

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4111687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OVIVO FINANCE INC.	01/01/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OVIVO INC.
<b>Street Address:</b>	2001, MCGILL COLLEGE
<b>Internal Address:</b>	SUITE 2100
<b>City:</b>	MONTREAL
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3A 1G1
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13213603
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)931-3080
<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>	
<b>Phone:</b>	8019313151
<b>Email:</b>	loretta.bogaard@ovivowater.com
<b>Correspondent Name:</b>	OVIVO INC.
<b>Address Line 1:</b>	4246 RIVERBOAT ROAD
<b>Address Line 2:</b>	SUITE 300
<b>Address Line 4:</b>	SALT LAKE CITY, UTAH 84123
<b>ATTORNEY DOCKET NUMBER:</b>	284-34276-US
<b>NAME OF SUBMITTER:</b>	LORETTA BOGAARD
<b>SIGNATURE:</b>	/LOERTTA.BOGAARD/
<b>DATE SIGNED:</b>	10/25/2016
<b>Total Attachments: 8</b>	
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**AGREEMENT ON THE ASSIGNMENT OF INTELLECTUAL PROPERTY**

Dated as of January 1, 2015

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**BETWEEN:** **Ovivo Finance Inc.**, a corporation incorporated under the laws of Canada, herein acting and represented by Mrs. Gwen Klees;  
(hereinafter referred to as the "**Vendor**"),

**AND:** **Ovivo Inc.**, a corporation incorporated under the laws of Canada, herein acting and represented by Mr. Marc Barbeau;  
(hereinafter referred to as the "**Purchaser**")  
  
(individually hereinafter referred to as a "**Party**" and collectively hereinafter referred to as the "**Parties**")

**- IT IS AGREED AS FOLLOWS: -**

**ARTICLE 1 - RECITALS**

- 1.1 The Vendor agrees to sell and the Purchaser agrees to purchase certain assets as further described hereunder.
- 1.2 The Vendor and the Purchaser wish to subject the said sale to the terms and conditions mentioned herein.
- 1.3 The Purchaser is a creditor of Vendor under certain intra-group loans in the aggregate amount of CAD\$ [REDACTED] ("**Ovivo Finance Loan**").
- 1.4 The Vendor wishes to repay a portion of the Ovivo Finance Loan owed to the Purchaser by transferring the Assigned Intellectual Property the Purchaser.
- 1.5 The Vendor and the Purchaser declare that the provisions of this Agreement on the Assignment of Intellectual Property (the "**Agreement**") have been freely negotiated between them.

**ARTICLE 2 – DEFINITIONS**

- 2.1 "**Assigned Intellectual Property**" means certain intellectual property of the Vendor as set forth in **Appendix 1**;
- 2.2 "**Effective Date**" means the date of this Agreement.

**ARTICLE 3 - PURCHASE AND SALE OF THE ASSIGNED INTELLECTUAL PROPERTY**3.1 *Description of the Assigned Intellectual Property*

The Vendor hereby grants, conveys, sells, assigns and transfers to the Purchaser all of Vendor's rights, title and interest in and to the Assigned Intellectual Property and the Purchaser agrees to purchase the Assigned Intellectual Property from the Vendor with effect as of the Effective Date.

**ARTICLE 4 – PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE**4.1 *Purchase Price and payment of Purchase Price*

The purchase price for the Assigned Intellectual Property paid by or on behalf of the Purchaser to or on behalf of the Vendor (i) is equal to the amount set forth in Appendix 4 entitled "Purchase Price" (the "**Purchase Price**") which represents the fair market value of the Assigned Intellectual Property as at the Effective Date, and (ii) is hereby satisfied in the manner set forth in Appendix 4.

**ARTICLE 5 – NO REPRESENTATION AND WARRANTY**

5.1 The Vendor make no representation or warranty (whether express or implied) whatsoever in connection with the Assigned Intellectual Property, whether with respect to the title of ownership or with respect to fitness for a particular purpose or otherwise, and the Purchaser acknowledges that the purchase of the Assigned Intellectual Property by it are being effected on an "as is, where is" basis and at the risk of the Purchaser.

