# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3915278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MICHAEL S SHOWELL	06/01/2016
JOHN GORSUCH	06/01/2016
JOSEPH ROBERTS	05/30/2016

### **RECEIVING PARTY DATA**

Name:	BIOWISH TECHNOLOGIES, INC.
Street Address:	2724 ERIE AVENUE, SUITE B
City:	CINCINNATI
State/Country:	ОНЮ
Postal Code:	45208

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	15147489
PCT Number:	US2016030979

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: mwaters@cooley.com

**COOLEY LLP** Correspondent Name:

Address Line 1: 1299 PENNSYLVANIA AVENUE, NW SUITE 700

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	BIOW-014/001US
NAME OF SUBMITTER:	CHUN L. YU
SIGNATURE:	/Chun L. Yu/
DATE SIGNED:	06/13/2016

### **Total Attachments: 7**

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**PATENT** REEL: 038898 FRAME: 0663 503868629

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> PATENT REEL: 038898 FRAME: 0664

## **ASSIGNMENT**

Michael S. Showell, residing at 685 Compton Road, Cincinnati, OH 45231, John Gorsuch, residing at 4406 East Galbraith Road, Cincinnati, OH 45236, and Joseph Roberts, residing at 9258 Deercross Parkway 3B, Cincinnati, OH 45236 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled MICROBIAL COMPOSITIONS AND METHODS FOR DENITRIFICATION AT HIGH DISSOLVED OXYGEN LEVELS, and which is a:

(1)	provisional application
	(a)  to be filed herewith; or
	(b) bearing Application No. , and filed on ;
(2)	<ul> <li></li></ul>
(3)	<ul> <li>         \overline{\text{PCT application}}          \text{bearing Application No. PCT/US2016/030979, and filed on May 5, 2016.}     </li> </ul>
(4)	a patent application bearing Serial No. , and filed on ;
	and/or
(5)	attached hereto.

WHEREAS, BiOWiSH Technologies Inc., a corporation having its principal place of business at 2724 Erie Avenue, Suite B, Cincinnati, OH 45208 its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by

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these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world:
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

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The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

THE CARDING TO SHOW OF
A notary public or other officer completing this certificate verifies only the identity of the
individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of OHIO ss.
County of HAMICTON
On 1 JUNE 2016, before me, John B. GEST,
Notary Public, personally appeared Michael S. Showell ,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.  JOHN B GEST
WITNESS my hand and official seal.  Notary Public In and for the State of Ohle My Commission Expires
December 10, 2019
Signature of Notary Public Place Notary Seal Above
My Commission Expires: 12-10-19

Date: June / 2016 By:

Date: 150M6 By: John Gorsuch
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of OHIO ) ss. County of Hamilton
On 1 Jun 2016, before me, John B. Gest,  Notary Public, personally appeared John Gorsock  who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.  JOHN B GEST Notary Public In and for the State of Ohio My Commission Expires December 10, 2019
Signature of Notary Public Place Notary Seal Above
My Commission Expires: 12-10-19

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of $OHIO$ ) ss.
County of Hamilton) ss.
On <u>5/30/16</u> , before me, <u>Sissan M. An Irichy</u> , Notary Public, personally appeared <u>Joseph Roberts</u> ,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.
WITNESS my hand and official seal.  Sus_N M. AHLRICHS, ATTORNEY AT LAW Notary Public - State of Ohio My Commission has no expiration date. Section 147.03 O.R.C.
Signature of Notary Public Place Notary Seal Above
Signature of Notary 1 upite
My Commission Expires:

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For and on behalf of ASSIGNEE:
Date: 6/1/2016  By: Name: 1414 5. EQUADE  Title: CEC  Company: BiOWiSH Technologies
Inc.
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of Ohio ) ss. County of Hamilton
On 1 June 2016, before me, John B. Gest,
Notary Public, personally appeared IAN S. Edwards,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.  JOHN B GEST Notary Public In and for the State of Ohle My Commission Expires December 10, 2019
ATE OF ONLY
Signature of Notary Public Place Notary Seal Above
My Commission Expires: 12-10-19

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**RECORDED: 06/13/2016**