

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3328955

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
H2O INNOVATION USA, INC.	04/21/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF MONTREAL
<b>Street Address:</b>	2828 LAURIER BLVD.
<b>City:</b>	QUEBEC, QUEBEC
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	G1B0B9
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6572774
Patent Number:	6613229
Patent Number:	7276155
Patent Number:	D452295
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(418)688-9052
<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>	
<b>Phone:</b>	4186880170
<b>Email:</b>	edith.allain@h2oinnovation.com
<b>Correspondent Name:</b>	ÉDITH ALLAIN
<b>Address Line 1:</b>	330, RUE ST-VALLIER EST, SUITE 340
<b>Address Line 4:</b>	QUEBEC, QUEBEC, CANADA G1K 9C5
<b>NAME OF SUBMITTER:</b>	EDITH ALLAIN
<b>SIGNATURE:</b>	/EA/
<b>DATE SIGNED:</b>	04/28/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 3</b>	
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made as of April 20, 2015 (the "Effective Date") by H<sub>2</sub>O INNOVATION USA, INC. (the "Grantor") in favor of **BANK OF MONTREAL** (the "Bank").

WHEREAS, reference is made to that certain Security Agreement, dated as of April 20, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, by and between the Grantor and the Bank, and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) granted to the Bank a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain intellectual property of the Grantor, as collateral security for the Secured Obligations, and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable governmental authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Bank agree as follows:

### 1. Grant of Security.

As collateral security for the Secured Obligations, the Grantor hereby grants to the Bank a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) patent rights throughout the world, including all patent applications, patent licenses, patentable inventions, modifications and improvements thereof, all proceeds of, and rights associated with any of the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing and for breach or enforcement of any of the foregoing, and all rights corresponding to each of the foregoing throughout the world and all proceeds and general intangibles arising from any of the foregoing (collectively, the "Patents"); and

(b) trademarks, business names, and logos (each of the foregoing items being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, all Trademark licenses, all extensions or renewals of any of the foregoing items, all of the goodwill of the business connected with the use of, and symbolized by the foregoing items, all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all proceeds and general intangibles arising from any of the foregoing (collectively, the "Trademarks").

such Intellectual Property Collateral, registered or having an application pending with the United States Patent and Trademark Office or with any office or agency of the United States of America or any State thereof or any foreign country, as of the Effective Date, being identified in Schedule 1 attached hereto.

2. Recordation.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

3. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

4. Governing Law.

This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Minnesota.

5. Conflict Provision.

This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement shall govern.

IN WITNESS WHEREOF, the Grantor and the Bank have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

H<sub>2</sub>O INNOVATION USA, INC.

By: 

Name: Marc Blanchet

Title: VP Corporate Affairs & Secretary

BANK OF MONTREAL

By: 

Name:

Title:

**SCHEDULE 1**

**Intellectual Property Collateral**

1. Patents

Title	Official number	Registration/ Application Date	Country
Waste treatment method and apparatus with integral clarifier	6,572,774	February 16, 2001	USA
Waste treatment method and apparatus with denitrification chamber	6,613,229	February 16, 2001	USA
Waste treatment apparatus with integral membrane apparatus (Bio-Brane Technology)	7,276,155	May 4, 2006	USA
Plate for a wastewater treatment plant	D452,295	January 17, 2001	USA

2. Trademarks

None