**ARTICLE 6 – MISCELLANEOUS**6.1 *Enurement*

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns. All or any part of the Parties' respective rights and obligations under this Agreement may only be assigned with the consent of the Vendor and the Purchaser.

6.2 *Third Party Beneficiaries*

The Parties intend that this Agreement shall not benefit or create any right or cause of action in favour of, any person other than the Parties and their respective successors and permitted assigns and no person, other than the Parties shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding (including arbitral and administrative proceedings), hearing or other forum.

6.3 *Execution of further documents*

The Parties agree to do all things and sign and execute all deeds and documents and do all such other acts or things necessary or required for the carrying out of the purpose and intent of this Agreement.

6.4 *Governing Law*

This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of Quebec and the laws of Canada applicable therein; the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction of Quebec, judicial district of Montreal.

6.5 *Recitals and Appendices*

The Recitals to this Agreement and the Appendices attached to this Agreement form an integral part hereof.

6.6 *Severability*

If any term or other provision of this Agreement or any other agreement, document or instrument executed pursuant to this Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other terms and provisions of this Agreement or other agreement, document or instrument shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement or other agreement, document or instrument so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.7 *Amendments*

This Agreement may only be amended, restated, supplemented, have any of its provisions waived or be otherwise modified, in whole or in part, pursuant to a written instrument executed by each of the Vendor and the Purchaser.

6.8 *Counterparts*

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

**SIGNATURE PAGE FOLLOWS**

- SIGNATURES -

**OVIVO FINANCE INC.**

Per:



Name: Gwen Klees

Title: Director

**OVIVO INC.**

Per:



Name: Marc Barbeau

Title: President and Chief Executive Officer

Product Line/ Trademark	Title	Country	Omivo Ref. No.	Sub Case	Status	Pat. No.	Issue Date	Exp Date	File Date	Appl. No.
Brackett Green	Retractable Traversing Trash Rake and Method for Cleaning Weedscreen	US	284-00355		EXPIRES	5,718,771	2/17/1998	9/29/2015	9/29/1995	537,191
Brackett Green	Retractable Traversing Trash Rake and Method for Cleaning Weedscreen	Canada	284-00355		Granted	2,186,631	3/18/2003	9/26/2016	9/26/1996	2,186,631
Brackett Green	Screening panel with debris elevator	United Kingdom	284-00357		Granted	2379175	6/14/2005	8/29/2021	8/29/2001	0120900.6
Brackett Green	A band screen assembly	United Kingdom	284-00358		Granted	2407782	8/30/2005	8/29/2021	8/29/2001	0500197.9
Enviroquip/Aerobic Digestion	Multi-Eductor System	US	284-34234		Granted	5,779,890	7/14/1998	11/13/2016	11/13/1996	08/746,752
Enviroquip/Aerobic Digestion/PADG	Versatile Pre-thickened Aerobic Digester System (Improved PADG)	US	284-34239		Granted	7,169,306	1/30/2007	1/18/2025	7/30/2004	10/903,243
Enviroquip/Aerobic Digestion/PADG	Pre-Thickened Aerobic Digester System	US	284-34232		Granted	5,972,220	10/26/1999	6/3/2018	6/3/1998	09/089,886
Enviroquip/Air Beam	Tank Cover Structure with Aeration Distribution	US	284-34235		EXPIRES	5,545,358	8/13/1996	4/20/2015	4/20/1995	08/425,930
Enviroquip/ Clarifier	Clarifier with Influent Well Scum Removal	US	284-34230	CON	Granted	6,274,044	8/14/2001	5/30/2020	5/30/2000	09/584,655
Enviroquip/ Clarifier	Clarifier with Influent Well Scum Removal	US	284-34230	DIV	Granted	6,454,104	9/2/2002	5/23/2021	5/23/2001	09/866,071
Enviroquip/ Clarifier	Clarifier with Influent Well Scum Removal	US	284-34230		Granted	6,068,134	5/30/2000	1/19/2019	1/19/1999	09/232,235
Enviroquip/ Clarifier	Hydraulic Differential Clarifier	US	284-34233		Granted	5,830,356	11/3/1998	11/20/2016	11/20/1996	08/747,428
Enviroquip/Digestion of Waste Activated Sludge	Digestion of Waste Activated Sludge with Algae	US	284-34298		Pending (PROVISIONAL)				9/26/2014	62/056,341
Enviroquip/Water Treatment	Underdrain Filtration System with Stamped Perforations	US	284-34229	DIV	Granted	6,691,413	2/17/2004	6/28/2022	6/28/2002	10/185,638
Enviroquip/Water Treatment	Underdrain Filtration System with Stamped Perforations	US	284-34229		Granted	6,569,328	5/27/2003	11/2/2020	11/2/2000	09/705458
Enviroquip/Water Treatment	Underdrain Unit for Granular Filtration System	US	284-34231		Granted	6,090,284	7/18/2000	10/13/2018	10/13/1998	09/170,870

