

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3546962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MR RAYMOND C. SHERRY	02/27/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AEGIS PRODUCTION SERVICES INC.
<b>Street Address:</b>	3906 MIDFOREST DR
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77068
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8602320
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	7133062997
<b>Email:</b>	james390@swbell.net
<b>Correspondent Name:</b>	JAMES HAMILTON
<b>Address Line 1:</b>	3906 MIDFOREST DR
<b>Address Line 4:</b>	HOUSTON, TEXAS 77068
<b>NAME OF SUBMITTER:</b>	JAMES HAMILTON
<b>SIGNATURE:</b>	/james.hamilton/
<b>DATE SIGNED:</b>	09/29/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 15</b>	
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# **ASSET PURCHASE AGREEMENT**

**by and between**

**Aegis Production Services, Inc,**

**Aqua Sweet LLC,**

**and**

**the individual members of Aqua Sweet LLC**

Aegis Production Services, Inc, a Texas corporation ("Aegis"), Aqua Sweet LLC, a Delaware limited liability company ("Aqua Sweet"), Aqua Sweet LP, a Texas limited partnership ("LP") and all of the individual members of Aqua Sweet listed on the signature page below, (each of the foregoing a "Party" and collectively the "Parties") enter into this Asset Purchase Agreement ("Agreement") effective as of February, 27, 2012 (the "Effective Date").

WHEREAS Aegis wishes to acquire all of the tangible and intangible assets of Aqua Sweet LLC, and Aqua Sweet LP, specifically including but not limited to all license agreements, existing and pending patents, and all other intellectual property);

WHEREAS Aqua Sweet and LP agree to convey the Assets to Aegis for the consideration detailed below;

WHEREAS Aegis wishes to acquire all of the intellectual property which is or has been the subject of license agreements between Raymond C. Sherry and either Aqua Sweet or LP, specifically including but not limited to all existing and pending patents, copyrights and trademarks;

WHEREAS Sherry agrees to convey all of the intellectual property which is or has been the subject of license agreements referenced above;

WHEREAS Aegis needs an appropriate amount of time to both conduct due diligence and raise necessary capital;

WHEREAS the individual members of Aqua Sweet wish to receive the equity consideration directly;

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby AGREED that:

## **1. Exclusivity**

Aqua Sweet and LP shall negotiate exclusively with Aegis and shall not discuss this Agreement or negotiate with other parties related to its subject matter before August 1, 2012.

## **2. Assignment of Assets**

The Parties agree that as of the Effective Date, all of the assets of Aqua Sweet and LP shall be assigned to Aegis. Aegis agrees not to encumber, transfer or otherwise dispose of any of such assets before September 30, 2012.

Additionally, Raymond C. Sherry agrees that as of the Effective Date, all ownership interest he may have in any and all patents, copyrights or trademarks which are the subject of any license agreements between Raymond C. Sherry and Aqua Sweet (including but not limited to the Exclusive Patent License Agreement dated October 27, 2009), or any license agreements between Raymond C. Sherry and LP shall be granted, assigned, and conveyed to Aegis, including but not limited to the Patents related to (1) "Self Cleaning High Pressure Nozzle" Serial No. 12/156,216 and (2) "Improved Method and Apparatus for Purifying Water" Serial No. 12/156,217. Aegis agrees not to encumber, transfer or otherwise dispose of any of such assets before September 30, 2012.

The intellectual property rights of Raymond C. Sherry referenced in the prior paragraph, and the assets of Aqua Sweet and LP shall collectively be referred to as the "Assets".

