

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Sylvan Source, Inc.	09/22/2010

RECEIVING PARTY DATA

Name:	SSI Acquisition Entity, LLC
Street Address:	600 Sharon Park Drive, No. D-203
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 28

Property Type	Number
Application Number:	11994832
Application Number:	60676870
PCT Number:	US0615859
PCT Number:	US0625994
Application Number:	60697106
Application Number:	60697107
PCT Number:	US0439991
Application Number:	11444911
PCT Number:	US0439993
Application Number:	11444912
PCT Number:	US0640103
Patent Number:	7678235
Application Number:	60727106
Application Number:	60748496
PCT Number:	US0640553

CH \$1120.00 11994832

Application Number:	12090248
Application Number:	60778680
Application Number:	60779201
PCT Number:	US0705270
Application Number:	12281608
Application Number:	60896224
PCT Number:	US0803744
Application Number:	12531922
Application Number:	61097835
PCT Number:	US0957277
Application Number:	61168501
PCT Number:	US1030759
Application Number:	61294392

CORRESPONDENCE DATA

Fax Number: (650)462-7850
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6502897850
Email: oreganc@gtlaw.com
Correspondent Name: Cecily Anne O'Regan
Address Line 1: 2450 Colorado Avenue, Suite 400E
Address Line 2: PATENT DOCKETING
Address Line 4: Santa Monica, CALIFORNIA 90404

ATTORNEY DOCKET NUMBER:	036177.010600
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NAME OF SUBMITTER:	Cecily Anne O'Regan
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Total Attachments: 13
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "*Agreement*") is made as of September 22, 2010, by and between Sylvan (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Sylvan Source, Inc. (the "*Seller*"), and SSI Acquisition Entity, LLC, a California limited liability company (the "*Buyer*"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of September 22, 2010, (the "*Asset Purchase Agreement*"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, by resolution of the board of directors of Sylvan Source, Inc., a California corporation ("*Sylvan Source*"), and with the consent of the shareholders of Sylvan Source, on September 1, 2010, Sylvan Source, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Seller, and in so doing has also designated Seller to act as the assignee for the benefit of creditors of Sylvan Source (the "*General Assignment*");

WHEREAS, pursuant to the terms of the General Assignment Agreement all of Sylvan Source's right, title and interest in its assets were assigned to Seller, including Sylvan Source's patents and patent applications and related rights, including rights to each and every underlying patent application to which priority was or is claimable and to which the application was or could have been assigned to Seller; and

WHEREAS, Seller is selling certain Sylvan Source assets acquired pursuant to the General Assignment to Buyer pursuant to the Asset Purchase Agreement and Buyer and Seller desire to memorialize the transfer to Buyer of all patents and patent applications and related rights, including to each and every underlying patent application to which priority was or is claimable and to which the application was or could have been assigned to Buyer.

NOW, THEREFORE, BE IT KNOWN, pursuant to the Asset Purchase Agreement, Seller has conveyed, assigned, transferred, delivered and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto said Buyer, its successors and assigns, (1) the entire worldwide right, title and interest in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications which were held by Seller immediately prior to the consummation of the Asset Purchase Agreement, including without limitation those set forth in Schedule A hereto, and to each and every underlying patent application to which priority was or is claimable and to which the application was or could have been assigned to Buyer, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Patent Assignment had not been made; (2) the full and complete right to file patent applications in the name of Seller

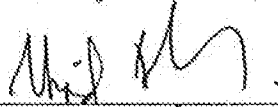
and Sylvan Source or its designee, at Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (3) the entire right, title and interest in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

AND Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Sylvan (assignment for the benefit of creditors), LLC has caused this Patent Assignment to be signed by its duly authorized officer as of September 22, 2010.

