

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aniello MANZO	04/05/2011
RECEIVING PARTY DATA	
Name:	ENERGY RECOVERY SYSTEMS INC.
Street Address:	Unit 102 - 4381 Dawson Street
City:	Burnaby
State/Country:	CANADA
Postal Code:	V5C 4B4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13641540
CORRESPONDENCE DATA	
Fax Number:	4169201350
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	416-920-8170
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Correspondent Name:	PERRY + CURRIER INC.
Address Line 1:	1300 YONGE STREET
Address Line 2:	SUITE 500
Address Line 4:	TORONTO, CANADA M4T-1X3
ATTORNEY DOCKET NUMBER:	P2769US00
NAME OF SUBMITTER:	Zoya Tchokrev
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

OP \$40.00 13641540

WORLD-WIDE PATENT ASSIGNMENT

FROM

Aniello MANZO

TO

ENERGY RECOVERY SYSTEMS INC.

1. DEFINITIONS

a) "Assignors" mean:

Aniello MANZO, an individual having an address at Unit 102 – 4381 Dawson Street, Burnaby, British Columbia, Canada, V5C 4B4;

Where the foregoing list only includes one individual, corporation or other entity, then the term "Assignors" as used herein shall be construed in the singular form "Assignor".

b) "Assignee" means **ENERGY RECOVERY SYSTEMS INC.** a British Columbia incorporation having a place of business Unit 102 – 4381 Dawson Street, Burnaby, British Columbia, Canada, V5C 4B4 including its successors and assigns.

c) "Invention" means an invention made by the Assignors and entitled, **RETRO-FIT ENERGY EXCHANGE SYSTEM FOR TRANSPARENT INCORPORATION INTO A PLURALITY OF EXISTING ENERGY TRANSFER SYSTEMS.**

d) "Rights to the Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:

- i) the Invention for Canada, the United States of America and all other foreign jurisdictions;
- ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");
- iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");
- iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,
- v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

2. BACKGROUND

- a) The Assignee wishes to acquire the Rights to the Invention from the Assignors.
- b) Each of the parties agrees to be bound by the provisions of this Assignment.
- c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

3. THE INVENTION

- a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to Assignors for the Rights to the Invention.
- b) Assignors hereby acknowledge the receipt and sufficiency of the consideration received from the Assignee.

c) Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors' Rights to the Invention.

d) Assignors hereby authorize and request the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.

e) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.

f) Assignors hereby undertake without liability at any time upon request to do everything legally possible to assist the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.

4. APPLICABLE LAW AND INTERPRETATION

a) This Assignment is governed and is to be construed and enforced in accordance with the internal laws of the Province of Ontario, without reference to its conflicts of laws principles.

b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.

c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.

d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

STATEMENT BY WITNESS

Signed in the presence of:


Nancy M. Conceicao

Having a Full Postal Address of:

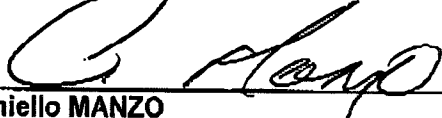
3430 Cambridge Street


Vancouver BC V6K 1M2

I hereby declare that I was personally present and did see **Aniello MANZO** who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.


Witness Signature

SIGNATURE OF Aniello MANZO


Aniello MANZO


Date of Execution