## **3. Due Diligence**

Aegis shall be granted until July 31, 2012 to conduct due diligence (the "Due Diligence Period"). During that Due Diligence Period:

- a. Aqua Sweet and LP shall share details and fully cooperate with Aegis in its due diligence efforts, including but not limited to any and all inquiries related to intellectual property, proprietary and confidential information of Aqua Sweet and LP. Aqua Sweet and LP will provide full details and demonstrations as reasonably required by Aegis related to the technology and intellectual property of Aqua Sweet and LP.
- b. Raymond C. Sherry, in his individual capacity and in his capacity as Vice President of Aqua Sweet, and LP hereby represents and warrants that the Assets include technology, processes, controls and/or equipment, capable of purifying at least 120 barrels of produced oil field brine per day from a Barnett Shale producing well, , and processing it to produce clean, potable water with a minimal amount of residual waste in the form of concentrated brine that can be accepted for disposal in a Texas Railroad Commission permitted salt water disposal facility. Raymond C. Sherry, in his individual capacity and in his capacity as Vice President of Aqua Sweet and LP further represent and warrant that the water subject to such purification will pass all relevant Texas and Federal standards for

drinking water. To confirm the veracity of such representations and warranties, Aegis shall use commercially reasonable efforts to develop a production unit for testing purposes (the "Test Unit"). Aegis shall contract with a vendor or vendors of its choice to produce the Test Unit, and may arrange for the payment of such production with cash, an equity position in Aegis, a combination of the two, or whatever other mutually agreeable business terms Aegis and its prospective vendor(s) may reach. Aegis shall have the right, but not the obligation, to spend more than \$120,000 in the development of the Test Unit. To the extent that Aegis is unable to produce such Test Unit for terms that it deems to be commercially reasonable, Aegis shall have the option to terminate this Agreement. In the event of such a termination, all of the Assets shall revert back to Aqua Sweet.

- c. Raymond C. Sherry, Aqua Sweet and LP shall assist Aegis in the development of the Test Unit as required by Aegis, including but not limited to providing a full explanation of the process and controls, and a disclosure of the relationship of the process elements and controls to the claims made in the existing and pending patents of Aqua Sweet.
- d. In the event that Aegis, in its sole discretion, determines that the Test Unit does not function as warranted above, its sole remedy shall be to terminate this Agreement and void all of its obligations to all Parties hereunder.
- e. Range Production Company shall use commercially reasonable efforts to assist Aqua Sweet to find an appropriate location to perform the testing contemplated by Paragraph 3(b) above.
- f. Aqua Sweet shall demonstrate that the Test Unit equipment can operate on a 24/7 basis continuously for a minimum of fifteen days without failure, and still perform to the specifications detailed above during that time span.
- g. Aqua Sweet and LP shall demonstrate with relevant documentation that, prior to the Effective Date, it owned the Assets outright, and that the Assets were free and clear of all liens and encumbrances of any kind.
- h. Within a reasonable time after the Effective Date, not to exceed twenty one (21) days, Aqua Sweet, LP and Raymond C. Sherry shall provide Aegis with a complete inventory and schedule of the Assets, and if necessary, shall effectuate and/or file all appropriate documents related to the transfer of same. By way of example and not limitation, such parties will file the appropriate transfer documents with the patent office, and provide an appropriate Bill of Sale in a commercially reasonable format with respect to each of the Assets.
- i. Upon completion of the Due Diligence Period, if Aegis in its sole discretion is not satisfied as to the viability or value of the Assets, Aegis will have the option to terminate this Agreement without fault. In the event of such termination, all the Assets shall revert back to Aqua Sweet. Additionally, in the event of such

termination, all of the equity issued pursuant to Section 5 below shall revert back to Aegis and the parties agree to take such actions and execute any documents or other instruments which are reasonably necessary to effect such transfers.

#### **4. Raising Capital**

Aegis agrees to use its reasonable commercial efforts to raise the funds required to effectuate the transactions contemplated herein. Specifically, Aegis agrees:

- a. To provide or procure initial funding of at least \$500,000 for general operations by September 30, 2012. Aqua Sweet and LP will assist and participate in the raising of such funding as reasonably requested by Aegis by explaining and/or demonstrating its technology and product(s) to potential investors.
- b. If by September 30, 2012, Aegis has not raised the required funding, or is unable to provide the funding itself, either Aegis or Aqua Sweet shall have the option to terminate this Agreement without fault. In the event of such termination, all of the Assets shall revert back to Aqua Sweet. Additionally, in the event of such termination, all of the equity issued pursuant to Section 5 below shall revert back to Aegis.
- c. To provide or procure adequate capital to fund company operations on a going forward basis, including but not limited to the mass production and/or marketing of any viable product(s) or technology among the Assets.

