

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
DR. PHOSPHATE, INC.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC
Internal Address: _____
Street Address: 101 W. Washington Street, Suite 1400E
City: Indianapolis
State: Indiana
Country: USA Zip: 46204
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) December 26, 2009
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Assignment with 50% undivided interested transferred

4. Application or patent number(s):
A. Patent Application No.(s)
B. Patent No.(s)
 This document is being filed together with a new application.
7,560,031
Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: McDonnell Boehnen Hulbert & Berghoff LLP
Internal Address: _____
Street Address: 300 South Wacker Drive
City: Chicago
State: Illinois Zip: 60606
Phone Number: 312-913-0001
Fax Number: 312-913-0002
Email Address: docketing@mbhb.com

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
Deposit Account Number 13-2490
Authorized User Name David M. Frischkorn

9. Signature: _____ /David M. Frischkorn/ _____ August 6, 2010
Signature Date
David M. Frischkorn Total number of pages including cover sheet, attachments, and documents: 15
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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Form PTO-1595 (Rev. 03-09)
OMB No. 0851-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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Additional name(s) of conveying party(ies) attached? Yes No

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Authorized User Name David M. Frischkorn

9. Signature:

/David M. Frischkorn/
Signature

July 21, 2010
Date

David M. Frischkorn
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (877) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 7460, Alexandria, V.A. 22311-7460

CH \$10.00 132490 7560031

PATENT INTEREST ASSIGNMENT

THIS PATENT INTEREST ASSIGNMENT is entered into as of December 24, 2009 (this "Assignment") by Dr. Phosphate, Inc., a Florida corporation with operations at Post Office Box 1765, Highland City, Florida 33846 (together with its successors and permitted assigns, "Assignor").

RECITALS:

WHEREAS, Assignor is engaged in the business of developing and implementing technologies and processes for the treatment of certain types of waste water from fertilizer plants, including through the use of the United States patent (the "Patent") specified in Exhibit A hereto (the "Business");

WHEREAS, Veolia Water North America Operating Services, LLC, a Delaware limited liability company ("Assignee"), desires to purchase an undivided fifty percent (50%) interest (the "Process Interest") in the Patent and associated goodwill, and Assignor desires to sell and transfer the Process Interest to Assignee; and

WHEREAS, Assignor and Assignee have entered, together with certain other parties, into that certain Process Assignment Agreement of even date herewith (as amended, restated, supplemented or otherwise modified, the "Assignment Agreement") providing, among other things and subject to the terms and conditions set forth therein, for the assignment by Assignor to Assignee of the Process Interest, and that certain Joint Ownership Agreement of even date herewith (as amended, restated, supplemented or otherwise modified, the "Ownership Agreement") providing, among other things and subject to the terms and conditions set forth therein, for the use and exploitation of the Patent [Patent Application]; and

WHEREAS, the Assignor desires to execute and deliver this Assignment for the purpose of effecting the transfer of the Process Interest.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained in the Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby assigns and sets over unto Assignee the following:

An undivided fifty percent (50%) right, title and interest in and to the Patent and any patent, issue, reissue, continuation, continuation-in-part, revisions, divisional, divisional-in-part, substitution, extension or reexamination thereof, whether related to such Patent directly or through one or more intervening issued patents or pending patent applications, together with the goodwill of the Business related to the Patent.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, as provided in the Assignment Agreement all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.
3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.
4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
5. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the Assignor and Assignee, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF) AND, TO THE EXTENT APPLICABLE, THOSE UNITED STATES LAWS, RULES AND REGULATIONS GOVERNING PATENTS. ASSIGNOR HEREBY EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN HOUSTON, TEXAS FOR ANY LAWSUIT FILED THERE AGAINST ASSIGNOR BY ASSIGNOR ARISING FROM OR RELATING TO THIS ASSIGNMENT.

7. Definitions. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Assignment Agreement.
8. Successors and Assigns. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall not be construed to confer any right or benefit upon any person, firm or entity other than the Assignor, the Assignee and their respective successors and assigns.
9. Survival. All representations, warranties, covenants, indemnifications and obligations set forth in the Assignment Agreement and the Ownership Agreement shall survive the execution and delivery of this Assignment and shall remain in full force and effect in accordance with their respective terms to the extent provided in the Assignment Agreement or the Ownership Agreement.

[Remainder of page intentionally blank. Signature page next follows.]

IN WITNESS WHEREOF, Assignor has caused this Patent Interest Assignment to be executed as of the date first written above.

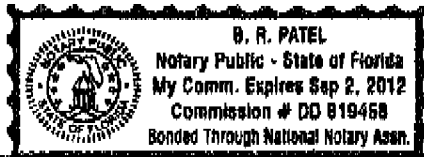
DR. PHOSPHATE, INC.
("Assignor")

By: [Signature]
Name: Vaughn Astley
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF Polk)

On this 26 day of December, 2009 before me appeared Vaughn Astley, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

[Signature]
Notary Public



My commission expires:
09/02/2012

SCHEDULE A

<u>Patent No.</u>	<u>Patent Description</u>	<u>Date of Patent</u>
US 7,560,031 B1	Process for Treating Pond Water	July 14, 2009

PATENT INTEREST ASSIGNMENT

THIS PATENT INTEREST ASSIGNMENT is entered into as of December 24, 2009 (this "Assignment") by Dr. Phosphate, Inc., a Florida corporation with operations at Post Office Box 1765, Highland City, Florida 33846 (together with its successors and permitted assigns, "Assignor").

RECITALS:

WHEREAS, Assignor is engaged in the business of developing and implementing technologies and processes for the treatment of certain types of waste water from fertilizer plants, including through the use of the United States patent (the "Patent") specified in Exhibit A hereto (the "Business");

WHEREAS, Veolia Water North America Operating Services, LLC, a Delaware limited liability company ("Assignee"), desires to purchase an undivided fifty percent (50%) interest (the "Process Interest") in the Patent and associated goodwill, and Assignor desires to sell and transfer the Process Interest to Assignee; and

WHEREAS, Assignor and Assignee have entered, together with certain other parties, into that certain Process Assignment Agreement of even date herewith (as amended, restated, supplemented or otherwise modified, the "Assignment Agreement") providing, among other things and subject to the terms and conditions set forth therein, for the assignment by Assignor to Assignee of the Process Interest, and that certain Joint Ownership Agreement of even date herewith (as amended, restated, supplemented or otherwise modified, the "Ownership Agreement") providing, among other things and subject to the terms and conditions set forth therein, for the use and exploitation of the Patent [Patent Application]; and

WHEREAS, the Assignor desires to execute and deliver this Assignment for the purpose of effecting the transfer of the Process Interest.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained in the Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

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4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
5. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the Assignor and Assignee, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
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[Remainder of page intentionally blank. Signature page next follows.]

IN WITNESS WHEREOF, Assignor has caused this Patent Interest Assignment to be executed as of the date first written above.

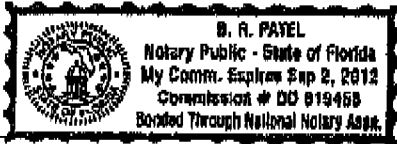
DR. PHOSPHATE, INC.
("Assignor")

By: [Signature]
Name: Vaughn Astley
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF PALE)

On this 26 day of December, 2009 before me appeared Vaughn Astley, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

[Signature]
Notary Public



My commission expires:
09/02/2012

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<u>Patent No.</u>	<u>Patent Description</u>	<u>Date of Patent</u>
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