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Product Line/ Trademark	Title	Country	Ovivo Ref. No.	Sub Case	Status	Pat No.	Issue Date	Exp Date	File Date	Appl. No.
EWT - Biological/Aeration	Orbital Wastewater Treatment System, Method of Operating Same, and Kit for Modifying an Orbital Wastewater Treatment System	US	284-00364		Granted	8,057,674	11/15/2011	1/31/2030	1/16/2009	12/321,381
EWT - Biological/Aeration	Orbital Wastewater Treatment System, Method of Operating Same, and Kit for Modifying an Orbital Wastewater Treatment System	US	284-00364	CIP	Granted	8,318,016	11/27/2012	1/11/2031	2/22/2010	12/660,206
EWT - Biological/Aeration	Orbital Wastewater Treatment System with Combined Surface Aerator and Submerged Impellar	US	284-27611		Granted	7,186,332	3/6/2007	12/29/2024	4/30/2004	10/835,707
EWT - Biological/Aeration	Orbital Wastewater Treatment System and Associated Method of Operating an Orbital Wastewater Treatment System	US	284-34281		Granted	9,011,690	4/21/2015	7/24/2033	3/15/2013	13/835,942
EWT - Biological/Aeration	Orbital Wastewater Treatment System and Associated Method of Operating an Orbital Wastewater Treatment System	Canada	284-34281		Pending				3/15/2014	2,847,343
EWT - Biological/Aeration	Orbital Wastewater Treatment System and Method of Operation Same (Automated IR Gate for Swing Zones)	US	284-34297		Pending (PROVISIONAL)				9/25/2014	62/055,278
EWT - Clarifier	Clarifier Sludge Withdrawal System (RMD - Reverse Manifold Device)	US	284-34287		Pending				9/5/2013	14/019,479
EWT - Clarifier	Clarifier Sludge Withdrawal System (RMD - Reverse Manifold Device)	Canada	284-34287		Pending				9/5/2013	2,861,371
EWT - Debris Filter	Spherical Debris Filter with Splitter Bar	US	284-34284		Pending				10/9/2012	13/647,882
EWT - Debris Filter	Spherical Debris Filter with Splitter Bar	Europe	284-34284		Pending				10/9/2013	13-187 815.9