#### **5. Equity Arrangements**

In exchange for the Assets and other valuable consideration, Aegis shall issue a portion of its equity to the individual members of Aqua Sweet. Specifically,

- a. Aegis shall issue 50% of its stock to the following individuals or entities, in the ownership percentages detailed below:

James E. Hamilton:	20%
Range Production Company:	15%
Raymond C. Sherry:	5.553%
Kyle E. Carrick:	3.487%
Debra A. Bohn:	0.594%
Tyler Johnson:	0.687%
Mark Terry:	0.582%
Roger Chauza:	1.491%
BLKAQUA LLC:	1.656%
Earl Harcrow:	0.294%
Lynn A. Barringer:	0.469%
The Ada Ricks Broussard Irrevocable Trust:	0.187%

- b. The common stock issued pursuant to Paragraph 5(a) above shall receive equal treatment with all other common stock holders. Furthermore, one third of the common stock issued to each of the individuals listed above pursuant to Paragraph 5(a) shall not be subject to dilution, and these stock holders shall not be subject to capital calls, and shall be entitled to participate in the raising of future capital.
- c. Aegis shall retain 40% of its equity for use with future investors in consideration for acquiring necessary capital and shall not dilute any of the parties listed in paragraph 5a prior to the issuance of the reserved 40%.
- d. In consideration of their past efforts to develop and market the Assets, Aegis shall apportion 10% of its equity as follows:

Roger Chauza:	0.357%
Monica Coney LLC:	0.492%
Earl Harcrow:	1.475%
Carol Sherry	0.306%
Raymond C. Sherry	5.784%
Craig Bredbenner	1.252%
Lynn A. Barringer:	0.334%

#### **6. Consulting Agreement**

Aegis agrees to enter into a Consulting Agreement with Insight Consulting, attached hereto as Exhibit A.

#### **7. Payment to Carol Sherry**

Assuming that the Agreement has not been terminated, Aegis agrees to pay Carol Sherry a total of \$30,000 in equal monthly installments over 6 months commencing on October 31, 2012.

#### **8. Humanitarian Initiatives**

Aqua Sweet desires that the technology contemplated by made available to non-profit humanitarian organizations. Therefore, to the extent that Aegis is able to use the Assets to produce a viable product or products that are taken to market, Aegis will use commercially reasonable efforts to make such products available to such humanitarian organizations at cost plus 10%, at the direction and discretion of the Board of Directors, and to the extent such product(s) are not otherwise committed for or necessary for business purposes.

#### **9. Representation & Warranty**

In addition to the representations and warranties contained in Section 3 above, Aqua-Sweet represents and warrants that it owns the Assets free and clear of all liens and encumbrances of any kind, and that it has not been put on notice of any dispute with respect to the ownership of same, or the validity of any of its patents.

#### **10. Indemnities related to the Intellectual Property**

In the event of any claim, action, proceeding or suit by a third party against Aegis alleging direct infringement of any United States or Canadian patent, copyright, trademark or misappropriation of a trade secret, related to the Assets, Aqua Sweet and LP will indemnify, defend and hold harmless Aegis against such claims or allegations. Aqua Sweet and LP will reimburse Aegis for costs, expenses and reasonable attorneys' fees incurred as a result of same, and shall indemnify Aegis against any liability assessed against Aegis on account of such infringement.

#### **11. No Consequential Damages**

With the exception of the indemnity detailed above, in no event shall any Party be liable for any special, indirect, or consequential damages, including but not limited to lost profits, even if such Party has been advised of the possibility of any of these damages.

#### **12. Headings**

The Section headings used herein are for reference and convenience only and shall not be used in the interpretation of this Agreement.

