

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3324686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PURCHASE AND SALE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WATEREYE CORPORATION	12/10/2008
RECEIVING PARTY DATA	
Name:	HACH COMPANY
Street Address:	5600 LINDBERGH DRIVE
Internal Address:	LARIMER COUNTY
City:	LOVELAND
State/Country:	COLORADO
Postal Code:	80538
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7454295
Patent Number:	7698073
Patent Number:	8958917
Patent Number:	8504305
Application Number:	13619880
Patent Number:	8577623
Application Number:	13620000
Patent Number:	9015003
Application Number:	14188051
Application Number:	14687985
CORRESPONDENCE DATA	
Fax Number:	(703)610-8686
<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:	(703) 903-9000
Email:	ipdocketing@milesstockbridge.com
Correspondent Name:	MILES & STOCKBRIDGE PC
Address Line 1:	1751 PINNACLE DRIVE
Address Line 2:	SUITE 1500
Address Line 4:	TYSONS CORNER, VIRGINIA 22102-3833

PATENT

NAME OF SUBMITTER:	OTILIA GABOR
SIGNATURE:	/Otilia Gabor/
DATE SIGNED:	04/24/2015
Total Attachments: 27 source=PA#page1.tif source=PA#page2.tif source=PA#page3.tif source=PA#page4.tif source=PA#page5.tif source=PA#page6.tif source=PA#page7.tif source=PA#page8.tif source=PA#page9.tif source=PA#page10.tif source=PA#page11.tif source=PA#page12.tif source=PA#page13.tif source=PA#page14.tif source=PA#page15.tif source=PA#page16.tif source=PA#page17.tif source=PA#page18.tif source=PA#page19.tif source=PA#page20.tif source=PA#page21.tif source=PA#page22.tif source=PA#page23.tif source=PA#page24.tif source=PA#page25.tif source=PA#page26.tif source=PA#page27.tif	

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of December, 2008, by and between:

Hach Company (hereinafter referred to as the "ASSIGNEE")

with its principal place of business at

5600 Lindbergh Drive, Loveland, Larimer County, CO 80538, and

WaterEye Corporation (hereinafter referred to as the "ASSIGNOR")

with its principal place of operation at

514 Via de la Valle, Suite 200, Solana Beach, CA 92075.

WHEREAS, ASSIGNOR is the owner of the right, title, and interest in the Intellectual Property and other assets identified in Appendix A, and of all related patent application(s) derived therefrom, patents issued thereof, continuations, continuations-in-part, divisions, reexaminations, reissues and extensions thereof,

WHEREAS ASSIGNEE is desirous of acquiring from ASSIGNOR all rights, title and interest in said Intellectual Property and other assets,

NOW, THEREFORE, in consideration of the promises and the covenants set forth herein, ASSIGNOR and ASSIGNEE agree as follows:

I. DEFINITIONS

The following definitions shall apply in the interpretation of this Agreement:

1.1 "ASSETS" shall mean the Intellectual Property, and the other assets identified in Appendix A.

1.2 "INTELLECTUAL PROPERTY" shall mean all intellectual property and other assets identified in Appendix A as well as all rights to further intellectual property, including patent application(s), patents issued therefor, continuations, continuations-in-part, divisions, reexaminations, reissues and extensions thereof, as well as any good will associated with any trademark.

1.3 "FIELD OF USE" shall mean all fields of use.

1.4 "EFFECTIVE DATE" shall mean December 10, 2008.

1.5 "TERRITORY" shall mean the United States of America and the rest of the world.

