

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Rajan G. RAJAN</td> <td>05/19/2010</td> </tr> <tr> <td>Mathu RAJAN</td> <td>05/19/2010</td> </tr> <tr> <td>Raja RAJAN</td> <td>05/18/2010</td> </tr> <tr> <td>Ken WILLIAMS</td> <td>01/10/2008</td> </tr> </tbody> </table>		Name	Execution Date	Rajan G. RAJAN	05/19/2010	Mathu RAJAN	05/19/2010	Raja RAJAN	05/18/2010	Ken WILLIAMS	01/10/2008
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Rajan G. RAJAN	05/19/2010										
Mathu RAJAN	05/19/2010										
Raja RAJAN	05/18/2010										
Ken WILLIAMS	01/10/2008										
RECEIVING PARTY DATA											
Name:	ZERO TECHNOLOGIES, LLC										
Street Address:	4510 Unit E Adams Circle										
City:	Bensalem										
State/Country:	PENNSYLVANIA										
Postal Code:	19020										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12673121</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12673121						
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Application Number:	12673121										
CORRESPONDENCE DATA											
Fax Number:	(703)776-9701										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	703.776.9700										
Email:	info@jalindeman.com										
Correspondent Name:	J.A. LINDEMAN & CO., PLLC										
Address Line 1:	3190 Fairview Park Drive										
Address Line 2:	Suite 480										
Address Line 4:	Falls Church, VIRGINIA 22042										
ATTORNEY DOCKET NUMBER:	030.0007-US00										
NAME OF SUBMITTER:	Joseph A. Parisi										
Total Attachments: 5											

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**PATENT
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ASSIGNMENT

WHEREAS We, the below named inventors, hereinafter referred to as Assignors, have made an invention entitled:

WATER FILTERING AND DISPENSING SYSTEM AND SYSTEM FOR FILTERING, STORING, DELIVERING, AND TESTING WATER

for which We filed PCT International Application on August 15, 2008 (International Application No. PCT/US08/073326); and U.S. Provisional Application on August 15, 2007 (No. 60/956,123); and

WHEREAS, Zero Technologies, LLC, a corporation of U.S.A. whose post office address is 4510 Unit E Adams Circle, Bensalem, PA, 19020 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to these applications and the Letters Patent to be issued upon these applications;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, We, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, U.S. Provisional Patent Application No. 60/956,123, filed August 15, 2007, International Application No. PCT/US08/073326 filed on August 15, 2008, and all utility applications, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of these applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that We have the full right to convey the interest assigned by this Assignment, and We have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

AND, WE HEREBY authorize and request the attorneys we have empowered in the Declaration and Power of Attorney in these applications, to insert here in parentheses (International Application No. PCT/US08/073326, filed August 15, 2008; and U.S. Provisional Application No. 60/956,123, filed August 15, 2007) the filing date and application number of said applications when known.

/

IN TESTIMONY WHEREOF, We have hereunto set our hands.

Name: Rajan G. Rajan
Address: 1105 William Penn Drive
Bensalem, PA 19020, U.S.A.
By: *Rajan G. Rajan*
Date: 5/19/10

Name: Mathu Rajan
Address: 1105 William Penn Drive
Bensalem, PA 19020, U.S.A.
By: *Mathu Rajan*
Date: 5/19/10

Name: Raja Rajan
Address: 31 Falcon Lane
Delanco, NJ 08075, U.S.A.
By: *RR*
Date: 5/19/2010

Name: Ken Williams
Address: 12 Richard Lane
Middle Island, NY 11953, U.S.A.
By: _____
Date: _____

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**EMPLOYEE CONFIDENTIALITY AND DUTY OF LOYALTY ACKNOWLEDGMENT WITH
COMPANY RIGHTS TO INTELLECTUAL PROPERTY
AND ASSIGNMENT OF INVENTIONS.**

I, Ken Williams (hereinafter "Employee"), in consideration of my access to and/or continued access to Confidential Information during the course of my employment with Zero Technologies LLC ("the Company") hereby acknowledge as follows:

1. Employee recognizes and acknowledges that by reason of Employee's employment by and service with the Company, Employee has and will continue to have access to Confidential Information of the Company, which is defined as including, without limitation, all information relating to the Company, whether oral or written, including information relating to the Company's technologies and all portions thereof, and the Company's businesses, prospective business opportunities, assets, operations, finances, all technical and non-technical information, copyright, trade secret and proprietary information, techniques, inventions, innovations, specifications, business plans, designs, routines, programs, manuals, ideas, concepts, business methods, know-how, processes, and software programs. Confidential Information also includes, without limitation and whether oral or written, information concerning research, experimental work, development, financial information, customer information, customer lists, procurement requirements, pricing information, business forecasts, sales and merchandising and marketing plans and information related to the current, future and proposed products and services of Company.
2. Employee acknowledges that such Confidential Information is a valuable and unique asset and agrees that Employee will not, either during employment or after the termination of employment, disclose any such Confidential Information to any person for any reason whatsoever (except as Employee's duties as an employee of the Company may require) without the prior written authorization of the Company, unless such information is in the public domain through no fault of Employee or except as may be required by law.
3. Employee recognizes that Employee owes a duty of loyalty to the Company, and in furtherance of that duty, agrees that during Employee's employment with the Company, Employee will not, directly or indirectly own, manage, operate, finance, or be connected as an officer, director or partner, with any agency, business or enterprise, public or private, which is, owns or operates, directly or through an affiliated or subsidiary organization, an agency, business or enterprise which competes with Employer in devices for the filtration or purification of water or the sale or distribution of any water product that provides for drinking water. Further, Employee agrees that during Employee's employment with the Company, Employee shall not be engaged as an employee, agent or consultant for any such agency, business or enterprise to the extent that Employee's duties as an employee, agent or consultant for such agency, business or enterprise relate in any way to the provision of services in competition with those provided by the Company.
4. Employee further acknowledges that, during Employee's employment with the Company, Employee will not, either directly or indirectly, on behalf of any other entity or person,