Product Line / Trademark	Title	Country	Ovivo Ref. No.	Sub Case	Status	Pat.No.	Issue Date	Exp Date	File Date	Appl. No.
EWT - Sedimentation-BSC	SURFACE SCOUR SCUM TROUGH (LICENSED to FLS)	US	284-09202		Granted	6,126,824	10/3/2000	10/15/2018	10/15/1998	172833
EWT - Sedimentation-Sludge Collector / TRAC-VAC	RETRACTABLE SEDIMENT COLLECTING DEVICE FOR COVERED BASINS	US	284-08615		Granted	5,720,891	2/24/1998	4/15/2016	4/15/1996	631140
EWT/Dual Aperture Drum Screen	Filtration Tank with Serially Connected Horizontal Screens	US	284-34276		Pending				8/19/2011	13/213,603
EWT/Dual Aperture Drum Screen	Filtration Tank with Serially Connected Horizontal Screens	Canada	284-34276		Pending				8/18/2012	US12/51513
EWT/Dual Aperture Drum Screen	Filtration Tank with Serially Connected Horizontal Screens	United Kingdom	284-34276		Pending				8/18/2012	US12/51513
Ovivo® MBR	Sewage Treatment Process	US	284-34227		Granted	6,743,362	6/1/2004	6/17/2022	6/17/2002	10/174223
Ovivo® MBR	Sewage Treatment Process with Phosphorus Removal	US	284-34228		Granted	6,712,970	3/30/2004	12/30/2022	12/30/2002	10/331,270
Ovivo® MBR	Energy Efficient Wastewater Treatment for Nitrogen and Phosphorus Removal (4-Stage Nitrogen Removal)	US	284-34240		Granted	7,172,699	2/6/2007	5/20/2025	10/13/2004	10/909,104
Ovivo® MBR	Wastewater Treatment System with Membrane Separators and Provision for Storm Flow Conditions (Storm Masters MBR)	US	284-34241		Granted	7,147,777	12/12/2006	5/9/2025	5/9/2005	11/125,595
Ovivo® MBR	Efficient MBR Operation in Wastewater Treatment (MBR Relax Process)	US	284-34243	CIP	Pending-Pursuing method claims 1-15 - Req for Continued Exam filed 2012-May-				9/22/2008	12/284,490
Ovivo® MBR	Cleaning System for Flat-Plate Membrane Cartridges	US	284-34248		Granted	7,922,829	4/12/2011	12/2/2028	6/2/2008	12/156,671
Ovivo® MBR	Membrane Bioreactor with Reduced Air Scour Requirements	US	284-34249		Granted	8,052,874	11/8/2011	4/23/2030	4/20/2009	12/386,675
Ovivo® MBR	Membrane Bioreactor with Reduced Air Scour Requirements	US.1	284-34249	CIP	Pending				11/8/2011	13/373,284

Product Line/ Trademark	Title	Country	Ovivo Ref. No.	Sub Case	Status	Pat. No.	Issue Date	Exp Date	File Date	Appl. No.
Ovivo® MBR	Efficient Arrangement of Membrane Bioreactors (Integrated Recycle Strategy for Membrane Bioreactors)	US	284-34253		Granted	8,308,939	11/13/2012	12/4/2030	7/6/2009	12/459,769
Ovivo® MBR	Wastewater Treatment System with Ozonation for Microconstituent Removal	US	284-34256		Granted	8,268,174	9/18/2012	9/30/2030	11/2/2009	12/590,152
Ovivo® MBR	Flat Plate Membrane Bioreactor with a Liquid Air Separator	US	284-34270		Granted	8,480,886	7/9/2013	8/22/2031	6/14/2010	12/815,235
Ovivo® MBR	Peak Flow Management in Wastewater Treatment Using Direct Membrane Filtration (Efficiently Managing Peak Flows in Membrane Bioreactors)	US	284-34272		Granted	8,999,170	4/7/2015	12/17/2030	6/15/2012	13/516,708
Ovivo® MBR	Adjustable Variable Bubble Size Aeration for Submerged Membrane Air Scour	WO	284-34289		Pending				10/2/2014	US14/59175
Jones+Attwood	Sewage Screening Apparatus	Australia	284-34221		Granted	772159	9/25/2001	3/15/2020	3/15/2000	772159
Jones+Attwood	Sewage Screening Apparatus	Canada	284-34221		Granted	2,300,761	6/29/2010	3/17/2020	3/17/2000	2300761
Jones+Attwood	Sewage Screening Apparatus	US	284-34221		Granted	6,294,085	9/25/2001	3/10/2020	3/10/2000	09/522566
Jones+Attwood	Grit Trap	Canada	284-34223		Granted	2,541,998	1/3/2012	9/27/2024	9/27/2004	2,541,998
Jones+Attwood	Grit Trap	US	284-34223		Granted	7,468,136	12/23/2008	1/21/2025	9/27/2004	10/574,997
Jones+Attwood	Grit Trap	New Zealand	284-34223		Granted	546587	9/11/2008	9/27/2024	9/27/2004	546587
Jones+Attwood	Grit Trap	Australia	284-34223		Granted	2004208107	8/5/2012	9/27/2024	9/27/2004	2004280107