II. GRANT

2.1 ASSIGNOR grants to ASSIGNEE a full unreserved assignment in the INTELLECTUAL PROPERTY in the FIELD OF USE defined above and hereby sells, assigns and transfers the other Assets to Assignee, and Assignee hereby purchases and accepts the transfer of such Assets. This grant shall be subject to the payment by ASSIGNEE to ASSIGNOR of all consideration as provided in this Agreement. ASSIGNOR agrees to sign assignment documents of the type provided in Appendix B to enable ASSIGNEE to register its ownership of the INTELLECTUAL PROPERTY in the respective patent and trademark offices. ASSIGNEE hereby agrees that ASSIGNOR shall maintain physical possession of those Assets which are reasonably necessary for the satisfaction of ASSIGNOR'S obligations under the purchase orders and contracts subject to the Limited License (described below) for so long as ASSIGNOR is required by the terms of such purchase orders and contracts to provide services to the applicable customers. ASSIGNOR shall agree to handle such Assets that remain in its control following the Effective Date with the same care that it applies to its own assets; provided, that, risk of loss of such Assets shall transfer to ASSIGNEE as of the Effective Date.

2.2 ASSIGNOR grants to ASSIGNEE a full unreserved assignment in the rights and obligations under its WaterEye licenses and contracts set forth on Appendix D (the "Licenses"). This grant shall require ASSIGNOR to assist in requesting that its customers honor the Licenses with ASSIGNEE. ASSIGNOR will be responsible for any liabilities under or pursuant to and receive any sums earned or due under the Licenses on or prior to the Effective Date, after which date ASSIGNEE will be responsible for any and all such liabilities incurred and entitled to receive any sums earned under such Licenses following the Effective Date. ASSIGNOR shall immediately cease executing new end-user customer contracts, licenses and purchase orders relative to the Intellectual Property as of the Effective Date. ASSIGNEE hereby provides a limited license to ASSIGNOR (the "Limited License") under the INTELLECTUAL PROPERTY to fulfill any existing obligations under the purchase orders or customer contracts (other than the Licenses) in effect as of the Effective Date until such time as the same may be terminated by ASSIGNOR without liability, or the stated term thereof expires in accordance with its own terms.

2.3 In addition to the specific assets listed in Appendix A, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all other assets, except the above-noted end-user customer contracts and purchase orders that are covered by the Limited License, to the extent they are exclusively used in performing the WaterEye business as of the Effective Date.

2.4 Nothing in this Agreement shall be construed to confer rights upon ASSIGNEE by implication, estoppel, or otherwise to any technology or intellectual property other than the INTELLECTUAL PROPERTY. The parties agree to execute such other documents or instruments following the Effective Date to more fully document and give effect to the asset and

liability transfers reflected hereby, as may be reasonably requested by either party from time to time.

III. PAYMENT PROVISIONS

- 3.1 ASSIGNEE has paid, or shall pay to ASSIGNOR on the Effective Date, a lump sum cash payment in the amount identified in Appendix C. Such payment shall be by wire transfer to the account identified by ASSIGNOR.
- 3.2 Any notice, or other communication pursuant to this Agreement will be sufficiently made or given on the date of receipt if sent to such party by certified first class mail or overnight courier, postage prepaid, addressed to it at its address below or as it will designate by written notice given to the other party:

ASSIGNOR: WaterEye Corporation
514 Via de la Valle, Suite 200
Solana Beach, CA 92075
Attention: General Counsel

ASSIGNEE: Hach Company
Attn: Legal Department
5600 Lindbergh Drive
Loveland, CO 80538

Copied to: Jagtiani + Gutttag, LLLP
Ajay A. Jagtian, Esq.
10363-A Democracy Lane
Fairfax, VA 22030

IV. DILIGENCE AND PATENT PROSECUTION

- 4.1 ASSIGNOR shall provide a list of all counsel which are currently responsible for said INTELLECTUAL PROPERTY and shall cooperate by communicating with said counsel to expedite the transfer of said INTELLECTUAL PROPERTY.

V. INFRINGEMENT

- 5.1 ASSIGNOR hereby assigns its interest in any past or present infringement of INTELLECTUAL PROPERTY. ASSIGNEE agrees to indemnify ASSIGNOR for any liability, cost or claim actually incurred by ASSIGNOR relative to any counter claim or cross claim arising relative to any action brought by ASSIGNEE against a third party in respect of the INTELLECTUAL PROPERTY on or prior to the Effective Date; provided, that, ASSIGNOR

shall not be entitled to seek indemnification for any pending or threatened claim concerning the ownership of the INTELLECTUAL PROPERTY of which it had knowledge as of the date hereof.