#### **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflicts of laws provisions.

#### **14. Dispute Resolution and WAIVER OF JURY TRIAL**

If the Parties are unable to resolve any controversy arising under this Agreement, the following provisions will apply:

a. **Mediation** -- upon the election of any party, any dispute hereunder shall be submitted to non-binding mediation prior to resort to litigation. In the event of such an election by one of the Parties, the Parties agree to retain the services of a mutually acceptable professional mediator to attempt resolve their differences. This mediation requirement shall not stay any requests for temporary restraining orders or immediate injunctive relief.

b. **Bench Trial** - The parties each agree that, should they pursue litigation arising from or related to this Agreement, each of them shall submit their



dispute to a non-jury bench trial by a state or federal judge located in Tarrant County, Texas.

c. **WAIVER OF JURY TRIAL - EACH PARTY HEREBY IRREVOCABLY WAIVES THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**15. Severability**

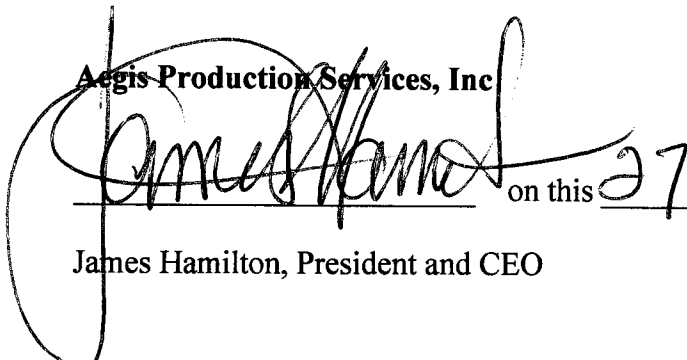
In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the intentions of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

**16. Entire Agreement and Modification**

This Agreement forms the entire agreement and understanding between the Parties regarding the subject matter hereof. It is intended to supersede all previous agreements, representations and understandings, whether written or oral, between the Parties regarding the subject matter. This Agreement may not be amended or waived other than by in writing signed by all Parties hereto.

Agreed to and executed by:

**Aegis Production Services, Inc**

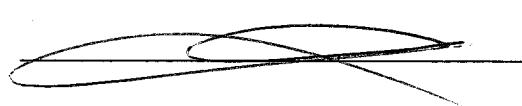
  
on this 27 day of February, 2012.

James Hamilton, President and CEO

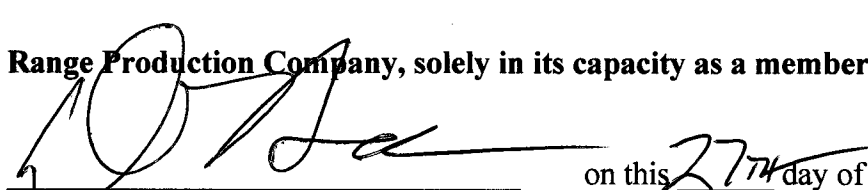
**Aqua Sweet LLC, a Delaware Limited Liability Company**

  
on this 27 day of February, 2012.


**Aqua Sweet LP, a <sup>Texas</sup> Delaware Limited Partnership, on its own behalf and as a member of Aqua Sweet, LLC**

  
on this 27 day of February, 2012.

**Range Production Company, solely in its capacity as a member of Aqua Sweet, LLC**

  
on this 27<sup>th</sup> day of February, 2012.  
David P. Poole, Senior Vice President

Raymond C. Sherry:

  
on this 27 day of February, 2012.

For the limited purposes detailed in Sections 3 & 5:

Kyle E. Carrick:

[Signature]

on this 27 day of February, 2012.

Debra A. Bohn:

[Signature]

on this 27 day of February, 2012.

Tyler Johnson:

[Signature]

on this 27 day of February, 2012.

Mark Terry:

[Signature]

on this 29<sup>th</sup> day of February, 2012.

Roger Chauza:

[Signature]

on this 27<sup>th</sup> day of February, 2012.

