### 502019542 08/09/2012

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Alternative Wastewater Systems, Inc.	08/02/2012

#### **RECEIVING PARTY DATA**

Name:	Consolidated Treatment Systems, Inc.	
Street Address:	1501 Commerce Center	
City:	Franklin	
State/Country:	ОНЮ	
Postal Code:	45005	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D622581

#### **CORRESPONDENCE DATA**

 Fax Number:
 9374496820

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 937-449-6810

Email: ipdocket@porterwright.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Charles Y. Kidwell, Jr.

Address Line 1: One South Main Street

Address Line 2: Suite 1600

Address Line 4: Dayton, OHIO 45402

ATTORNEY DOCKET NUMBER:	1004601-027364
NAME OF SUBMITTER:	Charles Y. Kidwell, Jr.

Total Attachments: 3

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<u>PATENT</u>

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## PATENT ASSIGNMENT

This ASSIGNMENT is effective as of August 2, 2012 ("Assignment") by ALTERNATIVE WASTEWATER SYSTEMS, INC., an Illinois corporation ("Assignor"), in favor of CONSOLIDATED TREATMENT SYSTESMS, INC., an Ohio corporation ("Assignee"), whose principal business address is 1501 Commerce Consolidation.

WHEREAS, Assignor is the owner of all right, title and interest in the patents listed below ("the Patents") and the inventions claimed therein;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of August \_\_\_, 2012 (the "Purchase Agreement"), among Assignor and Assignee, Assignor has agreed to sell, transfer, assign and deliver to the Assignee and the Assignee has agreed to purchase, acquire and accept from the Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of the Assignor's right, title and interest in, to and under the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. The Patents subject to this Assignment are as follows:

	NoTAPPE D. J.		
Patent No.	Title	Issue Date	
U.S. 6,290,855 B1	Device for Aerating a Body of Water, Method for Aerating a Body of Water	September 18, 2001	
U.S. D622,581 S	Diffuser Head	June 26, 2012	

Assignor hereby sells, assigns, transfers and sets over to Assignee, and its lawful successors and assigns, all of Assignor's undivided right, title and interest in and to the Patents, the inventions claimed therein, and all of Assignor's rights appurtenant thereto, including all of Assignor's right, title and interest to each of the following: the right to apply for any letters patent for said inventions in the United States of America and in any and all foreign countries; any and all other applications for letters patent on said inventions, in whatsoever countries, including all divisional, renewal, substitute and continuation applications based in whole or in part upon said inventions or upon said Patents; any and all letters patents that may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, or continuations of letters patents granted for said inventions or upon said Patents, to the full end of the term or terms for which said letters patents may be issued; every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said inventions; and the right to bring actions for infringement of said Patents occurring prior to and after this Assignment, along with the right to all remedies, including damages, resulting from such infringement, wherein said Patents are all to be held and enjoyed by Assignee, and its successors and assigns, all the same as Assignor would have held and enjoyed had this Assignment not been made.

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- Assignor hereby requests and authorizes the Commissioner of Patents of the 3. United States Patent and Trademark Office and the empowered officials of all other countries to grant, issue and transfer any letters patent for said inventions to Assignee, as assignee of the entire right, title and interest in, to and under said Patents, in accordance with this Assignment.
- To the extent reasonably requested by Assignee, Assignor binds itself, and its 4. successors and legal representatives, to execute and deliver to Assignee, and its successors and assigns, at Assignee's cost and expense, any further documents or instruments and to perform any and all further acts that are necessary, at Assignees cost and expense, to enable or assist Assignee, and its successors and assigns to (a) file applications for letters patent for said inventions in any country in which Assignee may elect to file such applications; (b) vest in Assignee, and its successors and assigns, the title herein conveyed and intended to so be, and to enable such title to be recorded in the United States and each foreign country in which each such application may be filed so that any patent issued thereon shall be issued to vest in Assignee, and its successors and assigns; and (c) bring and prosecute actions for infringement of said Patents occurring prior to or after this Assignment.
- In the event of any conflict between this document and the Asset Purchase 5. Agreement, the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

ALTERNATIVE WASTEWATER SYSTEMS, INC.

By: Donald dauguage

Name: Donald Daveguage

Title: PRESIDENT

**NOTARY PUBLIC:** 

Subscribed and sworn to before me

this 2rd day of August , 2012.

(\$1977 R. VEACHDELL, Notary Public in and for the State of Ohio My Commission Expires May 26, 2016

My commission expires: 5-26-2016

# ACKNOWLEDGED AND ACCEPTED BY:

CONSOLIDATED TREATMENT SYSTEMS, INC.

By:

Name:

Title: KESWEATT

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