

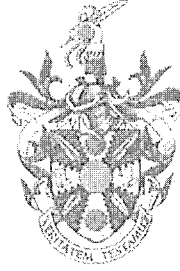
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3679162

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PCIP LIMITED	07/15/2015
RECEIVING PARTY DATA		
Name:	AQUALOGY ENVIRONMENT LIMITED	
Street Address:	160 AZTEC WEST	
Internal Address:	ALMONDSBURY	
City:	BRISTOL	
State/Country:	UNITED KINGDOM	
Postal Code:	BS32 4TU	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6916383
CORRESPONDENCE DATA		
Fax Number:	(703)739-9577	
<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>		
Email:	tdash@stites.com	
Correspondent Name:	STITES & HARBISON PLLC	
Address Line 1:	1800 DIAGONAL R	
Address Line 2:	SUITE 325	
Address Line 4:	ALEXANDRIA, VIRGINIA 22314	
ATTORNEY DOCKET NUMBER:	USP6916383	
NAME OF SUBMITTER:	TAMEKA DASH	
SIGNATURE:	/Tameka Dash/	
DATE SIGNED:	01/04/2016	
Total Attachments: 11		
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Date: 15 July 2015

TO ALL TO WHOM these presents shall come I, **Marc Robert White, Notary Public**, authorised to practise throughout England and Wales, **CERTIFY** as follows:

That on **15 July 2015** I caused an inspection to be made at the United Kingdom Companies Registration Office in respect of the following two companies:

- i **PCIP Limited** incorporated and registered in England and Wales with company number **05951147** whose registered office is at 160 Aztec West, Almondsbury, Bristol BS32 4TU (hereafter "PCIP"); and
- ii **Aqualogy Environment Limited** incorporated and registered in England and Wales with company number **05687775** whose registered office is at 160 Aztec West, Almondsbury, Bristol BS32 4TU (hereafter "AEL").

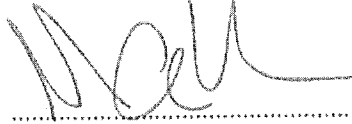
AND I FURTHER CERTIFY that:

1. the document annexed hereto and headed 'Assignment of Patents' was signed in my presence on this day by:
 - a. PCIP acting by **Mr Christopher Paul CARPENTER**, holder of United Kingdom of Great Britain and Northern Ireland passport number **531744291**, known to me to be a director of **PCIP**, and by
 - b. **AEL** acting by **Mr Christopher Paul CARPENTER**, holder of United Kingdom of Great Britain and Northern Ireland passport number **531744291**, known to me to be a director of **AEL**.
2. the document so signed is binding upon both PCIP and AEL.

Marc Robert White - Notary Public
157 Redland Road, Redland, Bristol BS6 6YE England
T: +44 (0) 117 946-7709 info@mwnotary.com

PATENT
REEL: 037399 FRAME: 0041

SIGNED and sealed at 157 Redland Road, Redland, Bristol BS6 6YE
England this **FIFTEENTH** day of **JULY** in the year **TWO THOUSAND AND
FIFTEEN**



.....
Marc Robert White
Notary Public
England and Wales

Prot. no: **301 - 2015**

APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays/Pais	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Marc R White
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal/stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	06 October 2015
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el número	K703550
9. Seal / stamp: Sceau / timbre: Sello / timbre:	10. Signature: A. Hodges Signature: Firma:



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To verify this apostille go to www.verifyapostille.service.gov.uk

Roxburgh Milkins

Assignment of Patents

Between:

- (1) PCIP Limited; and
- (2) Aqualogy Environment Limited

Dated 15TH JULY 2015

Roxburgh Milkins Limited
Telephone 0845 241 9500
Facsimile 0845 241 9496
Website www.roxburghmilkins.com

THIS AGREEMENT is dated 15 JULY 2015

PARTIES

- (1) **PCIP Limited** incorporated and registered in England and Wales with company number 05951147 whose registered office is at 160 Aztec West, Almondsbury, Bristol, BS32 4TU (the "Assignor"); and
- (2) **Aqualogy Environment Limited** incorporated and registered in England and Wales with company number 05687775 whose registered office is at 160 Aztec West, Almondsbury, Bristol, BS32 4TU (the "Assignee").