5.2 ASSIGNOR hereby agrees to provide reasonable assistance to ASSIGNEE in any infringement suit where said infringement had occurred before the Effective Date. ASSIGNEE shall be responsible for all costs of said suit and shall advance or reimburse ASSIGNOR for reasonable expenses associated with such assistance at ASSIGNOR'S request.

VI. REPRESENTATIONS AND WARRANTIES

6.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO ADDITIONAL REPRESENTATIONS AND EXTEND NO ADDITIONAL WARRANTIES, OTHER THAN PROVIDED BELOW, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF THE CLAIMS OF ANY PATENTS ON THE INTELLECTUAL PROPERTY ISSUED OR PENDING, OR FREEDOM OF A PRODUCT THAT EMBODIES TECHNOLOGY FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. ASSIGNOR REPRESENTS AND WARRANTS IN RESPECT TO THE LICENSED TECHNOLOGY THAT IT HAS LEGAL RIGHT TO EXTEND THE RIGHTS TO ASSIGN, AND THAT IT HAS NOT MADE AND WILL NOT MAKE ANY COMMITMENTS TO OTHERS INCONSISTENT WITH OR IN DEROGATION OF SUCH RIGHTS.

6.2 ASSIGNOR represents and warrants that said INTELLECTUAL PROPERTY is currently owned by ASSIGNOR. ASSIGNOR is not aware of any pending or threatened claims concerning the ownership of the INTELLECTUAL PROPERTY.

6.3 Except for the Licenses and the purchase orders and contracts that are covered by the Limited License, ASSIGNOR represents and warrants that said INTELLECTUAL PROPERTY is not encumbered by any third party liens or obligations.

6.4 ASSIGNEE represents and warrants that it is a ready willing and able purchaser.

VII. MISCELLANEOUS

7.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between the parties.

7.2 The provisions of this Agreement are severable, and in the event that any provision of this Agreement will be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability will not in any way affect the validity or enforceability of the remaining provisions hereof.

7.3 This Agreement will be construed, governed, interpreted, and applied in accordance with the laws of the State of Colorado, U.S.A., except that questions affecting the construction and effect of any patent will be determined by the law of the country in which the patent was granted.

7.4 Claims, disputes or controversies concerning this agreement shall be resolved in the U.S. District Court for the District of Colorado. Should any other dispute arise between or among the parties in connection with this Agreement, the parties agree to use their best efforts to resolve the dispute through negotiation. If the parties are unable to successfully negotiate the dispute, such claim or dispute will be adjudicated in the state or federal Courts of Colorado, and all parties consent to the exclusive jurisdiction of such Courts. Venue will lie only in Larimer County, Colorado or the U.S. District Court for the District of Colorado.

7.5 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

7.6 This Agreement will be binding on and enure to the benefit of the parties hereto and their respective affiliates, and permitted successors and assigns. No failure or successive failures on the part of the parties to enforce any provisions of this Agreement, and no waiver or successive waivers on either party's part of any condition of this Agreement, shall operate as a discharge of such provision or condition, or render the same invalid, or impair the right of such party to enforce same in the event of any subsequent breach or breaches by the other party.

7.7 The representations, warranties, covenants, and undertakings contained in this Agreement are for the sole benefit of the parties hereto and their permitted successors and assigns and such representations, warranties, covenants, and undertakings will not be construed as conferring any rights on any other party. The representations and warranties set forth herein shall survive for a period of one year immediately following the date hereof, after which, no claims may be brought by either party in respect of an alleged breach thereof. Any claim for damages brought by any party hereto shall be limited to the purchase price actually received by Assignor pursuant to Section 3.1 hereof. Indemnification pursuant to this Section 7.7 shall represent each party's sole remedy for breaches of representations, warranties, covenants and undertakings contained in this Agreement, except as expressly stated elsewhere herein, as applicable.

