

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2972153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FILITREX HOLDINGS PTE. LTD.	07/31/2014
RECEIVING PARTY DATA	
Name:	MARMON WATER (SINGAPORE) PTE. LTD.
Street Address:	BLK. 2 SERANGOON, NORTH AVENUE 5,
Internal Address:	#01-01
City:	SERANGOON
State/Country:	SINGAPORE
Postal Code:	554911
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7396461
Patent Number:	7585409
Patent Number:	7507338
Application Number:	12603505
PCT Number:	US2007063978
PCT Number:	IB2007054115
CORRESPONDENCE DATA	
Fax Number:	(203)787-5818
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	203-787-0595
Email:	delpet@delpet.com
Correspondent Name:	DELIO, PETERSON & CURCIO, LLC
Address Line 1:	700 STATE STREET
Address Line 2:	SUITE 402
Address Line 4:	NEW HAVEN, CONNECTICUT 06511
ATTORNEY DOCKET NUMBER:	MWFX601
NAME OF SUBMITTER:	ROBERT CURCIO
SIGNATURE:	/Robert Curcio/
DATE SIGNED:	08/07/2014

PATENT

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), made and entered into as of July 31, 2014 (the "Effective Date"), by and between Filtrex Holdings Pte. Ltd., a company incorporated under the laws of Singapore having a principal place of business at 80 Raffles Place, #26-01 UOB Plaza 1, Singapore 048624 ("Assignor"), and Marmon Water (Singapore) Pte. Ltd., a company incorporated under the laws of Singapore having a principal place of business at Blk. 2 Serangoon, North Avenue 5, #01-01, Singapore 554911 ("Assignee"). Each of Assignee and Assignor may be referred to herein as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Purchase Agreement ("IP Purchase Agreement") between Assignee and Assignor, dated July 31, 2014, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee and its successors and assigns, and Assignee has acquired, assumed and accepted, all right, title and interest in, to and under the Purchased IP (as defined in the IP Purchase Agreement), including without limitation that relating to, used in or necessary for the development, manufacture, use, sale and/or distribution of carbon block in any form, binder, and water treatment, purification, filtration or softening products and the intellectual property listed on **Schedule A** attached hereto, all inventions and technology disclosed therein, and all registrations and applications for registration thereof (collectively, the "Intellectual Property Assets"); and

WHEREAS, this Assignment is being executed and delivered pursuant to the IP Purchase Agreement and to consummate transactions contemplated thereby.

NOW, THEREFORE, to consummate the transactions contemplated by the IP Purchase Agreement, for the sum of one Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.**

(a) Pursuant to the IP Purchase Agreement, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee and its successors and assigns all the right, title and interest, including all common law rights in, to and under, all of the Intellectual Property Assets, including:

- (1) any and all registrations or Letters Patent which may be granted with respect thereto anywhere in the world, any and all pending applications with respect to any Intellectual Property Assets, and all renewals and subsequent applications based on any Intellectual Property Assets, including any and all divisions, continuations, continuations-in-part, substitutions, reexaminations and reissues thereof;
- (2) any and all goodwill of the business symbolized by any marks or names thereof;
- (3) in respect of any pending trade mark applications comprised in the Intellectual Property Assets, the benefit of such applications, together with the benefit of any registrations which may be granted pursuant thereto to the intent that upon registration the Assignee shall be entered as registered proprietor of such trade marks;

- (4) in respect of any pending patent applications comprised in the Intellectual Property Assets, the benefit of such applications, together with the benefit of any registrations or Letters Patent which may be granted with respect pursuant thereto to the intent that upon such registration or grant of such Letters Patent the Assignee shall be entered as registered proprietor of such patents; and
- (5) any and all rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications for patent, trade mark or other intellectual property protection for, based on or claiming priority to the Intellectual Property Assets in any country or territory in the world and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignor if this Assignment had not been made.

(b) Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including letters patent or registrations, when granted, to Assignee.

2. Further Assurances.

(a) Assignor shall, and shall cause its Affiliates and Persons under its control to, execute and deliver such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and/or any other relevant Patent and Trademark Offices elsewhere, to effectuate the full and complete assignment, conveyance and transfer of the Intellectual Property Assets to Assignee as contemplated hereby.

(b) Assignor shall cooperate with Assignee and Assignor shall provide prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers and other assistance, all to the extent deemed necessary by Assignee for (i) perfecting the right, title and interest herein conveyed, (ii) prosecuting any of the applications, (iii) filing and prosecuting, substitute, divisional, continuing or additional applications covering the inventions; (iv) for interference or other priority proceedings involving the invention, and (v) legal proceedings involving the inventions and any applications thereof and any patents granted thereon, including without limitation, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions, provided, however, that the reasonable expenses incurred by Assignee in providing such cooperation shall be paid for by Assignee;

(c) Assignor shall not contest, deny or take any action inconsistent with Assignee's rights to the Intellectual Property Rights.

In the event that Assignee is unable to secure Assignor's signature on any documents deemed necessary by Assignee, in its reasonable discretion, to carry out the purposes of this Assignment, if (i) after Assignee has provided Assignor with written notice of such request, (ii) at least twenty (20) business days have lapsed since Assignee has provided the written notice,

and (iii) Assignor has not, during such twenty (20) business day period, provided Assignor's signature on such documents, then on the twenty first (21th) business day after Assignee has provided Assignor with such written notice, Assignor hereby irrevocably designates and appoints Assignee or its designee(s) as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in Assignor's behalf for the sole purpose of executing, verifying and filing any such document(s).

