

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2763908

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTENSIV-FILTER GMBH & CO. KG	09/18/2012
RECEIVING PARTY DATA		
Name:	HIMENVIRO DEUTSCHLAND GMBH	
Street Address:	VOSSKUHSTR. 63	
City:	VELBERT	
State/Country:	GERMANY	
Postal Code:	42555	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	6551368
	Patent Number:	7094265
	Patent Number:	6604694
CORRESPONDENCE DATA		
Fax Number:	(877)470-9712	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	+49-202-2570371	
Email:	gudrun.draudt@t-online.de	
Correspondent Name:	GUDRUN E. HUCKETT DRAUDT	
Address Line 1:	SCHUBERTSTR. 15A	
Address Line 4:	WUPPERTAL, GERMANY 42289	
ATTORNEY DOCKET NUMBER:	000644 020026 04075	
NAME OF SUBMITTER:	GUDRUN E. HUCKETT DRAUDT	
SIGNATURE:	/Gudrun E. Hockett Draudt/	
DATE SIGNED:	03/12/2014	
Total Attachments: 5		
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Asset Purchase and Transfer Agreement

Between

Attorney/lawyer Dr. Marc d'Avoine, registered office at Bembergstraße 2 - 4, 42103 Wuppertal,

- The Seller -

Acting as the insolvency administrator of the property of the company Intensiv-Filter GmbH
& Co. KG (- The Company -), Voßkuhlstr. 63, 42555 Velbert, district court of Wuppertal, 145 IN
442/12,

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- The Debitrix -

and the company "Himenviro Deutschland GmbH", acting as subsidiary of Himenviro Environ-
mental Technologies Pvt. Ltd., represented by CEO Manoj Garg, represented by attorney Wolf-
gang Dressler, acting on behalf of his power of attorney,

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-The Buyer-

A. Preamble

1. By decision of the district court of August 1st, 2012, the insolvency proceeding concerning the assets of the company mentioned above has been opened.
2. The Seller attorney/lawyer Dr. Marc d'Avoine has been appointed as the insolvency administrator by the district court of Wuppertal, 145 IN 442/12.
3. The Buyer wants to acquire and to continue the business operations of the Debitrix (=debtor). He therefore agrees with the Seller on the following Asset Purchase and Transfer Agreement:

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B. Agreements

1. Object of Sale and Assignments

The Seller hereby sells, cedes and simultaneously transfers to the Buyer who assumes the sale and the cession (assignment) of all of the subsequently defined assets of the Company:

1.1. Company name, know-how, etc. (Intangible fixed assets)

1.1.1. The intangible fixed assets (appendix 1), as far as they are related to the Company site and the business operations are to be transferred. Those include:

- 1.1.1.1. the company name, to the extent that is legally permissible,
- 1.1.1.2. the know-how including any rights associated with it,
- 1.1.1.3. technical documentation, patents, brands, trademarks, rights, construction designs, as well as tangible objects in the possession of the Debitrix such as documents about the administration and sales organization, customer- and supplier lists (with the exception of the accounting records). The seller confirms that he has no knowledge about current claims.
- 1.1.1.4. for 1.1.1.1 – 1.1.1.3 in each case as far as they are not encumbered with third party rights which cannot be redeemed by the Seller out of the purchase price.

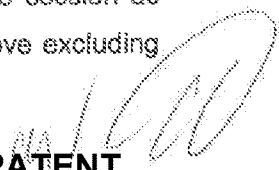
1.1.2. A physical delivery is not owed. New registrations or declarations of intent, which are eventually required, are in the responsibility of the Buyer. For this purpose, the Seller will issue a power of attorney on request of the Buyer.

1.1.3. The Seller hereby cedes the right to the Buyer to utilise the name "Intensiv-Filter" as part of the Company description as far as the use is admissible. The Buyer accepts the cession.