BLKAQUA LLC:

[Signature]  
Monica Coney, Managing Member

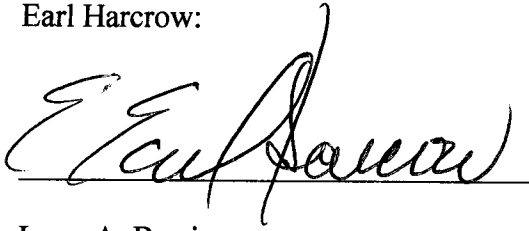
on this 27 day of February, 2012.

Monica Coney LLC:

[Signature]  
Monica Coney, Managing Member

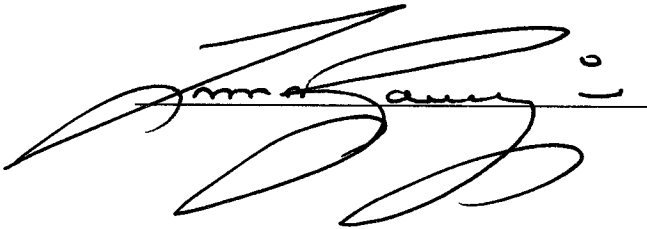
on this 27 day of February, 2012.

Earl Harcrow:



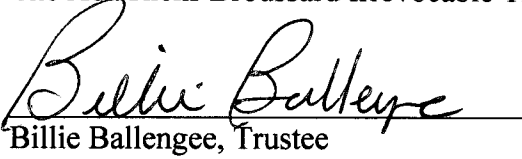
on this 27<sup>th</sup> day of February, 2012.

Lynn A. Barringer:



on this 27<sup>th</sup> day of February, 2012.

The Ada Ricks Broussard Irrevocable Trust



Billie Ballengee, Trustee

on this 27<sup>th</sup> day of February, 2012.

# **Exhibit A**

## **Professional Services Agreement**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered by and between Aegis Production Services, Inc, a Texas corporation ("Aegis"), and Dr. Raymond C. Sherry ("Sherry") (collectively the "Parties") as of 2/27/12 (the "Effective Date").

In consideration of the mutual promises contained hereunder, Aegis and Sherry, intending to be legally bound, hereby agree as follows:

1. Subject to this Agreement, Aegis hereby hires Sherry as an independent contractor to provide to Aegis the professional services identified and agreed upon in the attached Schedule 1, as such may be amended from time to time by written agreement of the Parties (collectively, the "Services").
2. This Agreement is effective as of the Effective Date and will continue for twelve months. At the expiration of twelve months, Aegis will have the unilateral option to renew this Agreement for an additional one year term.
3. In consideration for performing the Services, Aegis will pay Sherry \$13,000 per month, commencing 30 days after the Effective Date.
4. Aegis will also reimburse Sherry's expenses, but only to the extent that such expenses are pre-approved in writing by Aegis before they are incurred, or to the extent that such expenses comply with any Travel & Expense policy that may be issued by Aegis in the future. Sherry will furnish Aegis with the appropriate receipts for all reimbursable expenses.
5. Sherry hereby represents and warrants that the Services will be performed in a diligent and professional manner using reasonable care and having a level of skill commensurate with the requirements of this Agreement.
6. Sherry will dedicate no less than 8 hours per week day, five days per week, in performing the Services at Insight's direction.
7. Sherry makes no claim on the assets or intellectual property of Aegis, and will not do so. Furthermore, Sherry acknowledges that all patents, copyrights, trade secrets or other proprietary rights in or to the work product that Sherry may create for Aegis under this Agreement (the "Deliverables"), including, but not limited to, any ideas, concepts, inventions or techniques that Insight may use, conceive or first reduce to practice in connection with the Services, any report, computer program (source code and object code) or programming and/or documentation, manual, chart, specification, formula, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, component, listing, record or other materials, are and will remain the exclusive property of Aegis. During and after the term of this Agreement, Insight and Sherry will execute the instruments that may be appropriate or necessary to give full legal effect to this Section.