3. **Entire Agreement.** This Assignment is delivered pursuant to the IP Purchase Agreement and is subject to its terms and conditions. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the IP Purchase Agreement. The recitals appearing at the beginning of this Assignment are incorporated into its terms and conditions in full by reference hereto.

4. **Execution.** This Assignment may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

5. **Invalid Provisions.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Assignment shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

6. **Governing Law and Dispute Resolution.** All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the laws of the Republic of Singapore, and all disputes arising out of or in connection with this Assignment shall be resolved in accordance with the IP Purchase Agreement, including by arbitration in accordance with Section 12.13 of the IP Purchase Agreement.

7. **Amendment and Waiver.** This Assignment may not be amended or modified in any manner other than by an agreement in writing signed by the parties hereto or their respective successors or permitted assigns. No waiver under this Assignment shall be valid or binding unless set forth in a writing duly executed and delivered by the Party against whom enforcement of such waiver is sought. Neither the waiver by any of the Parties of a breach or default under any of the provisions of this Assignment, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Assignment or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

[signature page follows]

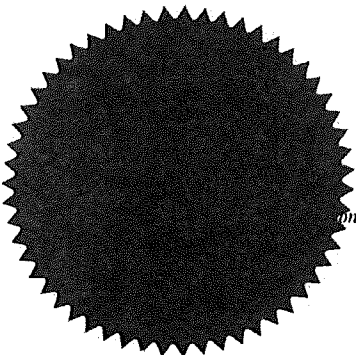
IN WITNESS WHEREOF, this Agreement has been executed and delivered as a deed as of the Effective Date.

Assignor:

Executed and delivered as a deed by affixing the Common Seal of **FILTREX HOLDINGS PTE. LTD.** hereto in the presence of

Assignee:

Executed and delivered as a deed by affixing the Common Seal of **MARMON WATER (SINGAPORE) PTE. LTD.** hereto in the presence of



[common seal to be affixed here]

[common seal to be affixed here]

Name: Govind Boyan
Director

[Signature]
(signature)

Name: Kristi Garner Thomasson
Director

(signature)

Name: Cheng Lian Slang
Director/Secretary

[Signature]
(signature)

Name: Angelo V. Pantaleo
Director

(signature)

IN WITNESS WHEREOF, this Agreement has been executed and delivered as a deed as of the Effective Date.

Assignor:

Executed and delivered as a deed by affixing the Common Seal of **FILTREX HOLDINGS PTE. LTD.** hereto in the presence of

[common seal to be affixed here]

Name: _____
Director

(signature)

Name: _____
Director/Secretary

(signature)

Assignee:

Executed and delivered as a deed by affixing the Common Seal of **MARMON WATER (SINGAPORE) PTE. LTD.** hereto in the presence of

[common seal to be affixed here]



Name: Kristi Garner Thomasson
Director

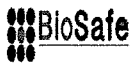



(signature)

Name: Angelo V. Pantaleo
Director

(signature)

SCHEDULE A

Trademarks

Mark Name	Country	App. No.	Filing Date	Reg. No.	Reg. Date
BIOSAFE (& Design) 	US	77/829020	September 17, 2009	4067774	December 06, 2011
BRAND INSIDE THE BRANDS	US	77/228549	July 12, 2007	3568258	January 27, 2009
CHLORAGUARD	US	85/795338	December 05, 2012		
CHLORAGUARD (& Design in black and white) 	US	85/795341	December 05, 2012		
CHLORAGUARD (& Design in color) 	US	85/795345	December 05, 2012		
EPC TECHNOLOGY	US	85/319346	May 12, 2011	4372984	July 23, 2013
FX	US	77/228538	July 12, 2007	3558355	January 06, 2009
FX (Stylized) 	US	77/228540	July 12, 2007	3558356	January 06, 2009
GREENBLOCK	US	77/256689	August 16, 2007	3558443	January 06, 2009

Mark Name	Country	App. No.	Filing Date	Reg. No.	Reg. Date
GREENBLOCK (& Design) 	US	77/256693	August 16, 2007	3558444	January 06, 2009
GREENCARBON	US	77/256697	August 16, 2007	3686653	September 22, 2009
GREENCARBON (& Design) 	US	77/256727	August 16, 2007	3667229	August 11, 2009
IMPROVING THE ENVIRONMENT ONE BLOCK AT A TIME	US	77/829070	September 17, 2009	3990664	July 05, 2011
FILTREX	US	77/206330	June 14, 2007		
FILTREX (& Design) 	US	77/206441	June 14, 2007		

Patents

Country	Title	Application No.	Application Date	Patent No.	Issue Date
US	FILTER CARTRIDGE FOR GRAVITY-FED WATER TREATMENT DEVICE	11/277004	March 20, 2006	7396461	July 08, 2008
US	MULTI-STAGE WATER PURIFICATION DEVICE	11/163953	November 04, 2005	7585409	September 08, 2009
US	UNIVERSAL WATER PURIFIER UNIT ASSEMBLY DEVICE	11/549535	October 13, 2006	7507338	March 24, 2009
US	VENTED FILTER CARTRIDGE FOR WATER TREATMENT DEVICE	12/603505	October 21, 2009		
WO	FILTER CARTRIDGE FOR GRAVITY-FED WATER TREATMENT DEVICE	PCT/US07/63978	March 14, 2007		
WO	UNIVERSAL WATER PURIFIER UNIT ASSEMBLY DEVICE	PCT/IB2007/054115	October 09, 2007		