

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Biothane Systems International BV	12/22/2010
RECEIVING PARTY DATA	
Name:	Veolia Water Solutions & Technologies Support
Street Address:	l'Aquarene, 1 place Montgolfier
City:	Saint Maurice
State/Country:	FRANCE
Postal Code:	94417
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11993838
Application Number:	12159986
Application Number:	12159388
CORRESPONDENCE DATA	
Fax Number:	(919)854-2084
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-854-1844
Email:	kmcdermott@coatsandbennett.com
Correspondent Name:	Larry L. Coats
Address Line 1:	1400 Crescent Green, Suite 300
Address Line 4:	Cary, NORTH CAROLINA 27518
ATTORNEY DOCKET NUMBER:	6460-183
NAME OF SUBMITTER:	Larry L. Coats
Total Attachments: 11 source=biothanebv_001#page1.tif source=biothanebv_001#page2.tif	

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DEED OF ASSIGNMENT OF TRADEMARK, DOMAIN NAMES AND PATENTS

THE PRESENT ASSIGNMENT DEED IS MADE BY AND BETWEEN ON 23 DECEMBER 2010 :

BIOTHANE SYSTEMS INTERNATIONAL BV, a Netherlands company corporation registered in the Companies Register under the n° 27267973, having its registered office located Thanthofdreef 21, PO Box 5068, 2623 EW Delft, Netherlands, represented by its legal representative Mr FRANKIN Rob acting in his capacity as Managing Director thereof,

Hereafter referred as "**the Assignor**"

On the one hand,

And :

VEOLIA WATER SOLUTIONS & TECHNOLOGIES SUPPORT, a privately held joint-stock company with limited liability ("société par actions simplifiée") duly existing and registered under the laws of France, with Company Trade Registry in Créteil under No. 433 962 586 and with registered office located at l'Aquarène, 1 place Montgolfier, 94417 Saint Maurice, France, duly represented by Mr Jérôme Coutant acting in his capacity as President thereof,

Hereafter referred as "**the Assignee**",

On the other hand,

The Assignor and the Assignee are both hereafter referred as "the Parties".

Preamble:

On May, 2008 Veolia Water Solutions & Technologies (holding of the Assignee) has bought Biothane Corporation and its subsidiaries among which Biothane System International BV (hereinafter the "**Biothane Group**").

Biothane System International BV is the owner of intellectual property (hereinafter "**IP**").

In the framework of a global policy group of optimization of the IP it has been decided to transfer all the IP rights owned by the companies of the Biothane Group among which Biothane System International BV to the Assignee.

The Assignor is the owner of several patents and patent applications in several countries (hereafter referred as "**the Patents**"). A list of the Patents is set forth in Annex 1 of the


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Assignment Deed.

The Assignor is also the owner of some trademark registrations in several countries/territories (hereafter referred as "**the Trademarks**"), particulars of which are detailed in the Annex 2 of the Assignment Deed.

Some of the Patents stand in the name of the Assignor.

Also, the Assignor is the owner of several domain names (hereafter referred as "**the Domain Names**"). A list of these Domains Names is attached herewith in **Annex 3** of the Assignment Deed.

The Assignor signed a licence agreement with Amecon Environmental Consultancy for the Patent Application N° 05 774 782.6 (Deamox) and its potential extensions. By the present, the Assignor agrees and commits itself to assign to the assignee the said licence agreement and to fill in or perform any contractual or legal act or action necessary for having the prior approval of Amecon Environmental Consultancy.

The Assignee wishes to receive ownership of the Patents, Trademarks and Domain Names.

The Assignor is willing to assign the Patents, Trademarks and Domain Names to the Assignee.

Therefore, the Parties have agreed on defining terms and conditions of the Patents, Trademarks and Domain Names assignment from the Assignor to the Assignee.

Thus, it has been agreed that:

Article 1: Statements

The Assignor guarantees having the full ownership of the Patents, Trademarks and Domain Names -as listed in the Annexes 1, 2 and 3 to the present Assignment Deed-, that none of them has been pledged, or granted under licence - or at least that possible licence agreements do not prevent it from transferring ownership of the Patents, Trademarks and Domain Names - and that it can freely assign them.

