

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4008770

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the DOCUMENT ATTACHED TO THE FILING previously recorded on Reel 039425 Frame 0752. Assignor(s) hereby confirms the PATENT COLLATERAL AGREEMENT.

CONVEYING PARTY DATA

Name	Execution Date
H2O INNOVATION INC.	07/18/2016

RECEIVING PARTY DATA

Name:	EXPORT DEVELOPMENT CANANDA
Street Address:	150 RUE SLATER
City:	OTTAWA
State/Country:	ONTARIO
Postal Code:	K1A 1K3

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	29424520
Patent Number:	8491788
Patent Number:	8540882
Patent Number:	8491794
Patent Number:	9221702
Application Number:	14209588
Application Number:	62061303
Application Number:	62203489
Application Number:	14878589
Application Number:	14998164

CORRESPONDENCE DATA

Fax Number: (302)636-5454

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: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com

Correspondent Name: CORPORATION SERVICE COMPANY

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	256259-5
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	08/16/2016

Total Attachments: 6

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3971864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
H2O INNOVATION INC.	07/18/2016
RECEIVING PARTY DATA	
Name:	EXPORT DEVELOPMENT CANADA
Street Address:	150 RUE SLATER
City:	OTTAWA
State/Country:	ONTARIO
Postal Code:	K1A 1K3
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	29424520
Patent Number:	8491788
Patent Number:	8540882
Patent Number:	8491794
Patent Number:	9221702
Application Number:	14209588
Application Number:	62061303
Application Number:	62203489
Application Number:	14878589
Application Number:	14998164
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
<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:	202-408-3121 X62348
Email:	jean.paterson@cscglobal.com
Correspondent Name:	CORPORATION SERVICE COMPANY
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	225274-10

PATENT COLLATERAL AGREEMENT

This 18th day of July, 2016, H₂O INNOVATION INC., a Canadian corporation (“*Debtor*”) with its principal place of business and mailing address at 340-330 Rue Saint-Valier Est, Québec, Québec, G1K 9C5, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to EXPORT DEVELOPMENT CANADA, a Canadian corporation, with its mailing address at 150 rue Slater, Ottawa, Ontario, K1A 1K3, and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Patent Collateral*”):

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor and H₂O Operation & Maintenance Inc., as set out in that certain Movable Hypothec without delivery, bearing even date herewith among Debtor, H₂O Operation & Maintenance Inc. and the Secured Party (as the same may be amended, modified, or restated from time to time, the “*Security Agreement*”).

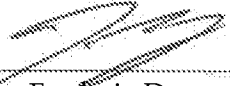
Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Secured Party.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

H₂O INNOVATION INC.

By 
Name Frederic Dugre
Title President and Chief Executive Officer

By 
Name Marc Blanchet
Title Chief Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.

EXPORT DEVELOPMENT CANADA

By _____
Name _____
Title _____

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

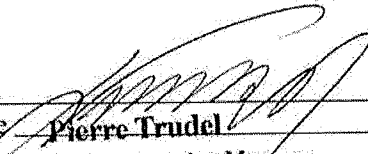
H₂O INNOVATION INC.

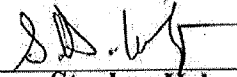
By _____
Name _____
Title _____

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

EXPORT DEVELOPMENT CANADA

By  _____
Name **Pierre Trudel**
Title **Senior Financing Manager**

By  _____
Name **Stephen Hebert**
Title **Senior Financing Manager**

[SIGNATURE PAGE TO PATENT COLLATERAL AGREEMENT -- EDC AND H₂O INNOVATION INC.]

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
29/424,520	Sap Collector	August 18, 2015
8,491,788 (11/975,835)	Process for enhanced total organic carbon removal while maintaining optimum membrane filter performance File No (patent agent): DH2OI-0101	July 23, 2013
8,540,882 (12/843,631)	Process for enhanced total organic carbon removal while maintaining optimum membrane filter performance File No (patent agent): DH2OI-0101-DIV	September 24, 2013
8,491,794 (12/545,584)	Process for enhanced total organic carbon removal while maintaining optimum membrane filter performance File No (patent agent): DH2OI-0102	July 23, 2013
9,221,702 (13/912,622)	Process for enhanced total organic carbon removal while maintaining optimum membrane filter performance File No (patent agent): DH2OI-0102-DIV-01	December 29, 2015

PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	INVENTOR	FILING DATE
14/209,588	System to produce maple syrup and associated method to concentrate maple sap	Rock Gaulin Pierre Courtois H2O Innovation Inc.	March 13, 2014
62/061,303	Method of performing a cleaning operation on a water filtration device	Denis Guibert Bill Legge Paul Laverty Frederic Dugre H2O Innovation Inc.	October 8, 2014
62/203,489	Method of performing a cleaning operation on a water filtration device	Denis Guibert Bill Legge Paul Laverty Frederic Dugre H2O Innovation Inc.	August 11, 2015
14/878,589	Method of performing a cleaning operation on a water filtration device	Denis Guibert Bill Legge Paul Laverty Frederic Dugre H2O Innovation Inc.	October 8, 2015
14/998,164	Process for enhanced total organic carbon removal while maintaining optimum membrane filter performance File No (patent agent): DH2OI-0102-DIV-01-D	H2O Innovation Inc.	December 24, 2015