1.2. Tangible Fixed Assets

1.2.1. The Debitrix maintains office and factory space under the above mentioned address. The movable fixed assets, especially the factory and office equipment, and low-value fixed assets have been inventoried by an expert. The stock register is <== known to the parties and is included as part of this contract as Appendix 2. <==

1.2.2. The Seller sells, cedes and transfers to the Buyer, who assumes the cession as seen and without any warranties (off site), all of the assets listed above excluding


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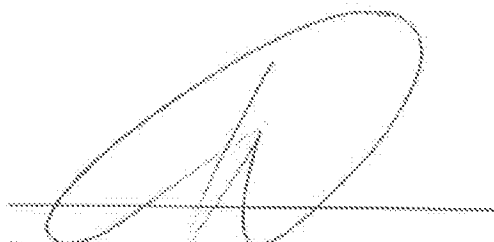
11. General Provisions

- 11.1. Changes or amendments to this contract are only legally valid if they are in writing, and if a different legal form is not required. A waiver of this clause also requires written form.
- 11.2. The Seller and the Buyer obligate themselves are obligated to provide and issue all declarations and/or actions which are required or appropriate to ensure the enforcement of this contract. Each party bears the costs, fees and charges for advisors, agents and other service providers caused in the context with the investigations and negotiations, as well as for the conclusion of the contract.
- 11.3. In the event any provision hereof is or shall become entirely or partly invalid or unenforceable, the validity of the other provisions shall remain unaffected. In lieu of the invalid or unenforceable provisions, such valid and enforceable provision shall be deemed to be agreed upon which correspond as close as possible to the intended economic purpose of the invalid or unenforceable provision. The same shall apply to any supplementary interpretation (ergänzende Vertragsauslegung) of any of the terms of this Agreement. As venue for all disputes arising out of or in connection to this contract, the court of Wuppertal shall have the exclusive jurisdiction. Notwithstanding this, the Seller is entitled to claim against the Buyer at any other place of jurisdiction. This contract shall be exclusively subject to the laws of the Federal Republic of Germany.
- 11.4. This contract (including all Appendixes attached hereto which shall form an integral part of this contract) contains the entire agreement between the Parties.
- 11.5. The effectiveness of this contract is under the precedent condition, that the debtees of the company in their next assembly approve this contract. In case the approval cannot be achieved, there will neither be a reimbursement or compensation obligation between the parties nor any compensation for damages.

Velbert, 18.09.2012



Dr. Marc d'Avoine
Attorney
Insolvency Administrator and Seller
Insolvenzverwalter und Verkäufer



Buyer "Himenviro Deutschland GmbH"
CEO Manoj Garg
repr. by Attorney Wolfgang Dressier

Attachments / Appendices :

1. List intangible assets according to Appendix 1
2. Stock register / List of tangible fixed assets according to Appendix 2
3. Lease / Tenancy agreements real estate according to Appendix 3
4. List of employment agreements according to Appendix 4
5. Letter Stadt Velbert 27.07.2012 concerning closing painting hall, Appendix 5
6. Letter Stadt Velbert 12.09.2012 concerning closing painting hall, Appendix 6
7. Power of attorney Mr. Wolfgang Dressler, Appendix 7



