

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GLV Finance Hungary Kft.	05/13/2012
RECEIVING PARTY DATA	
Name:	Ovivo Luxembourg S.a.r.l.
Street Address:	6C, rue Gabriel Lippman
City:	Munsbach
State/Country:	LUXEMBOURG
Postal Code:	L-5365
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12590152
CORRESPONDENCE DATA	
Fax Number:	8019313090
Phone:	801-931-3151
Email:	loretta.bogaard@glv.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Loretta Bogaard
Address Line 1:	4255 Lake Park Blvd
Address Line 2:	Suite 100
Address Line 4:	Salt Lake City, UTAH 84120
ATTORNEY DOCKET NUMBER:	284-34256-US
NAME OF SUBMITTER:	Loretta Bogaard
Total Attachments: 5 source=284-34256-US assignmt GLV Fin to Ovivo Lux#page1.tif source=284-34256-US assignmt GLV Fin to Ovivo Lux#page2.tif source=284-34256-US assignmt GLV Fin to Ovivo Lux#page3.tif source=284-34256-US assignmt GLV Fin to Ovivo Lux#page4.tif source=284-34256-US assignmt GLV Fin to Ovivo Lux#page5.tif	

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**AGREEMENT ON THE ASSIGNMENT OF INTELLECTUAL PROPERTY AND LOAN  
RECEIVABLES**

Dated as of 13 May 2011

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**BETWEEN:** **GLV Finance Hungary Kft.**, a corporation incorporated under the laws of Hungary, acting through its Luxembourg Branch, herein acting and represented by Olivier Dorier;

(hereinafter referred to as the "**Vendor1**"),

**AND:** **GLV Finance Hungary Kft.**, a corporation incorporated under the laws of Hungary, herein acting and represented by Béla Kakuk and Attila Szedmák;

(hereinafter referred to as the "**Vendor2**", Vendor1 and Vendor2 are hereinafter jointly referred to as the "**Vendors**" and each as a "**Vendor**"),

**AND:** **Ovivo Luxembourg S.à r.l.**, a corporation incorporated under the laws of Luxembourg, herein acting and represented by Olivier Dorier;

(hereinafter referred to as the "**Purchaser**")

(individually hereinafter referred to as a "**Party**" and collectively hereinafter referred to as the "**Parties**")

**- IT IS AGREED AS FOLLOWS: -**

**ARTICLE 1 - RECITALS**

- 1.1 The Vendors agree to sell and the Purchaser agrees to purchase certain assets as further described hereunder.
- 1.2 The Vendors and the Purchaser wish to subject the said sale to the terms and conditions mentioned herein.
- 1.3 The Vendors and the Purchaser declare that the provisions of this Agreement on the Assignment of Intellectual Property and Loan Receivables (the "**Agreement**") have been freely negotiated between them.

**ARTICLE 2 – DEFINITIONS**

- 2.1 "**Assigned Intellectual Property**" means certain intellectual property of the Vendor1 (excluding any royalty payable in relation to such intellectual property of the Vendor1), as set forth in **Appendix 1**;
- 2.2 "**Assigned Loans1**" means certain loan receivables of Vendor1 as creditor (excluding any interest accrued thereon), as set forth in **Appendix 2**;

- 2.3 **"Assigned Loans2"** means certain loan receivables of Vendor2 as creditor (excluding any interest accrued thereon), as set forth in **Appendix 3**;
- 2.4 **"Assigned Loans"** means the Assigned Loans1 and the Assigned Loans2;
- 2.5 **"Assigned Assets"** means the Assigned Intellectual Property as indicated in clause 2.1 above and the Assigned Loans as indicated in clause 2.4 above;
- 2.6 **"Effective Date"** means the date of this Agreement.

### ARTICLE 3 - PURCHASE AND SALE OF THE ASSIGNED ASSETS

#### 3.1 *Description of the Assigned Assets*

The Vendors hereby grant, convey, sell, assign and transfer to the Purchaser all of Vendors' rights, title and interest in and to the property and assets of every kind and description, wherever located, relating to the Assigned Assets and the Purchaser agrees to purchase the Assigned Assets from the Vendors with effect as of the Effective Date.

### ARTICLE 4 – PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE

#### 4.1 *Purchase Price and payment of Purchase Price*

The purchase price for the Assigned Assets paid by or on behalf of the Purchaser to or on behalf of the Vendors (i) is equal to the amount set forth in **Appendix 4** entitled "Purchase Price" (the "**Purchase Price**") which represents the fair market value of the Assigned Assets as at the Effective Date, and (ii) is hereby satisfied in the manner set forth in **Appendix 4**.