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
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- (i) call on or solicit any person, firm, corporation or other entity who or which, during the time of Employee's employment with the Company was a customer of the Company; or
- (ii) solicit the employment of or hire as a consultant any person who was employed by or served as a consultant to the Company on a full or part time basis during the time the Employee was employed by the Company, unless such person was involuntarily discharged or voluntarily terminated his or her relationship with the Company prior to the Employee's termination of employment.

5. **Ownership of Inventions.** Any and all inventions, processes, procedures systems, discoveries, designs, configurations, technology, works of authorship, trade secrets and improvements (whether or not patentable and whether or not they are made, conceived or reduced to practice in connection with the Employee's employment with the Company or using the Company's data or facilities) (collectively, the "Inventions") which the Employee makes, conceives, reduces to practice, or otherwise acquires during the Employee's employment with the Company and for one (1) year thereafter (either solely or jointly with others), and which are related to the Company's present or planned business, services or products, shall be the sole property of the Company. All Inventions that consist of works of authorship capable of protection under copyright laws shall be considered "works made for hire", with the understanding that the Company shall own all of the exclusive rights to such works of authorship under the United States copyright law and all international copyright conventions and foreign laws.

6. **Assignment of Inventions.** The Employee hereby assigns to the Company, without further compensation, all such Inventions and any and all patents, copyrights, trademarks, trade names or applications therefore, in the United States and elsewhere, relating thereto. The Employee shall promptly disclose to the Company and to no other party all such Inventions and shall provide reasonable assistance to the Company for its own benefit in obtaining and enforcing patents and copyright registrations on such Inventions in all countries. Upon request, the Employee shall execute all applications, assignments, instruments and papers and perform all acts (such as giving of testimony in interference proceedings and infringement suits or other litigation) necessary or desired by the Company to enable the Company and its successors, assigns and nominees to secure and enjoy the full benefits and advantages of the Inventions. If, after the termination of Employee's employment with the Company, the Company seeks the Employee's assistance as set forth above, the Company is required to pay for all expenses incurred in doing so and compensate the Employee at a reasonable rate for the time spent by the Employee providing such assistance, including travel time.

7. **Necessary Instruments.** In the event that the Company is unable, after reasonable effort (including without limitation the sending of written notice to Employee's residence with adequate time for a response), to secure the Employee's signature on any documents or instrument necessary to secure trademarks, letters patent, copyrights or other analogous protection relating to an Invention, whether because of the Employee's physical or mental capacity or for any other reason whatsoever, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Employee's agent and attorney-in-fact, to act for and in the Employee's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the

Initial 

prosecution and issuance of trademarks, letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by the Employee.

8. **Records of Inventions.** The Employee agrees to keep and maintain adequate and current written records of all Inventions (in the form of notes, sketches, drawings or in any other form that may be specified by the Company), which records shall be available to and remain the sole property of the Company at all times. The Employee further agrees that the Employee shall not make, use or knowingly permit to be used any records, notes, memoranda, papers, drawings, specifications, programs, digital data, or other materials of any nature relating to any Invention or any matter within the scope of the business of the Company, its parent or its subsidiaries or affiliates, if any, or concerning any of their respective dealings or affairs otherwise than for the benefit of the Company.

9. **Delivery of Inventions.** Immediately upon the termination or cessation of the Employee's employment with the Company, or at any time upon the Company's request, the Employee shall deliver or cause to be delivered all of the items set forth in section 5 above, together with any Inventions in the Employee's possession, and all copies thereof to the Company, at its main office, and shall not retain any copies thereof (in any form or on any medium whatsoever, including without limitation, on any computer hard drive or any personal computer). All information stored on computers that belong to the Company, including e-mail, word processing documents or other data, whether or not the information relates to the Company, is the property of the Company. Any property situated on the Company's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time without notice.

10. Employee acknowledges that the provisions set forth above are reasonable and necessary to protect the legitimate interests of the Company, and that a violation of any of these provisions will cause irreparable harm to the Company.

11. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company. This Acknowledgement may be assigned by the Company without Employee's consent.

12. This Acknowledgement may not be modified or amended except by a writing executed by Employee and an officer of the Company. Nothing in this Acknowledgement shall be construed as giving Employee the right to be retained in the employ of the Company.

13. This Acknowledgement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws principles.

Intending to be legally bound, Employee acknowledges below.

K. Williams
Print Name

[Signature]
Employee Signature

Dated: 1/10/08

Initial [Signature]