The Assignor undertakes to hand down to the Assignee as soon as possible all the documents relating to the Patents, Trademarks and Domain Names that could be send to it after the signature of the present Assignment Deed.

The Assignor also undertakes to provide the Assignee with or to execute all the documents that will be necessary to have the correct chain of title recorded vis-à-vis the Patents, Trademarks and Domain Names before the relevant Patent Offices and/or Registrars and/or Trademark Offices.

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a cursive 'h' and a small 'i'.

Article 2: Assignment

The Assignor assigns to the Assignee, who accepts it, the Patents, Trademarks and Domain Names -as listed in the Annexes 1, 2 and 3 to the present Assignment Deed.

The Parties acknowledge that the Annexes might be not exhaustive. If any patent(s), and/or trademark(s) and/or domain name(s) is/are missing in the Annexes, the Parties hereby agree that the said missing patent(s) and/or trademark(s) and/or domain name(s) will become the property of the Assignee and the Price as set out hereinafter will not change.

The Assignor undertakes not to claim any right on these Patents, Trademarks and Domain Names once the present Assignment Deed has been signed.

Article 3: Price

In consideration of the present Assignment, the Assignee will pay to the Assignor a sum of one million eighty eight thousand of Euros (€ 1,088,000), exclusive of tax.

This sum is deemed to be definitely owed to the Assignor and cannot be paid back to the Assignee, whatsoever the reason.

The sum owed to the Assignor shall be paid within a period of five (5) days from the signature of the present Assignment Deed by the Parties. The payment shall be made by the Assignee on the following bank account of the Assignor whose references are:

Bank account number 51.81.04.230 at ABN Bank, Delft, The Netherlands
BIC: ABNANL2R and IBAN: NL38ABNA0518104230
Biothane Systems International B.V
Tanthofdreef 21
P.O. Box 5068 2600 GB Delft The Netherlands

Article 4: Warranty

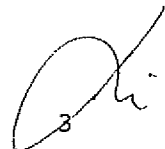
The Assignor only guarantees the material existence of the Patents, Trademarks and Domain Names.

Should any of the Patents, Trademarks and Domain Names be not granted or be judged invalid later on by a Court judgment, the Assignee undertakes not to claim any damages or reimbursement of the sum or a part of the sum paid to the Assignor.

Article 5: Recordal, registration and fees

5.1. Recordal of the assignment

Recordal of this assignment before the relevant registers will be done and paid by the Assignee.



Possible recordal(s) of previous transfer(s) of ownership and/or changes of name, address and/or legal form will be also done and paid by the Assignee. However, the Assignor undertakes to record previous transfer(s) of ownership and/or changes of name, address and/or legal form should a Patent and/or Trademark Office requires it to do so and/or make it impossible to the Assignee to record such former changes it did not take part to.

Similarly, the Assignee will be in charge of the registration of this assignment before the relevant Tax Authorities.

5.2. Fees

The Assignor declares that all fees relating to the Patents, Trademarks and Domain Names including registration fees, examination fees or renewal fees of the Patents, Trademarks and Domain Names that were due until the date of signature of the present Assignment deed have been duly paid by the Assignor. The Parties agree that all such fees that would be owed from the date of signature shall be paid by the Assignee.

However, fees incurred by recordals that can only be made by the Assignor as exposed under Article 5.1, shall be borne by the Assignor.

Article 6: Legal actions

The Assignor declares it has not initiated any litigation proceeding and that it is not part of any litigation proceeding relating to the Patents, Trademarks and Domain Names.

The Assignee shall be the sole person entitled to sue for infringing acts against the Patents, Trademarks and Domain Names made before this assignment.

Article 7: Choice of law and choice of courts

The present Assignment shall be governed by French law.

Any litigation or challenge relating to the construction or the execution of the present Assignment Deed that could not be solved by amicable agreement between the Parties, shall be judged by the Paris High Court ("Tribunal de Grande Instance de Paris").