### ARTICLE 5 – NO REPRESENTATION AND WARRANTY

- 5.1 The Vendors make no representation or warranty (whether express or implied) whatsoever in connection with the Assigned Assets, whether with respect to the title of ownership or with respect to fitness for a particular purpose or otherwise, and the Purchaser acknowledges that the purchase of the Assigned Assets by it are being effected on an "as is, where is" basis and at the risk of the Purchaser.

### ARTICLE 6 – MISCELLANEOUS

#### 6.1 *Enurement*

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns. All or any part of the Parties' respective rights and obligations under this Agreement may only be assigned with the consent of the Vendors and the Purchaser.

#### 6.2 *Third Party Beneficiaries*

The Parties intend that this Agreement shall not benefit or create any right or cause of action in favour of, any person other than the Parties and their respective successors and permitted assigns and no person, other than the Parties shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding (including arbitral and administrative proceedings), hearing or other forum.

6.3 *Execution of further documents*

The Parties agree to do all things and sign and execute all deeds and documents and do all such other acts or things necessary or required for the carrying out of the purpose and intent of this Agreement.

6.4 *Governing Law*

This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of Luxembourg; the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction of Luxembourg.

6.5 *Recitals and Appendices*

The Recitals to this Agreement and the Appendices attached to this Agreement form an integral part hereof.

6.6 *Severability*



If any term or other provision of this Agreement or any other agreement, document or instrument executed pursuant to this Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other terms and provisions of this Agreement or other agreement, document or instrument shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement or other agreement, document or instrument so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.7 *Amendments*

This Agreement may only be amended, restated, supplemented, have any of its provisions waived or be otherwise modified, in whole or in part, pursuant to a written instrument executed by each of the Vendors and the Purchaser.

6.8 *Counterparts*

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

 - SIGNATURES - 

GLV FINANCE HUNGARY KFT,  
LUXEMBOURG BRANCH  
represented by:  
Name: Olivier Dorler  
Branch manager

OVIVO LUXEMBOURG S.A R.L.  
represented by:  
Name: Olivier Dorler  
Manager



GLV FINANCE HUNGARY KFT.  
represented by:  
Name: Béla Kakuk and Attila Szedmák  
Managing directors

PRODUCT LINE/ TRADEMARK	TITLE	COUNTRY	GLV REF. NO.	SUB CASE	STATUS	PATENT NO.	ISSUE DATE	EXP. DATE	FILE DATE	APPL. NO.
Enviroquip/Clarifier	Clarifier Drive for Waste Water Treatment System	US	284-34236		Granted	5,264,126	11/23/1993	9/14/2012	9/14/1992	07/344,773
Enviroquip/Dewatering/Belt Press	Sludge Filtering Device and Grid System	US	284-34237		Granted	5,240,609	8/31/1993	11/4/2011	11/4/1991	07/786,110
Enviroquip/ECO BLOX™	Membrane Bioreactor with Reduced Air Scour Requirements	US	284-34249		Published			4/20/2009		12/386,675
Enviroquip/ECO BLOX™	Efficient Arrangement of Membrane Bioreactors (Integrated Recycle Strategy for Membrane Bioreactors)	US	284-34253		Published			7/6/2009		12/459,769
Enviroquip/ECO BLOX™	High Rate MBR Operation	US	284-34255		Unfiled					
Enviroquip/ECO BLOX™	Wastewater Treatment System with Ozonation for Microconstituent Removal	US	284-34256		Pending			11/2/2009		12/590,152
Enviroquip/ECO BLOX™	Temperature Control for Improved MBR Operations	US	284-34257		Unfiled					
Enviroquip/ECO BLOX™	Floating Membrane Temperature Control for Improved MBR Operation	US	288-34252		Unfiled					
Enviroquip/ECO BLOX™	Wastewater Treatment System with Membrane Separators and Provision for Storm Flow Conditions (Storm Masters MBR)	US	284-34241		Granted	7,147,777	12/12/2006	5/9/2025	5/9/2005	11/125,595
Enviroquip/MBR	Efficient MBR Operation in Wastewater Treatment (MBR Relax Process)	US	284-34243	C-1-P	Pending				9/22/2008	12/284,490
Enviroquip/MBR	Flat Plate Membrane Bioreactor with a Liquid Air Separator	US	284-34270		Pending			6/14/2010		12/815,235
Enviroquip/MBR	Optimized Fine Screening for Membrane Treatment of Wastewater using Vortex Induced Solids Segregation	US	284-34274		Unfiled					