7.8 For the purposes of this Agreement "Force Majeure" means any circumstances beyond the reasonable control of either party including, without limitation, any strike, lock-out, or other form

of industrial action. If either party is affected by Force Majeure, it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance (other than performance which is limited to the payment of funds), or the non-performance, of any of its obligations under this Agreement, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the Force Majeure in question prevails for a continuous period in excess of six (6) months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

7.9 This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

7.10 The article and paragraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

7.11 ASSIGNOR shall not use the names or trademarks of ASSIGNEE, nor any adaptation thereof, nor the names of any of its employees, in any notices, advertising, promotional or sales literature without prior written consent obtained from ASSIGNEE.

7.12 ASSIGNOR shall not make public announcements regarding this Agreement without prior approval by ASSIGNEE, unless and to the extent that ASSIGNOR determines that any public announcement or disclosure is required by applicable securities laws.

7.13 This Agreement contains the entire and only agreement and understanding between the parties and supersedes all preexisting agreements between them respecting its subject matter. Any representation, promises, or condition in connection with such subject matter which is not by extension, incorporated in this Agreement shall not be binding on either party. No modification, renewal, waiver, and no termination of this Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, waiver or termination is sought, unless made in writing and signed on behalf of such party by one of its duly authorized officers. As used herein, the word "termination" includes any and all means of bringing an end prior to its expiration by its own terms this Agreement, or any provisions thereof, whether by release, discharge, abandonment or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as first above written.

AGREED AND ACCEPTED:

Assignee: Hach Company

By: Michael J. Klyne

Date: 12/11/08

Title: V.P. Finance

Assignor: WaterEye Corporation

By: A. D. Shio

Date: 12/10/2008

Title: CFO/Treasurer

APPENDIX A

PAT. APPLN./ATTY FILE NO.	SERIAL NO./FILING DATE	REG. NO./REG. DATE		
US: METHOD FOR MONITORING ADVANCED SEPARATION AND/OR ION EXCHANGE PROCESSES;	09/213,781	6,332,110 12/18/2001		
PCT APPLN: corresponds to USSN: 09/213,784	PCT/US99/29296	N/A		
EU Pat. Application.	99967258.7	1,133,690 11/12/08		
Canadian Pat. Application	2,355,199	2,355,199		
US: METHOD FOR MONITORING PUBLIC WATER TREATMENT SYSTEM;	10/055,225 10/26/2001	6,560,543 05/06/2003		
CIP of USSN: 09/213,781;				
PCT APPLN: corresponds to USSN: 10/055,225	PCT/US02/33329	N/A		
Canada	2,464,463			
Europe	02786439.6			
Atty. File No. 19781.990007				
Japan	2003-540876			
Atty. File No. 19781.081007				
US: ANTI-TERRORISM WATER QUALITY MONITORING SYSTEM	10/392,112; 03/19/2003	7,454,295		
CIP of USSN 10/055,255	US Pat. Pub. No. 2004/0006513			
US: METHOD FOR REMOTE MONITORING OF WATER TREATMENT SYSTEMS;	10/695,627 10/27/2003	6,954,701		
CIP of USSN: 10/392,112; of 10/055,225; of 09/213,781;				
US: WASTE WATER COLLECTION	11/331,721 US Pat Pub No. US-2007-0163965A1	1/14/06		
US: ANTI-TERRORISM WATER QUALITY MONITORING SYSTEM	12/272,018 11/17/2008			
CONT of USSN 10/392,112				
Any continuations, continuations-in-part, divisions, reexaminations, reissues, international applications, and extensions thereof for any intellectual property listed above.				
OTHER ASSETS				