Appendix 2

Pat. Nr.	Intern. Zeichen (max. 20 Zeichen)	Vgl. Art.	Land	Stat.	Stichwort (SYNTHETISCH) (Vgl. AMK-BK)	Amisatz-ANM.	Amisatz-ENTREG.	Technische	Laufzeitende	Bemerkung	Links
1	00 0643	PT-EPC	EP	G.	10848/5- C/2-Injektor	99953754.1	1 042 042			sehr wichtiges Patent: Alleinleistungsmerkmal von Intensiv-Filter, der Coanca-Injektor mit zentral über den Schläuchen angeordnetem Düsenrohr. Weiterentwicklung der All-Guss-Variante mit seitlich über den Schläuchen angeordnetem Düsenrohr	EP0000001032042B1 C2-Injektor.de.pdf
2	00 0643 TEST	PT-EPC	EP	G.	10848/5- C/2-Injektor		12345			vgl. If. Nr. 1	
3	00 0644	PT	US	X	10848- C/2-Injektor	09/582 745	16.04.1994	22.02.2015	07.10.2019	vgl. If. Nr. 1	
4	00 0645	PT	BR	G.	10848- C/2-Injektor	PI 9907064-2	PI 9907064-2	07.10.2012	07.10.2019	vgl. If. Nr. 1	
5	00 0646	PT	KR	G.	10848- C/2-Injektor	10-2000-7007177	594101	22.05.2013	07.10.2019	vgl. If. Nr. 1	
6	00 0647	PT	PL	G.	10848- C/2-Injektor	P-341441	193621	07.10.2012	07.10.2019	vgl. If. Nr. 1	
7	00 1170	PT-PCT	WO	F.	10848- Röhrenbündel-Hygienefilter	PCT/EP00109936				wichtiges Patent: Erweiterung des Patentes "10848/5- Waschreinigung für Staubfilter" der waschbaren CIP-Filter mit dem Hintergrund der Verengung der Trocknungszeiten; Erhöhung der Filterfläche bei gleichem unbaubarem Raum (vgl. auch If. Nr. 11)	EP0000001095588B1 Röhrenbündel-Hygienefilter.de.pdf
8	02 0025	PT	NZ	G.	10848- Röhrenbündel-Hygienefilter	518257	518 257	10.10.2013	10.10.2020	vgl. If. Nr. 7	
9	02 0026	PT	US	X	10848- Röhrenbündel-Hygienefilter	10/110.370	US 6.651.368	22.10.2014	10.10.2020	vgl. If. Nr. 7	
10	03 0248	PT-PCT	WO	F.	10354- Ringverteiler	PCT/EP03104526				Erweiterung des Patentes "10848- Röhrenbündel-Hygienefilter" mit dem Hintergrund einer effizienten Abreinigung der Röhrenelemente (vgl. If. Nr. 7)	AU60200323323B2 Ringverteiler.de.pdf
11	04 072	PT-EP	EP	G.	Projekt 10281/1 U-Verzweigung	04 008 936.8	1 475 139			1st Pulse-Abreinigung für "Kleinfitter" (DN 50 Elemente), gleichzeitige Abreinigung von drei Filterelementen	EP0000001475139B1 U-Verzweigung.de.pdf
12	04 074	PT	IN	F.	Projekt 10281/1 U-Verzweigung	838/DEL/2004				vgl. If. Nr. 11	
13	04 075	PT	US	X	Projekt 10281/1 U-Verzweigung	10/841.223	7.094.265	22.02.2014	07.05.2024	vgl. If. Nr. 11	
14	04 078	PT	KR	G.	Projekt 10281/1 U-Verzweigung	10-2004-0032155	1003055	15.12.2013	07.05.2024	vgl. If. Nr. 11	
15	04 092	PT-NEP	AT	G.	10848/5- C/2-Injektor	99953754.1	EP 1 042 042	31.10.2012	07.10.2019	vgl. If. Nr. 1	
16	04 093	PT-NEP	DK	G.	10848/5- C/2-Injektor	99953754.1	EP 1 042 042	31.10.2012	07.10.2019	vgl. If. Nr. 1	
17	04 094	PT-NEP	ES	G.	10848/5- C/2-Injektor	99953754.1	EP 1 042 042	31.10.2012	07.10.2019	vgl. If. Nr. 1	
18	04 095	PT-NEP	FR	G.	10848/5- C/2-Injektor	99953754.1	EP 1 042 042	31.10.2012	07.10.2019	vgl. If. Nr. 1	
19	04 096	PT-NEP	GB	G.	10848/5- C/2-Injektor	99953754.1	EP 1 042 042	31.10.2012	07.10.2019	vgl. If. Nr. 1	
20	04 097	PT-NEP	GR	G.	10848/5- C/2-Injektor	99953754.1	EP 1 042 042	31.10.2012	07.10.2019	vgl. If. Nr. 1	
21	04 098	PT-NEP	IT	G.	10848/5- C/2-Injektor	99953754.1	EP 1 042 042	31.10.2012	07.10.2019	vgl. If. Nr. 1	
22	04 099	PT-NEP	NL	G.	10848/5- C/2-Injektor	99953754.1	EP 1 042 042	31.10.2012	07.10.2019	vgl. If. Nr. 1	

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