BACKGROUND

- (A) The Assignee is the owner of the entire issued share capital of the Assignor and it has been determined that the business of the Assignor should be transferred to the Assignee and other group companies.
- (B) The Assignor now wishes to assign to the Assignee all its right, title and interest in the Patents (as defined below).

AGREED TERMS

1. INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"Agreement" this Agreement (including any schedule or annexure to it and any document in agreed form); and

"Patents" details of which are set out in Schedule A to this Agreement.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes fax but not e-mail.
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the word, description, phrase or term preceding those terms.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

- 2.1 In consideration of the payment by the Assignee to the Assignor of the sum of £1.00 (receipt of which the Assignor acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in the Patents.
- 2.2 The assignment effected by this clause 2 shall include, without limitation, the assignment and transfer of:
- (a) all patents that may derive priority from or have equivalent claims to or be based on the Patents in any country in the world;
 - (b) all rights of action, powers and benefits arising from ownership of the Patents, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Agreement; and
 - (c) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world.

3. WARRANTIES

- 3.1 The Assignor warrants that:
- (a) it is the sole legal and beneficial owner of the Patents;
 - (b) all application, legal, prosecution, registration and renewal fees in respect of the Patents have been paid;
 - (c) the Patents are free from any security interest, option, mortgage, charge or lien;
 - (d) it is not aware of any claim that any of the Patents are invalid or unenforceable, or that an opposition, interference, re-examination or equivalent proceedings in respect of any of the Patents have commenced;

- (e) it is not aware of any infringement or likely infringement of or any challenge or likely challenge to the validity of, the Patents or of anything that might render the Patents invalid or subject to a compulsory licence order; and
- (f) so far as it is aware, exploitation of the Patents will not infringe the rights of any third party and it is not aware of any third party rights which would prevent the exercise by the Assignee of the rights granted under this Agreement.

4. FURTHER ASSURANCE

The Assignor shall at the expense of the Assignee execute any further documents that may reasonably be required by the Assignee to register the Assignee as proprietor of the Patents.

5. ENTIRE AGREEMENT

5.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. Each party acknowledges that:

- (a) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement; and
- (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement.

5.2 Nothing in this clause 5 shall limit or exclude any liability for fraud.

6. GOVERNING LAW & JURISDICTION

6.1 This Agreement and any dispute or claim (whether contractual or non-contractual) shall be governed by and construed in accordance with English law.

6.2 Each of the parties irrevocably submits for all purposes arising out of and in connection with this Agreement to the exclusive jurisdiction of the courts of England.

7. EXCLUSION OF THIRD PARTY RIGHTS

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

8. ASSIGNMENT

This Agreement and any or all of the Assignee's rights and obligations under this Agreement may be assigned, novated, transferred or subcontracted to a member of the Assignee's Group, upon giving prior written notice to the Assignor.

9. **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11. **SEVERANCE**

- 11.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 11.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12. **COUNTERPARTS**

This Agreement may be executed in a number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together constitute the one agreement.

13. **NOTICES**

- 13.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by fax to its main fax number.
- 13.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
 - (c) if sent by fax, at 9.00 am on the next Business Day after transmission.


This agreement has been entered into on the date stated at the beginning of it

Schedule Patents

Country	Application	Publication	Filing Date	Status
USA	US10/169709	US6916383	10 Jan 2001	Granted
Europe- UK, Austria, Belgium, Switzerland, Ireland, Germany, Spain, France, Italy and Sweden	EP01900502.4	EP1248689	10Jan 2001	Granted
Japan	JP2001- 551632	JP4653921	10 Jan 2001	Granted
Korea	KR10-2002- 7008857	10-0786148	10Jan 2001	Granted

Signed by 
for and on behalf of PCIP Limited

C. CARPENTER
Director

Signed by 
for and on behalf Aqualogy
Environment Limited

C. CARPENTER
Director