

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4259649

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BLUE WATER TECHNOLOGIES, INC.	09/07/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NEXOM (US), INC.
<b>Street Address:</b>	101 FALLS ROAD, SUITE 406
<b>City:</b>	GRAFTON
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53024
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15359035
<b>Application Number:</b>	15313089
<b>Application Number:</b>	15358097
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(416)361-2525
<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>	416-367-6404
<b>Email:</b>	jsanford@blg.com
<b>Correspondent Name:</b>	BORDEN LADNER GERVAIS LLP
<b>Address Line 1:</b>	100 QUEEN STREET, SUITE 1300
<b>Address Line 4:</b>	OTTAWA, CANADA K1P 1J9
<b>ATTORNEY DOCKET NUMBER:</b>	PAT86123AW2; 86116D-2/E-2
<b>NAME OF SUBMITTER:</b>	JANET SANFORD
<b>SIGNATURE:</b>	/Janet Sanford/
<b>DATE SIGNED:</b>	02/03/2017
<b>Total Attachments: 8</b>	
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## ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks Agreement (the "**Assignment**") is entered into as of September 7, 2016 by and between Blue Water Technologies, Inc., an Idaho corporation having a principal place of business at 10450 Airport Drive, Hayden, Idaho 83835 ("**Assignor**"), and Nexom (US), Inc., a Delaware corporation having a principal place of business at 101 Falls Road, Suite 406, Grafton, WI 53024 (the "**Assignee**").

### Introduction

Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (as amended from time to time, the "**Purchase Agreement**"). This Agreement is being entered into pursuant to the Purchase Agreement.

Assignor and Assignee hereby agree that, in the interest of convenience, only this Assignment will be filed with the Commissioner of Patents and Trademarks to reflect the transfer to Assignee of Assignor's entire right, title and interest in and to the patents, patent applications, trademarks and trademark registrations listed on **Schedule A** hereto and all variations thereof (the "**Patents and Marks**").

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. **Assignment.** Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to the Patents and Marks, together with the goodwill of the business in connection with which the Patents and Marks had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any divisions, reissues, renewals, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents and Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Patents and Marks.

2. **Further Assistance.** Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in the implementation or perfection of the provisions of this Agreement.

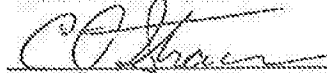
3. **No Impairment of Purchase Agreement.** This Assignment shall not be construed as a waiver of, or to limit, terminate, modify, alter, expand, change or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. In the event of conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.


4. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns, and shall be construed and enforced in accordance with the laws of State of Delaware, without regard to its conflicts of law provisions. This Assignment shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed effective as of the date first above written.

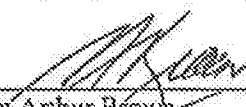
WITNESSED BY: /

  
Signature of Witness  
Print Name: C.J. Strain  
Date: September 7, 2016

  
Signature of Witness  
Print Name: MARK LOPP  
Date: September 7, 2016

ASSIGNOR:

BLUE WATER TECHNOLOGIES, INC.

By:   
Name: Arthur Brown  
Title: President

WITNESSED BY:

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ASSIGNEE:

NEXOM (U.S.), INC.

By: \_\_\_\_\_  
Name: Thomas Pokorsky  
Title: Chief Executive Officer

[Signature Page to Assignment of Patents and Trademarks]

IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed effective as of the date first above written.

**WITNESSED BY:**

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSED BY:**

*Georgia A. Carlson*  
\_\_\_\_\_  
Signature of Witness  
Print Name: *Georgia A. Carlson*  
Date: *September 7, 2016*

*Loras LUX*  
\_\_\_\_\_  
Signature of Witness  
Print Name: *LORAS LUX*  
Date: *September 7, 2016*

**ASSIGNOR:**

BLUE WATER TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

*(US), TM*  
NEXOM *TM* (U.S.), INC.