8. Sherry acknowledges that he may receive certain confidential or proprietary information of Aegis under this Agreement. Sherry agrees that he will use at least the same means he uses to protect his own confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of: (a) written information received from Aegis that is marked or identified as confidential, (b) oral or visual information identified as confidential at the time of disclosure, and (c) information which under the circumstances surrounding disclosure places the receiving party on reasonable notice that such information should be treated as confidential (collectively, the "Confidential Information"). Confidential Information will not include information that belongs to Sherry or is (a) publicly known or becomes publicly known through no unauthorized act of Sherry; (b) rightfully received from a third party under no duty of confidentiality; (c) independently developed by Sherry without use of the Aegis' Confidential Information; (d) disclosed without similar restrictions to a third party by Aegis; (e) approved by the Aegis for disclosure; or (f) required to be disclosed pursuant to a requirement of a governmental agency or law, or any governmental or political subdivision thereof, so long as the party required to disclose the information provides the other party with timely notice to the Aegis prior to disclosure to such governmental agency. Sherry may use Confidential Information received from the Aegis only in connection with the Services, and may disseminate such Confidential Information only to persons having a need for access to such Confidential Information in connection with their performance of the Services, provided such persons are subject to confidentiality agreements with Sherry which are at least as protective of Aegis' Confidential Information as this Agreement. Except as otherwise permitted above, Sherry will not disseminate Confidential Information to any other parties without the prior written consent of Aegis. Upon termination or expiration of this Agreement, or upon the written request of the Aegis, Sherry will return all copies of Confidential Information provided in connection with such Services to Aegis or certify, if so requested by Aegis, in writing that all copies of Confidential Information have been destroyed.
9. Sherry will defend Aegis from any third party claims for bodily injury, death or damage to tangible property made arising out of or related to its performance of the Agreement, and fully indemnify Aegis from any damages related to such claims, except to the extent caused by Aegis' actions or omissions.
10. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice or conflict of laws provisions.
11. Neither Aegis or Sherry is a party to any agreement that would prohibit or restrict its right or ability to enter into this Agreement, or perform its obligations hereunder.
12. No waiver, alteration or modification of any provision hereof, including Schedule 1, will be binding unless in writing and signed by duly authorized representatives of both parties. Should any part of this Agreement be held unenforceable or invalid, then

the validity of or enforceability of the remaining provisions will not in any way be affected or impaired.

13. Aegis may freely assign this Agreement. Sherry may not assign this Agreement without the express written consent of Aegis.

14. This Agreement is intended to be the sole and complete statement of obligations of the parties with respect to the subject matter hereof, and supersedes all previous understandings, representations, negotiations, and proposals.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be accepted and executed by their duly authorized representatives as of the Effective Date hereof.

Aegis Production Services, Inc.

By: 

Name: James E. Hamilton

President and CEO

Date: 27 FEB 2012

Dr. Raymond C. Sherry

By: 

Date: 2-27-2012



## **Schedule 1**

The Services shall include the provision of technical engineering consulting, as needed and directed by Aegis, related to assets and technology owned by Aegis. Specifically, Insight shall provide design specifications, drawings, operating manuals and other related documentation with respect to the process and controls necessary and required in order to effectively operate any and all products or technologies owned or developed by Aegis.

Furthermore, Insight shall participate in the design review, fabrication review of any and all products or technologies owned or developed by Aegis.

Insight shall further draft all operations manuals, generate applicable parts lists, draft required or requested safety manuals.

Insight shall provide fabrication and assembly drawings, and all necessary computer aided drafting.

Insight shall assist Aegis in meetings with potential investors and potential customers, as reasonably requested by Aegis, by being present and explaining and/or demonstrating any and all product or technologies owned or developed by Aegis.

Insight shall fully participate in all required product testing.

Insight shall generally assist Aegis as required to develop, produce and refine any and all of its products and technologies in an effort to take any such products or technologies to market.