504228453 02/15/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4275130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NELSON BREEDEN	02/14/2017

RECEIVING PARTY DATA

Name:	WASTE CONNECTIONS US, INC.	
Street Address:	3 WATERWAY SQUARE PLACE	
Internal Address:	SUITE 110	
City:	THE WOODLANDS	
State/Country:	ate/Country: TEXAS	
Postal Code: 77380		

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	15261146	
Application Number:	62217427	

CORRESPONDENCE DATA

Fax Number: (713)800-5699

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: 7138005700

Email: SMDdocket@smd-iplaw.com

Correspondent Name: SUTTON MCAUGHAN DEAVER PLLC

Address Line 1: THREE RIVERWAY, SUITE 900

Address Line 4: HOUSTON, TEXAS 77056

ATTORNEY DOCKET NUMBER:	1021.00106.US00
NAME OF SUBMITTER:	DANNY VARA
SIGNATURE:	/Danny Vara/
DATE SIGNED:	02/15/2017

Total Attachments: 4

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PATENT 504228453 REEL: 041258 FRAME: 0295

ASSIGNMENT AND/OR RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, I/We, the undersigned, hereafter individually and collectively, "Assignor," has/have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent attached hereto and/or identified below, including each provisional application to which an identified application claims benefit or priority (hereafter, collectively, "Application").

Country	Title	Inventor	Serial No.	Filing Date
US	Leachate Treatment and Reduction Systems and Methods	Nelson BREEDEN	15/261,146	09/09/2016
US	Leachate Reduction Systems and Methods	Nelson BREEDEN	62/217,427	09/11/2015

WHEREAS, **Waste Connections US**, **Inc.**, a corporation organized and existing under the laws of the state of Delaware, hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me/us or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Application** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Application**; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for one dollar (US \$1.00) and/or other good and valuable consideration, the receipt and sufficiency of which I/We hereby acknowledged, **Assignor** and **Assignee** agree as follows.

Ratification of Prior Assignment. Assignor hereby ratifies and acknowledges his/her/their prior assignment to Assignee of the aforesaid Intellectual Property, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have

> PATENT REEL: 041258 FRAME: 0296

been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

- 2. Present Assignment. To the extent Assignor has not already assigned to Assignee all or any of the aforesaid Intellectual Property, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.
- 3. <u>Issuance to Assignee</u>. Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.
- 4. Warranty of Title. Assignor hereby represents, warrants and covenants that Assignor had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that Assignor has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.
- 5. Further Actions. Assignor hereby covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said Intellectual Property or any resulting patent or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Application and Intellectual Property known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.
- 6. <u>Assignee as Attorney-in-fact</u>. To the extent **Assignor** is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, **Assignor** hereby

PATENT REEL: 041258 FRAME: 0297 appoints each officer of **Assignee**, and specifically appoints **Assignee's** general counsel whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

- 7. <u>No Challenge</u>. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.
- 8. Choice of Law. Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.
- 9. <u>Severability</u>. Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.
- 10. Legal Counsel Assignor UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR Assignee NOR OUTSIDE LEGAL COUNSEL REPRESENTING Assignee CONCERNING THIS AGREEMENT OR THE Intellectual Property REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF Assignor, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE Intellectual Property REFERENCED IN THIS AGREEMENT. Assignor FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT Assignor VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, Assignor has hereunto set his/her/their hand and seal.

PATENT REEL: 041258 FRAME: 0298 ASSIGNOR
Signature

Nelson BREEDEN
Name

12833 Clear Ridge Road
Address

Knoxville, TN 37922

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

STATE OF N

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COUNTY OF

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BEFORE ME, the undersigned authority, on this day personally appeared NELSON BREEDEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of

office this (day of FUQ, 2017.

PATENT

REEL: 041258 FRAME: 0299

RECORDED: 02/15/2017