Sylvan (assignment for the benefit of creditors, LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Sylvan Source, Inc.:

By: 
Name: Michael J. Moran
Title: VP

SSI Acquisition Entity, LLC

By: _____
Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On 9/22/2010
Date

before me, Hangama Aziz, Notary Public
Here Insert Name and Title of the Officer

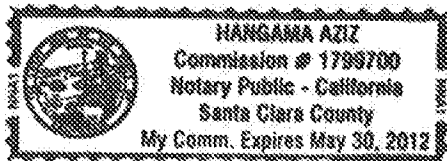
personally appeared Michael A. Maida
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hangama Aziz
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

IN WITNESS WHEREOF, Sylvan (assignment for the benefit of creditors), LLC has caused this Patent Assignment Agreement to be signed by its duly authorized officer as of the date first written above.

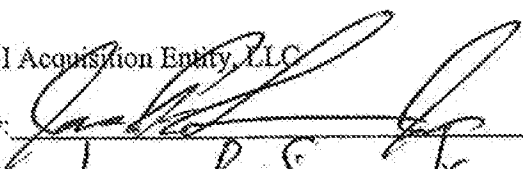
Sylvan (Assignment for the benefit of Creditors), LLC

By: _____

Name: _____

Title: _____

SSI Acquisition Entity, LLC

By:  _____

Name: James P. Simms, Jr.

Title: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

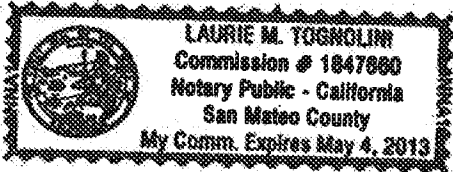
State of California

County of SAN MATEO }

On 9/22/10 before me, Laurie M. Tognolini
Date Here Insert Name and Title of the Officer

personally appeared JAMES P. SIMMONS, JR.
(Name) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Laurie M. Tognolini
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PATENT ASSIGNMENT AGREEMENT

Document Date: 9/22/10 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer is Representing: _____

Signer is Representing: _____

Schedule A

Schedule A

Appin No.	Title	Appin Date	Appin Status	Publication No.	Publication Date
60/876879	Solar Alignment Device	5/2/2005	Expired		
PCT/US06/15859	Solar Alignment Device	4/28/2005	Expired		
PCY/US06/39984	Water Purification System	6/29/2006	Expired	WO/2007/008491	1/18/2007
11/394,632	Water Purification System	7/15/2008	Published	US/2009/0101493	4/23/2008
2613306	Water Purification System	6/29/2006	Pending		
200680024811.3	Water Purification System	6/29/2006	Pending		
06774466.4	Water Purification System	6/29/2006	Pending		
2008-620334	Water Purification System	6/29/2006	Published	2009-600164	1/8/2009
MX/a/2005/000067	Water Purification System	6/29/2006	Pending		
60/697,106	Apparatus For Restoring the Mineral Content of Drinking Water	7/8/2005	Expired		
60/697,107	Damister Apparatus	7/8/2005	Expired		
PCT/US04/39991	Fully Automated Water Processing Control System	12/1/2004	Expired	WO/2005/056154	6/23/2005
11/444,911	Automated Water Processing Control System	6/31/2006	Abandoned		
2553655	Fully Automated Water Processing Control System	12/17/2004	Pending		
04812498.4	Fully Automated Water Processing Control System	12/17/2004	Pending		

Appln No.	Title	Appln Date	Appln Status	Publication No.	Publication Date
07167025.7	Fully Automated Water Processing Control System	12/1/2004	Pending		
2006-542668	Fully Automated Water Processing Control System	12/1/2004	Pending		
Patent No. 265072	Fully Automated Water Processing Control System	12/1/2004	Granted		
PCT/US04/29893	An Improved Self-Cleaning Water Processing Apparatus	12/1/2004	Expired		
11/444,912	Water Processing Apparatus	5/31/2006	Abandoned		
2553651	An Improved Self-Cleaning Water Processing Apparatus	12/1/2004	Pending		
04812600.9	An Improved Self-Cleaning Water Processing Apparatus	12/1/2004	Pending		
07162985.6	An Improved Self-Cleaning Water Processing Apparatus	12/1/2004	Pending		
2006-542669	An Improved Self-Cleaning Water Processing Apparatus	12/1/2004	Pending		
Patent No. 265071	An Improved Self-Cleaning Water Processing Apparatus	12/1/2004	Granted		
PCT/US06/40103	Water Purification System	10/19/2006	Expired	WO/2007/047443	4/26/2007
Patent No. 7,978,235	Water Purification System	10/19/2005	Granted	US/2007/0084719	4/19/2007