Article 8: Miscellaneous

8.1: Whole consent of the Parties

The present Assignment Deed represents the whole agreement between the Parties. It replaces and revokes any oral or written, whether formal or implied, agreement having the same subject matter as this Assignment Deed and having been signed by the Parties before the signature of the present Assignment Deed.


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8.2: Date of enforcement

The present Assignment Deed shall take effect from the date it has been signed by both Parties.

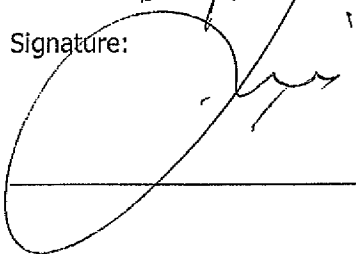
Done in 4 original deeds copies

For the Assignor
Mr FRANKIN Rob

Date: 22/12/2010

Place: Delft

Signature:




For the Assignee
Mr COUTANT Jérôme

Date:

Place:

Signature



Annex 1: Patents in the name of Biothane Systems International BV

Fam.	Title	Country	Status	Patent App N°	Filing Date	Patent or Publication N°	Grant date	Expiration	Owner
VWS-BC001	Fluidised bed process	South Korea	Granted	KR88-13134	08/10/1988	KR970006920	17/10/1997	30/04/2012	Biothane Systems International B.V.N
VWS-BC002	Improved Fluidised bed process and apparatus	South-Korea	Granted	KR88-13135	08/10/1988	KR960013337	12/03/1997	04/10/2011	Biothane Systems International B.V.N.
VWS-BSI002	Capacity measurement of an anaerobic sludge bed reactor	EP	Published	EP04075827.8	12/03/2004	Pub EP1574482		2024	Biothane Systems International BV
VWS-BSI003	Three-phase separator for an upflow sludge bed reactor	EP	Published	EP05729400.1	31/03/2005	Pub EP1740505		2025	Biothane Systems International BV
VWS-BSI005	Anaerobic purification of heated waste water	EP	Published	EP06747576.4	26/06/2006	Pub EP1893537		2026	Biothane Systems International BV
		USA	Published	US11/993838	26/06/2006	US-2009-0266761		2026	Biothane Systems International BV
VWS-BSI001	Process and reactor for anaerobic waste water purification	AU	Pending	2007203833	05/01/2007			2027	Biothane Systems International BV
		BR	Pending	PI 0706345-8	05/01/2007			2027	Biothane Systems International BV
		CA	Pending	2636281	05/01/2007			2027	Biothane Systems International BV
		CN	Published	200780001901.0	05/01/2007	Pub 101378998		2027	Biothane Systems International BV

Fam.	Title	Country	Status	Patent App N°	Filing Date	Patent or Publication N°	Grant date	Expiration	Owner
VWS-BSI001	Process and reactor for anaerobic waste water purification	EA	Pending	20870151	05/01/2007			2027	Biothane Systems International BV
		EP	Published	07709123.9	05/01/2007	Pub EP1979273		2027	Biothane Systems International BV
		HK	Published	09107876.5	05/01/2007	Pub 1129653A		2027	Biothane Systems International BV
		ID	Published	W002000802230	05/01/2007	Pub 048.3791A		2027	Biothane Systems International BV
		IN	Pending	2819/KOLNP/2008	05/01/2007			2027	Biothane Systems International BV
		JP	Published	2008-549439	05/01/2007	Pub 2009-522096		2027	Biothane Systems International BV
		KR	Pending	10-2008-7019146	05/01/2007			2027	Biothane Systems International BV
		MX	Pending	MX/a/2008/008724	05/01/2007			2027	Biothane Systems International BV
		MY	Pending	PI 20082498	05/01/2007			2027	Biothane Systems International BV
		NZ	Pending	569665	05/01/2007			2027	Biothane Systems International BV
		SG	Pending	200804988-4	05/01/2007			2027	Biothane Systems International BV

