

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3606552

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BEAR ONSITE, LLC	10/14/2015
RECEIVING PARTY DATA		
Name:	FIRST ALLIANCE BANK	
Street Address:	51 GERMANTOWN COURT	
Internal Address:	SUITE 100	
City:	CORDOVA	
State/Country:	TENNESSEE	
Postal Code:	38018	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	8075774
	Patent Number:	8182676
	Patent Number:	8182685
CORRESPONDENCE DATA		
Fax Number:	(203)782-2889	
<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:	203-498-4447	
Email:	lblair@wigin.com	
Correspondent Name:	WIGGIN AND DANA LLP ATTN: PATENT DOCKET	
Address Line 1:	ONE CENTURY TOWER	
Address Line 2:	P.O. BOX 1832	
Address Line 4:	NEW HAVEN, CONNECTICUT 06508-1832	
NAME OF SUBMITTER:	ANTHONY P. GANGEMI	
SIGNATURE:	/Anthony P. Gangemi/	
DATE SIGNED:	11/09/2015	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 14 day of October, 2015, by and between Bear Onsite, LLC, a Tennessee Limited Liability Company having its principal place of business at 55 Thompson Way, Somerville, Tennessee 38068-1222 (the "Assignor"), and First Alliance Bank, a Tennessee Corporation having its principal place of business at 51 Germantown Court, Suite 100, Cordova, Tennessee 38018 (the "Assignee"), (collectively the "Parties").

WHEREAS, Theo B. Terry, III has invented three inventions (the "Inventions") and was granted United States Letters Patent for said Inventions, said Inventions being more particularly described by Exhibit A attached hereto and incorporated by reference (the "Patents").

WHEREAS, Theo B. Terry, III assigned his interest in the Inventions and their respective Patents described in Exhibit A to Bear Onsite, LLC.

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patents, and Assignor wishes to sell its interest in the Patents to Assignee.

NOW, THEREFORE, in consideration of the mutual promises herein exchanged and for good and valuable consideration from the Assignee, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patents listed in Exhibit A including any and all improvements thereto, and any division, continuation, continuation-in-part thereof or renewal thereof, and in and to any and all Letters Patent of the United States which may be issued on any related applications thereon, claim priority therefrom, and any and all reissues, re-examinations and extensions thereof, and in and to any and all applications for Letters Patent filed in any country or countries foreign to the United States for the Inventions or improvements, including all priority rights, and any and all Letters Patent which may be granted in any country or countries foreign to the United States therefor, and in and to any other applications based in whole or in part on any of the foregoing. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Tennessee without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Bear Onsite, LLC
c/o Theo B. Terry, III
55 Thompson Way
Somerville, TN 38068-1222

If to Assignee:

First Alliance Bank
51 Germantown Court, Ste 100
Cordova, TN 38018

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR: Bear Onsite, LLC ^{10/14/2015}

Theo B. Terry, III
Signature

Theo B. Terry, III
Print Name

President
Title: ^{10/14/2015}

STATE OF TENNESSEE
COUNTY OF FAYETTE

ASSIGNEE

DAVID D. GROSS
Signature

DAVID D. GROSS
Print Name Senior Vice President

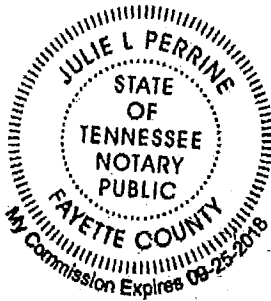
Before me, Julie L. Perrine, a notary public of the state and county aforesaid, personally appeared Theo B. Terry, III, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the President (or other officer authorized to execute the instrument) of Bear Onsite, LLC., the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the banking institution by himself as President.

Witness my hand and seal, at office this 14 day of October, 2015.

Julie L. Perrine
Notary Public

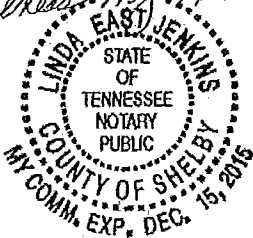
My Commission expires:

9/25/18



Before me, Linda East Jenkins, appeared David D. Gross who acknowledged himself to be the SUP of First Alliance Bank, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office this 16th day of October, 2015



Linda East Jenkins
Notary Public

EXHIBIT A**TABLE 1**

Patent/Application No.	Title	Filing Date	Country
US 8 182, 685 B2	Effluent Filter Cartridge with progressive Filtration	5/22/2012	USA
US 8 182, 676 B2	Waste water Effluent Filter Case with gas baffle	5/2/2012	USA
US 8. 075, 774 B2	Effluent Filter Cartridge with progressive filtration	12/13/2011	USA