

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3965299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EARLE SCHALLER	06/30/2016

RECEIVING PARTY DATA

Name:	NEFCO SYSTEMS, INC.
Street Address:	8895 NORTH MILITARY TRAIL
Internal Address:	SUITE 100C
City:	PALM BEACH GARDENS
State/Country:	FLORIDA
Postal Code:	33410

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	7473358
Patent Number:	7556157
Patent Number:	7726494
Patent Number:	8083075
Patent Number:	7963403
Patent Number:	8328025
Patent Number:	7971731
Patent Number:	8220644
Patent Number:	9339742
Patent Number:	9174148
Application Number:	14707396
Application Number:	14623078
Application Number:	62200683

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.

Phone: 410-659-6402

Email: patents@wtplaw.com

Correspondent Name:	WHITEFORD, TAYLOR & PRESTON, LLP
Address Line 1:	SEVEN SAINT PAUL STREET
Address Line 4:	BALTIMORE, MARYLAND 21202-1626

ATTORNEY DOCKET NUMBER:	087588.00001
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NAME OF SUBMITTER:	J. HINDAH WEISSBROT
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SIGNATURE:	/J. Hindah Weissbrot/
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DATE SIGNED:	07/18/2016
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Total Attachments: 5

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") dated effective as of June 30, 2016, is by and between Earle Schaller, individually ("Assignor"), and NEFCO Systems, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the patents and patent applications listed in Attachment A attached hereto (the "Patents"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") by which Assignee is acquiring the Patents.

NOW, THEREFORE, for good and valuable consideration, including the purchase price Assignee has given to Assignor in the form of a Promissory Note of even date herewith, the adequacy, legal sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of and from encumbrances, all right, title and interest, together with all rights of priority, in and to the Patents and the patent(s) that may issue from such Patents, and including the subject matter of all claims that may be obtained therefrom, and any foreign counterparts or equivalents thereto, existing now or in the future, and any and all divisionals, continuations (in whole or in part), reissues, renewals and extensions of any of the foregoing, any substitutions therefor and any patents that may issue from the foregoing, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the end of the term or terms for which said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made. Said Assignment includes, without limitation, all income, royalties, damages or payments due or payable after the date of this Assignment related to any of the foregoing and all claims for damages by reason of past, present or future infringement or other unauthorized use of the foregoing, with the right to sue for and collect the same.

2. Assignor hereby authorizes and requests the Commissioner of Patents at the United States Patent and Trademark Office, and any similar foreign patent authorities, to record this Assignment so as to reflect Assignee's ownership of the Patents.

3. Assignor hereby covenants and agrees that the Assignor will, at any time, upon request, execute and deliver any and all papers and take any and all other reasonable actions that may be necessary or desirable to implement or perfect this Assignment, without further compensation but at the expense of the Assignee, its successors or assigns with respect to Assignor's costs.

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EXHIBIT H

4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets and Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

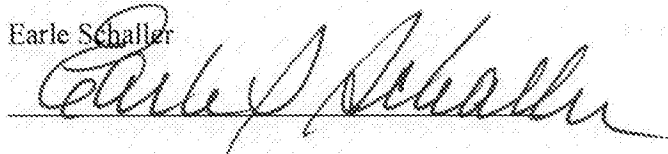
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). The parties hereto irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in Palm Beach County, Florida, for any proceeding arising out of or in relation to this Assignment and the transactions contemplated hereby.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the first date written above.

ASSIGNOR:

Earle Schaller



ASSIGNEE:

NEFCO Systems, Inc.

By: _____

Name: David Painter

Title: President

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EXHIBIT H

4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets and Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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ASSIGNOR:

Earle Schaller

ASSIGNEE:

NEFCO Systems, Inc.

By: David Painter

Name: David Painter

Title: President

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ATTACHMENT A

PATENT REGISTRATIONS

Title	Registration Number	Grant Date	Country of Issuance
Hinged Cover for Use in a Clarifier Tank having an Inboard Launder Channel	7,473,358	January 6, 2009	United States
Density Current Baffle for a Clarifier Tank	7,556,157	July 7, 2009	United States
Density Current Baffle for a Clarifier Tank	7,726,494	June 1, 2010	United States
Density Current Baffle for a Clarifier Tank	8,083,075	December 27, 2011	United States
Dual Surface Density Baffle for Clarifier Tank	7,963,403	June 21, 2011	United States
Dual Surface Density Baffle for Clarifier Tank	8,328,025	December 11, 2012	United States
Density Baffle for Clarifier Tank	7,971,731	July 5, 2011	United States
Density Baffle for Clarifier Tank	8,220,644	July 17, 2012	United States
Density Baffle for Clarifier Tank	2,707,777	May 14, 2013	Canada
Density Current Baffle for Clarifier Tank	9,339,742	May 17, 2016	United States
Launder Cover with Independently Openable Panel Members	9,174,148	November 3, 2015	United States

PATENT APPLICATIONS

Title	Application Number	File Date	Country of Application
Multi-Panel Mounting Section for Launder Channel Cover Panels	14/707,396	May 8, 2015	United States
A Hinged Launder Cover System for Improved Access to the Weir	14/623,078	February 16, 2015	United States
Launder Channel Cover with Magnetic Locking Panels	62/200,683	August 4, 2015	United States

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