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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

PATENT ASSIGNMENT COVER SHEET

# **CONVEYING PARTY DATA**

Name	Execution Date
MARK MATTHEW SIMON	10/01/2013

## RECEIVING PARTY DATA

Name:	THERMOENERGY CORPORATION
Street Address:	10 NEW BOND STREET
City:	WORCESTER
State/Country:	MASSACHUSETTS
Postal Code:	01606

### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8398855

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Address Line 4: BOSTON, MASSACHUSETTS 02210-2206

ATTORNEY DOCKET NUMBER:	T0677.70018US00
NAME OF SUBMITTER:	MICHAEL J. POMIANEK
Signature:	/Michael J. Pomianek/
Date:	10/18/2013

# Total Attachments: 2

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OP \$40.00 8398855

PATENT REEL: 031436 FRAME: 0947

## **ASSIGNMENT**

- I, the undersigned Assignor, hereby:
- 1. Assign and transfer to ThermoEnergy Corporation, a Delaware Corporation having a place of business at 10 New Bond Street; Worcester, Massachusetts 01606, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in United States Letters Patent granted on March 19, 2013 under No. 8,398,855, bearing Attorney Docket No. T0677.70018US00, and entitled BIOCAST PROCESS, and in and to the Letters Patent and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for patent protection, or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea, on any of the inventions; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on the inventions, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea, as well as the right to sue in its own name and recover damages for past infringement of any United States Letters Patent and foreign patent;
- 2. Agree that the Assignee may apply for and receive patents for the inventions in its own name; and when requested, without charge to (with the exception of payment by ThermoEnergy Corporation of reasonable consulting fees to inventors no longer employed by ThermoEnergy Corporation at the time a request is made) but at the expense of the Assignee, I agree to carry out in good faith the intent and purpose of this assignment, by executing all rightful declarations, oaths, assignments, powers of attorney and other papers, by communicating to the Assignee all facts known to me relating to the inventions and the history thereof, and generally by doing everything reasonably possible which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for the inventions and for vesting title to the inventions and all applications for patents and all patents on the inventions, in the Assignee;
- 3. Request the Director of the United States Patent and Trademark Office to issue the Letters Patent to the Assignee;
- 4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided above, whether discovered prior to or after recordation;
- 5. Covenant with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
- 6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Attorney Docket No. T0677.70018US00

Page 1 of 2

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		Wilbraham, Massachusetts	01095
	Citizenship:	US	
STATE/COMMONWJEALTH	OF massachu	sotto )	
COUNTY OF Hamps	shire:	<del>Vervey</del>	
On this 15th day	of October, 20	13, before me, the undersig	ned notary public,
personally appeared	Mark Matthew Simon	, proved to me through satis	sfactory evidence of
identification, which were	Driver Lu	ense	
to be the person who signed	the preceding or attached	document in my presence and	d swore or affirmed
to me that the contents of the	document are truthful and	accurate to the best of (his)	(her) knowledge
and belief and acknowledged	I to me that (he) (she) signe	ed it voluntarily for its stated p	ourpose.
			`
SEAL	Motary Public	Swight	· ·
	()	,	
My commission expires:	Nec 23, 201	<u> </u>	

Inventor: Mark Matthew Simon
Address: 515 Glendale Road

**RECORDED: 10/18/2013** 

Oct1, 2013
Date

JILLIAN A. CARTWRIGHT
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 23, 2016