Fam.	Title	Country	Status	Patent App N°	Filing Date	Patent or Publication N°	Grant date	Expiration	Owner
WMS-BSI004	Process and reactor for anaerobic waste water purification	US	Published	12/159986	05/01/2007	US-2009-0223890		2027	Biothane Systems International BV
		VN	Pending	1-2008-01923	05/01/2007			2027	Biothane Systems International BV
		ZA	Granted	2008/05886	05/01/2007	2008/05886		05/01/2027	Biothane Systems International BV
		CN	Published	200780001906.3	05/01/2007	101370739		2027	Biothane Systems International BV
		EP	Published	07709122.1	05/01/2007	Pub EP1984305		2027	Biothane Systems International BV
		ID	Published	W002000802229	05/01/2007	Pub 048.3731A		2027	Biothane Systems International BV
		JP	Published	2008-549438	05/01/2007	Pub 2009-522095		2027	Biothane Systems International BV

Fam.	Title	Country	Status	Patent App N°	Filing Date	Patent or Publication N°	Grant date	Expiration	Owner
WMS-BSI004	Process and reactor for anaerobic waste water purification	KR	Pending	10-2008-7019136	05/01/2007	Pub KR20080101886		2027	Biothane Systems International BV
		RU	Published	200813248	05/01/2007			2027	Biothane Systems International BV
		US	Published	12/159388	05/01/2007	US-2009-021197		2027	Biothane Systems International BV
		DE	Granted	07709186.6	31/01/2007	60 2007 005 113.4	03/03/2010	31/01/2027	Biothane Systems International BV
		FR	Granted	07709186.6	31/01/2007	EP 2004799 B1	03/03/2010	31/01/2027	Biothane Systems International BV
WMS-BSI006	Process for producing granular biomass	UK	Granted	07709186.6	31/01/2007	EP 2004799 B1	03/03/2010	31/01/2027	Biothane Systems International BV
		NL	Granted	07709186.6	31/01/2007	EP 2004799 B1	03/03/2010	31/01/2027	Biothane Systems International BV
		RO	Granted	07709186.6	31/01/2007	EP 2004799 B1	03/03/2010	31/01/2027	Biothane Systems International BV
		ID	Published	W002000802468	31/01/2007			2027	Biothane Systems International BV

Patent for which BSI has a license

Fam.	Title	Country	Status	Patent App N°	Filing Date	Patent or Publication N°	Grant date	Expiration	Owner
	Deamox	EP	Published	05774782.6	22/08/2005	EP1805110	11/07/2007	2025	Amecon Environmental Consultancy (worldwide license between Amecon and BSI as part of a cooperation agreement, license not registered with the EPO)

Annex 2 - Trademarks currently standing in the name of Biothane Systems International B.V.

Trademarks	Country	Application number	Application date	Registration Number	Registration Date
BIOBED	Benelux	679495	27/11/1985	413777	01/07/1986 (renewed)
BIOBED	Benelux	701232	07/08/1987	153969	01/02/1988 (renewed)
BIOBED	International			502950	22/05/1986 (renewed)
BIOBED	International			502950A	22/05/1986 (renewed)
BIOBED	International			555998	15/06/1990 (renewed)
BIOTHANE	Benelux	639529	07/11/1980	369501	01/06/1981 (renewed)
BIOTHANE	Benelux	701231	07/08/1987	153968	01/02/1988 (renewed)
BIOTHANE	International			461730	10/06/1981 (renewed)
BIOTHANE	International			555997	15/06/1990 (renewed)



Annex 3 : Domain names

Domain name	Registrant	Registrar	Expiration
biothane.nl	Biothane Systems International BV	Hosting.nl	August 25, 2015 Information non visible au whois.
biothane.co.uk	Biothane Systems Ltd UK Limited Company, (Company number: 3719388) 446 Houldsworth Mill Houldsworth Street Reddish Stockport Cheshire SK5 6DA United Kingdom	Netscalibur UK Ltd	January 20, 2012
Biothane.cn	Biothane Systems International Shanghai Rep Office 荷兰百欧仕系统国际有限公司上海代表处 Oushi International Co., Ltd de Shanghai Representative Office	Guangdong Huyi Technology Co. Ltd.	August 18, 2014