*Thomas Pokorsky*  
By: \_\_\_\_\_  
Name: Thomas Pokorsky  
Title: Chief Executive Officer

[Signatures Page to Assignment of Patents and Trademarks]

**SCHEDULE A**

**PATENTS**

<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Date Issued</b>
Water treatment method	US	11/627,880	8,080,163	2011-12-20
Water treatment techniques	US	11/627,896	8,071,055	2011-12-06
Washbox	US	11/858,079	7,897,040	2011-03-01
Washbox	US	13/005,379	7,972,509	2011-07-05
Washbox	US	13/005,415	8,206,599	2012-06-26
Water treatment	US	12/013,219	7,713,426	2010-05-11
Water denitrification	US	12/576,108	8,741,154	2014-06-03
Denitrification process, system and computer-readable storage media having instructions to execute the process	KR	20090099456	101134496	2012-04-13

**PATENT APPLICATIONS**

<b>Title</b>	<b>Country</b>	<b>Publication No.</b>	<b>Application No.</b>	<b>Application Date</b>
Washbox	US	2013-0118990	13/526,311	2012-06-18
Water denitrification	US	2014353247	14/271,945	2014-05-07
Integral media reconditioning and recovery system	US	n/a	61/673,181	2012-07-18
Integral media reconditioning and recovery system	WO	WO2014/015115	PCT/US2013/051040	2013-07-18
Integral media reconditioning and recovery system	CA	2,879,449	2,879,449	2013-07-18
Integral media reconditioning and recovery system	US	2015-203364	14/413,663	2015-01-08
Compartmentally expandable rotating belt filter for energy use reduction	US	n/a	61/668,981	2012-07-06

Title	Country	Publication No.	Application No.	Application Date
Compartmentally expandable rotating belt filter for energy use reduction	WO	WO2014/008511	PCT/US2013/049604	2013-07-08
Compartmentally expandable rotating belt filter for energy use reduction	AU	2013286554	2013286554	2013-07-08
Compartmentally expandable rotating belt filter for energy use reduction	CA	2,878,498	2,878,498	2013-07-08
Compartmentally expandable rotating belt filter for energy use reduction	CN	104968407	201380046521.4	2013-07-08
Compartmentally expandable rotating belt filter for energy use reduction	EP	2869904	13813355.8	2013-07-08
Compartmentally expandable rotating belt filter for energy use reduction	KR	20160026817	10-2015-7003257	2013-07-08
Compartmentally expandable rotating belt filter for energy use reduction	US	2015157965	14/412,625	2015-01-02
Enhanced momentum cleaning device for rotating belt screens and filters	US	n/a	61/668,956	2012-07-06
Enhanced momentum cleaning device for rotating belt screens and filters	WO	WO2014008512	PCT/US2013/049607	2013-07-08
Enhanced momentum cleaning device for rotating belt screens and filters	CA	2,878,501	2,878,501	2013-07-08
Enhanced momentum cleaning device for rotating belt screens and filters	EP	2869905	13812733.7	2013-07-08
Enhanced momentum cleaning device for rotating belt screens and filters	KR	20150093647	10-2015-7003258	2013-07-08



Title	Country	Publication No.	Application No.	Application Date
Enhanced momentum cleaning device for rotating belt screens and filters	US	2015182889	14/412,742	2015-01-05
Support structure for belted filter systems	US	n/a	62/001,481	2014-05-21
Support structure for fluid treatment systems having belted filtration systems	WO	WO2015179576	PCT/US2015/031854	2015-05-20
Energy reduction and monitoring control system for backwashing media systems	US	n/a	62/001,577	2014-05-21
Energy reduction and monitoring control system for backwashing media systems	WO	WO2015179580	PCT/US2015/031860	2015-05-20
Airlift devices for use with media filtration systems and associated systems and methods	US	n/a	62/313,019	2016-03-24
Sand filters sectional cone assembly	US	n/a	62/316,934	2016-04-01
Microscreen in conjunction with BNR planctomyces bacteria	US	n/a	62/316,908	2016-04-01
Rotating belt filter automated self-cleaning assembly	US	n/a	62/316,877	2016-04-01

**U.S. TRADEMARK REGISTRATIONS**

Mark	Application No.	Registration No.	Registration Date
BLUE CAT	77317295	3457501	2008-07-01
BLUE NITE	77366033	3588571	2009-03-10
BLUE PRESS	85545189	4291211	2013-02-19
BLUE PRO	78802748	3274545	2007-08-07
BLUE SHOT	85937089	4773364	2015-07-14

Mark	Application No.	Registration No.	Registration Date
BLUE WATER FOR A GREEN WORLD	77317315	3457503	2008-07-01
BLUE WATER TECHNOLOGIES & Logo	85500379	4281643	2013-01-29
BLUE WATER TECHNOLOGIES	78414577	3023179	2005-12-06
CENTRA-FLO	77543166	3590933	2009-03-17

UNREGISTERED TRADEMARKS

Mark
ECO MAT
BLUE ZONE,
ECO DAF
ECO 55 IPS