Appin No.	Title	Appin Date	Appin Status	Publication No.	Publication Date
P060104543	Water Purification System	10/18/2006	Pending		
2628508	Water Purification System	10/13/2006	Published	CA 2 626 508	4/26/2007
200680047583.2	Water Purification System	10/13/2006	Published	CN/101355994	1/28/2009
06816868.1	Water Purification System	10/13/2006	Abandoned		
4270/DELNP/2008	Water Purification System	10/13/2006	Published	n/a	8/1/2008
2008-538687	Water Purification System	10/13/2006	Published	2009/512549	3/25/2009
10-2008-7011895	Water Purification System	10/13/2006	Pending		
MX/a/2008/009014	Water Purification System	10/13/2006	Pending		
095136579	Water Purification System	10/18/2006	Published	WO/2007/020194	8/1/2007
60727,106	Energy-Efficient Distillation System	10/14/2005	Expired		
60748,498	Energy-Efficient Distillation System	12/7/2005	Expired		
PCT/US06/40593	Energy-Efficient Distillation System	10/18/2006	Expired	WO/2007/047674	4/26/2007
12/090,248	Energy-Efficient Distillation System	9/9/2008	Published	US/2009/021821U	9/3/2009
60778,680	Demister Cyclone	3/3/2006	Expired		

Appln No.	Title	Appln Date	Appln Status	Publication No.	Publication Date
607779.201	Containment Prevention	3/2/2006	Expired		
PCT/US07/065270	Containment Prevention	3/2/2007	Expired	WO/2007/103117	9/13/2007
12/281,808	Containment Prevention	2/16/2008	Published	US/2009/0306820	12/17/2008
892/2008	Containment Prevention	3/2/2007	Pending		
1471/2008	Containment Prevention	3/2/2007	Pending		
193874	Containment Prevention	3/2/2007	Pending		
7589/DEL.NP/2008	Containment Prevention	3/2/2007	Published	n/a	9/28/2008
162/2008	Containment Prevention	3/2/2007	Pending		
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60/886,224	Water Purification System	3/21/2007	Expired		
PCT/US08/003744	Water Purification System	3/21/2008	Expired	WO/2008/115578	9/25/2008
12/531,922	Water Purification System	1/20/2010	Published	US/2010/0163472	7/1/2010
200880014789.8	Water Purification System	3/21/2008	Published	CN/101678367	3/24/2010
08727081.7	Water Purification System	3/21/2008	Pending		
GCC/P/2008/11628	Water Purification System	3/21/2008	Pending		
2010-500939	Water Purification System	3/21/2008	Pending		
<hr/>					
61/097,835	Large-Scale Water Purification and Desalination	9/17/2008	Pending		

Appln No.	Title	Appln Date	Appln Status	Publication No.	Publication Date
PCT/US09/87277	Large-Scale Water Purification and Desalination	8/17/2009	Published	WO/2010/033675	3/25/2010
81/168,501	Method and System for Reduction of Scaling in Purification of Aqueous Solutions	4/10/2009	Expired		
PCT/US10/00758	Method and System for Reduction of Scaling in Purification of Aqueous Solutions	4/12/2010	Pending		
2010-19852	Method and System for Reduction of Scaling in Purification of Aqueous Solutions	4/10/2010	Pending		
81/294,382	Heat Transfer Interface	1/12/2010	Pending		

PATENTS

1. United States patent application, number 11/255083, application date 10/19/2005, title "Water Purification System".
2. United States provisional patent, number 60/697,104, title "Water Purification System".
3. United States provisional patent, number 60/526,580, title "An Improved Self Cleaning Water Processing Apparatus".
4. United States provisional patent, number 60/526,530, title "Fully Automated Water Processing Control System".