APPENDIX A

All existing Water Eye customer and contact list (complete with contact details for as many years back as are maintained in business records)			
All of Assignor's right, title and interest in the trademark for WaterEye; the U.S. registration is currently held by non-affiliated third party.		US Reg. No. 2,631,951	
All WaterEye customer and prospect lists/data			
Software source code/object code/compiled code/WEB ASP code owned by WaterEye and utilized exclusively in connection with the Intellectual Property.			
Prototype web pages with working directory structures utilized exclusively in connection with the Intellectual Property.			
All Visual Basic and Visual C++ add-on programs grappers, report makers, Excel report generators, statistical analysys, etc., to the extent used exclusively in connection with the Intellectual Property.			
All database schema with stored procedures, triggers, etc. to the extent used exclusively in connection with the Intellectual Property.			
Prototype accounts for the WaterEye database			
Outset of web based administration programs: 1) Create new account, and 2) View upload status and history, etc., to the extent used exclusively in connection with the Intellectual Property.			
All of Assignor's interest in any domain names associated exclusively with WaterEye; provided, that, the www.watereye.com domain is currently held in the name of a non-affiliated third party.			
2 Servers associated with WaterEye Business.			

APPENDIX A

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APPENDIX B

Assignment

WHEREAS,

Hach Company (hereinafter referred to as the "ASSIGNEE")

with its principal place of business at

5600 Lindbergh Drive, Loveland, Larimer County, CO 80538, and

WHEREAS,

WaterEye Corporation (hereinafter referred to as the "ASSIGNOR")

with its principal place of operation at

514 Via de la Valle, Suite 200, Solana Beach, CA 92075.

is the owner of the entire right, title and interest in and to U.S. Patent Application No. [SERIAL NUMBER], entitled [APPLICATION TITLE], filed [FILING DATE] and the invention claimed therein (the "Invention"), and

WHEREAS, ASSIGNEE, is desirous of acquiring the full and exclusive right in and to said Invention and the entire right, title and interest in and to said U.S. Patent Application and any Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, I (we), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right in and to said Invention in the United States and its territorial possessions and in any and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals and reissues thereof.

I (we) hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and in any and all foreign countries to issue an and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my (our) entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE and said ASSIGNEE's successors and assigns, 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 me (us) had this Assignment and sale not been made.

Further, I (we) agree that I (we) will communicate to said ASSIGNEE or said ASSIGNEE's representative any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally, do everything possible to aid said ASSIGNEE, and said ASSIGNEE's successors and assigns, to obtain and enforce proper protection for said Invention in the United States and its territorial possessions and in any and all foreign countries.

Further, I (we) agree that I (we) hereby transfer any rights to past and current infringement of said inventions.

The undersigned hereby grant(s) the firm Jagtiani + Guttag, LLLP, 10363-A Democracy Lane, Fairfax, VA 22030, the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNOR: **WaterEye Corporation**

Date: _____ Name: _____

Title: _____

ASSIGNEE: **Hach Company**

Date: _____ Name: _____

Title: _____

**Jagtiani + Guttag, LLLP
10363 Democracy Lane
Fairfax, VA 22030**

Assignment

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WaterEye Corporation (hereinafter referred to as the "ASSIGNOR")

with its principal place of operation at

514 Via de la Valle, Suite 200, Solana Beach, CA 92075.

is the owner of the entire right, title and interest in and to U.S. Patent No. **6,332,110** issued **December 18, 2001**, entitled **METHOD FOR MONITORING ADVANCED SEPARATION AND/OR ION EXCHANGE PROCESSES**, and the invention claimed therein (the "Invention"), and

WHEREAS, ASSIGNEE, is desirous of acquiring the full and exclusive right in and to said Invention and the entire right, title and interest in and to said U.S. Patent Application and any Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, I (we), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right in and to said Invention in the United States and its territorial possessions and in any and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals and reissues thereof.

I (we) hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and in any and all foreign countries to issue an and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my (our) entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE and said ASSIGNEE's successors and assigns, 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 me (us) had this Assignment and sale not been made.

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ASSIGNOR:

WaterEye Corporation

Date: 12/10/2008 Name: A. D. [Signature]
Title: CFO / Treasurer

ASSIGNEE:

Hach Company

Date: 12/11/08 Name: Michael J. [Signature]
Title: V.P. Finance

Jagtiani + Gutttag, LLP
10363 Democracy Lane
Fairfax, VA 22030

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with its principal place of operation at

514 Via de la Valle, Suite 200, Solana Beach, CA 92075.

is the owner of the entire right, title and interest in and to U.S. Patent No. 6,560,543 issued May 6, 2003, entitled **METHOD FOR MONITORING A PUBLIC WATER TREATMENT SYSTEM**, and the invention claimed therein (the "Invention"), and

WHEREAS, ASSIGNEE, is desirous of acquiring the full and exclusive right in and to said Invention and the entire right, title and interest in and to said U.S. Patent Application and any Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, I (we), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right in and to said Invention in the United States and its territorial possessions and in any and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals and reissues thereof.

