Total number of pages including cover sheet: <u>3</u>			

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

10/16/2003 ECOOPER 00000260 10388320

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ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by GERALD A. GUTER, residing at 215 MONTE VISTA, SAN CLEMENTE, CA 92672 (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in THE ZERO BRINE, ZERO RINSE WATER PROCESS FOR THE TREATMENT OF CONTAMINATED DRINKING WATER FOR REMOVAL OF ARSENIC set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
 - (a) ☐ bearing Application No. __, and filed on __;
 - (b) ☐ to be filed herewith; or
- (2) ☒ which is a non-provisional application
 - (a) ☒ bearing Application No. 10/388,320 and filed on MARCH 12, 2003;
 - (b) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
 - (c) ☒ having an oath or declaration executed on a different date than this Assignment; 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, 19TH 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 Assignor has sold, assigned, transferred, and set over, and by these presents does 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 application, 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 behoof and the use and behoof 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 Assignor had this sale and assignment not been made;

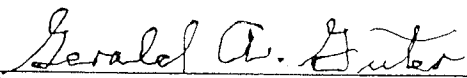
AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and 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 Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor 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 Assignor hereby authorizes and requests 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 Assignor hereby requests the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Date 10-2-03 Signature of Assignor


GERALD A. GUTER