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ASSIGNOR:

WaterEye Corporation

Date: 12/10/2008 Name: A. Q. E. L. D. D.
Title: CFO / Treasurer

ASSIGNEE:

Hach Company

Date: 12/11/08 Name: Michael J. Styrzbecher
Title: V.P. Finance

Jagtiani + Gutttag, LLLP
10363 Democracy Lane
Fairfax, VA 22030

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Hach Company (hereinafter referred to as the "ASSIGNEE")

with its principal place of business at

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514 Via de la Valle, Suite 200, Solana Beach, CA 92075.

is the owner of the entire right, title and interest in and to U.S. Patent No. **7,454,295** issued **November 18, 2008**, entitled **ANTI-TERRORISM WATER QUALITY MONITORING SYSTEM**, and the invention claimed therein (the "Invention"), and

WHEREAS, ASSIGNEE, is desirous of acquiring the full and exclusive right in and to said Invention and the entire right, title and interest in and to said U.S. Patent Application and any Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, I (we), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right in and to said Invention in the United States and its territorial possessions and in any and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals and reissues thereof.

I (we) hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and in any and all foreign countries to issue an and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my (our) entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE and said ASSIGNEE's successors and assigns, 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 me (us) had this Assignment and sale not been made.

Further, I (we) agree that I (we) will communicate to said ASSIGNEE or said ASSIGNEE's representative any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally, do everything possible to aid said ASSIGNEE, and said ASSIGNEE's successors and assigns, to obtain and enforce proper protection for said Invention in the United States and its territorial possessions and in any and all foreign countries.

Further, I (we) agree that I (we) hereby transfer any rights to past and current infringement of said inventions.

The undersigned hereby grant(s) the firm Jagtiani + Gutttag, LLLP, 10363-A Democracy Lane, Fairfax, VA 22030, the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNOR:

WaterEye Corporation

Date: 12/10/2008 Name: A. J. S. S. S.
Title: CEO / Treasurer

ASSIGNEE:

Hach Company

Date: 12/11/08 Name: Michael J. Styrzbe
Title: V.P. Finance

Jagtiani + Gutttag, LLLP
10363 Democracy Lane
Fairfax, VA 22030

Assignment

WHEREAS,

Hach Company (hereinafter referred to as the "ASSIGNEE")

with its principal place of business at

5600 Lindembergh Drive, Loveland, Larimer County, CO 80538, and

WHEREAS,

WaterEye Corporation (hereinafter referred to as the "ASSIGNOR")

with its principal place of operation at

514 Via de la Valle, Suite 200, Solana Beach, CA 92075.

is the owner of the entire right, title and interest in and to U.S. Patent No. **6,954,701** issued **October 11, 2005**, entitled **METHOD FOR REMOTE MONITORING OF WATER TREATMENT SYSTEMS**, and the invention claimed therein (the "Invention"), and

WHEREAS, ASSIGNEE, is desirous of acquiring the full and exclusive right in and to said Invention and the entire right, title and interest in and to said U.S. Patent Application and any Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, I (we), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right in and to said Invention in the United States and its territorial possessions and in any and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals and reissues thereof.

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ASSIGNOR:

WaterEye Corporation

Date: 12/10/2008 Name: A. O. S. S. I. D.
Title: CEO / Treasurer

ASSIGNEE:

Hach Company

Date: 12/11/08 Name: Michael J. J. J. J.
Title: V.P. Finance

Jagtiani + Gutttag, LLLP
10363 Democracy Lane
Fairfax, VA 22030

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WHEREAS,

WaterEye Corporation (hereinafter referred to as the "ASSIGNOR")

with its principal place of operation at

514 Via de la Valle, Suite 200, Solana Beach, CA 92075.

is the owner of the entire right, title and interest in and to U.S. Patent Application No. 11/331,721 filed January 13, 2006 (Publication No. 2007/0163965, published July 19, 2007), entitled SYSTEM FOR MONITORING DISCHARGES INTO A WASTE WATER COLLECTION, and the invention claimed therein (the "Invention"), and

WHEREAS, ASSIGNEE, is desirous of acquiring the full and exclusive right in and to said Invention and the entire right, title and interest in and to said U.S. Patent Application and any Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, I (we), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right in and to said Invention in the United States and its territorial possessions and in any and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals and reissues thereof.

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ASSIGNOR:

WaterEye Corporation

Date:

12/16/2008

Name:

A. D. S. S. S.

Title:

CEO / Treasurer

ASSIGNEE:

Hach Company

Date:

12/11/08

Name:

Michael J. Styrsky

Title:

V.P. Finance

Jagtiani + Gutttag, LLLP
10363 Democracy Lane
Fairfax, VA 22030

Assignment

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with its principal place of business at

5600 Lindembergh Drive, Loveland, Larimer County, CO 80538, and

WHEREAS,

WaterEye Corporation (hereinafter referred to as the "ASSIGNOR")

with its principal place of operation at

514 Via de la Valle, Suite 200, Solana Beach, CA 92075.

is the owner of the entire right, title and interest in and to U.S. Patent Application No. 12/272,018 filed November 17, 2008, entitled **ANTI-TERRORISM WATER QUALITY MONITORING SYSTEM**, and the invention claimed therein (the "Invention"), and

WHEREAS, ASSIGNEE, is desirous of acquiring the full and exclusive right in and to said Invention and the entire right, title and interest in and to said U.S. Patent Application and any Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, I (we), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right in and to said Invention in the United States and its territorial possessions and in any and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals and reissues thereof.

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ASSIGNOR:

WaterEye Corporation

Date:

12/10/2008

Name:

A. D. P. W.

Title:

CEO / Treasurer

ASSIGNEE:

Hach Company

Date:

12/11/08

Name:

Michael J. Styrsky

Title:

V.P. Finance

Jagtiani + Gutttag, LLLP
10363 Democracy Lane
Fairfax, VA 22030

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No. : 78/093,283
Applicant : WaterEye Corporation

Mark : WATEREYE (MARK)
International Class : 42
Filed : NOVEMBER 14, 2001

Atty Docket No. : HACH-0001-SD

Examiner : MIZELLE, D.
Law Office : 110

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ASSIGNMENT

The undersigned hereby declares that on November __, 2008:

WaterEye Corporation ("Assignor"), as the owner of trademark application no. 78/093,283, filed November 14, 2001 for the mark **WATEREYE** in International Class 42 (the "Mark") transfers and assigns for valuable consideration the full, entire and exclusive ownership of the Mark and all goodwill associated therewith to Hach Company ("Assignee"), a Colorado company, with a place of business at 5600 Lindbergh Drive, Loveland, Larimer County, Colorado and Assignee has accepted the full, entire and exclusive ownership of the Mark with all the rights and obligations deriving therefrom.

The formalities and costs required for the recordation of the change of ownership including this Assignment in all countries throughout the world shall be at the charge of Assignee, her successors, or assigns.

WATEREYE CORPORATION (Assignor):

Aiden Shadd 12/10/2008
Name Title
12/10 CFO/Treasurer
Date

HACH COMPANY (Assignee):

Michael J. Styrke V.P. Finance
Name Title
12/11/08
Date

Appendix C

ASSIGNEE shall pay to ASSIGNOR a lump sum payment of \$ REDACTED
(REDACTED).

Appendix D

License to Kobelco Eco-Maintenance Co. LTD (effective date: January 11, 2007).

License to Layne Christensen Company (effective date: September 4, 2007).

License to UltraStrip Systems, Inc. (effective date: January 31, 2006).