504228784 02/15/2017

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KOCH MEMBRANE SYSTEMS GMBH	06/24/2016

RECEIVING PARTY DATA

Name:	KOCH MEMBRANE SYSTEMS, INC.
Street Address:	850 MAIN STREET
City:	WILMINGTON
State/Country:	MASSACHUSETTS
Postal Code:	01887

PROPERTY NUMBERS Total: 3

Property Type	Number	
Patent Number:	8480898	
Patent Number:	8079572	
Patent Number:	7931805	

CORRESPONDENCE DATA

Fax Number: (316)828-8494

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: 316-828-6416

Email: kcps patents@kochind.com

Correspondent Name: JANE DANIEL

Address Line 1: 4111 E 37TH STREET N Address Line 4: WICHITA, KANSAS 67220

NAME OF SUBMITTER: JANE DANIEL SIGNATURE: /Jane Daniel/ **DATE SIGNED:** 02/15/2017

Total Attachments: 6

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PATENT REEL: 041260 FRAME: 0378

EXHIBIT A PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "<u>Patent Assignment</u>") is made as of June 24, 2016 by Koch Membrane Systems GmbH, a German private limited company ("<u>Assignor</u>") to Koch Membrane Systems, Inc., a Delaware corporation (the "<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignee and Assignor have entered into that certain Asset Sale and Purchase Agreement, dated as of June 24, 2016, pursuant to which Assignor assigned to Assignee all of Assignor's right, title and interest in and to certain intellectual property, including but not limited to the patents and patent applications as listed on Schedule A attached hereto and incorporated by reference herein, together with all reissues, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof, all patents and patent applications claiming priority therefrom, and all inventions disclosed and claimed in any of the foregoing (whether patentable or not) (collectively, the "Assigned Patents");

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all of Assignor's right, title and interest in and to the Assigned Patents; and

WHEREAS, Assignee and Assignor are desirous of executing a document suitable for recordation with the applicable patent registries.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey, deliver and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Patents throughout the world, including but not limited to the exclusive rights to: (a) sue or otherwise recover for past, present and future infringement, misappropriation or other violation thereof; (b) apply for and maintain all registrations, renewals and/or extensions thereof, (c) grant licenses or other interests therein, and (d) receive all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto. Assignee does hereby accept such assignment, deliver and transfer by Assignor as set forth in this paragraph.

- SECTION 1. <u>Further Assurances.</u> Assignor agrees to execute and deliver (and to cause its employees, contractors and other representatives to execute and deliver) such documents as Assignee may reasonably request, and/or take any additional actions, that are necessary or desirable to more effectively convey, assign and transfer to Assignee the Assigned Patents (or to more effectively record or evidence the same).
- SECTION 2. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Patent Assignment. This Patent Assignment may be executed by facsimile signatures or signatures by electronic transmission and such signatures shall be deemed to bind each of Assignee and Assignor as if they were original signatures.
- SECTION 3. Governing Law Germany. This Patent Assignment shall be governed by and construed in accordance with the laws of Germany.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized representative.

OWNER.

KOCH MEMBRANE SYSTEMS GMBH

as Assignor

Name: Manwinder Singh

Title: Managing Director

State of Massachusetts)

SS

County of Middlesex

On this 24th day of June, 2016, before me personally appeared Manwinder Singh, known to me, who being duly sworn, did depose and say that that the foregoing Patent Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of OWNER in entering into such Patent Assignment.

Notary Public: Jack L. Misse

My commission expires: Seqt. 4, 2020

JANET L. MEISSE Notary Public Massachusetts ommission Expires Sep 4, 2020

ACKNOWLEDGED BY:

KOCH MEMBRANE SYSTEMS, INC.

as Assignee

By:

Name: Mark C. Farrell

Title: Chief Operating Officer

SCHEDULE A to Patent Assignment

Patents and Patent Applications

Patent / Application No.	Status	Country	Filing / Grant Date
AU2005254215	Granted	Australia	March 3, 2011
PI0512225-2	Pending	Brazil	June 16, 2005
CA2570453	Granted	Canada	February 11, 2014
ZL200580025651.5	Granted	China	December 2, 2009
IN252581	Granted	India	May 29, 2012
JP4620731	Granted	Japan	November 5, 2010
ZA2007/00364	Granted	South Africa	August 27, 2008
KR893308	Granted	Korea	April 7, 2009
US7638048	Granted	U.S.	December 29, 2009
US8480898	Granted	U.S.	July 9, 2023
EP1761327	Granted	Hungary	May 20, 2015
EP1761327	Granted	Italy	May 20, 2015
EP1761327	Granted	Netherlands	May 20, 2015
EP1761327	Granted	Spain	May 20, 2015
EP1761327	Granted	United Kingdom	May 20, 2015
EP1761327	Granted	France	May 20, 2015
EP1761327	Granted	Germany	May 20, 2015
AU2007299231	Granted	Australia	May 5, 2011
PI0717579-5	Pending	Brazil	Sept. 17, 2007
CA2666783	Granted	Canada	March 20, 2012
ZL200780034688.3	Granted	China	January 25, 2012

PATENT REEL: 041260 FRAME: 0382

Patent / Application No.	Status	Country	Filing / Grant Date
IN1403/DELNP/2009	Pending	India	Sept. 17, 2007
JP5054112	Granted	Japan	August 3, 2012
KR1061084	Granted	Korea	August 25, 2011
MX278378	Granted	Mexico	August 23, 2010
TWI3800851	Granted	Taiwan	January 1, 2013
US8079572	Granted	U.S.	December 20, 2011
ZA2009/01434	Granted	South Africa	June 30, 2010
EP2069058	Granted	France	February 3, 2010
EP2069058	Granted	Spain	February 3, 2010
EP2069058	Granted	Germany	February 3, 2010
EP2069058	Granted	Hungary	February 3, 2010
EP2069058	Granted	Italy	February 3, 2010
EP2069058	Granted	Netherlands	February 3, 2010
AU2005205923	Granted	Australia	August 12, 2010
CA2553595	Granted	Canada	June 22, 2010
ZL200580003373.3	Granted	China	July 24, 2009
JP4897494	Granted	Japan	January 6, 2012
KR842242	Granted	Korea	June 24, 2008
US7931805	Granted	U.S.	April 26, 2011
DE1020040042	Granted	Germany	February 8, 2007
EP1720637	Granted	Belgium	June 24, 2009
EP1720637	Granted	France	June 24, 2009
EP1720637	Granted	Italy	June 24, 2009
EP1720637	Granted	Netherlands	June 24, 2009

Patent / Application No.	Status	Country	Filing / Grant Date
EP1720637	Granted	Spain	June 24, 2009
EP1720637	Granted	United Kingdom	June 24, 2009
EP1720637	Granted	Hungary	June 24, 2009
EP1720637	Granted	Poland	June 24, 2009
EP1720637	Granted	Sweden	June 24, 2009
EP1720637	Granted	Switzerland	June 24, 2009
EP1720637	Granted	Turkey	June 24, 2009
AU2002212156	Granted	Australia	January 25, 2006
CA2422333	Granted	Canada	June 17, 2008
ZL01817252.0	Granted	China	January 24, 2007
DE50107930	Granted	Germany	November 2, 2005
GR3056299	Granted	Greece	November 2, 2005
HK1077245	Granted	Hong Kong	July 20, 2007
JP4278377	Granted	Japan	March 19, 2009
KR732436	Granted	Korea	June 20, 2007
US7160454	Granted	U.S.	January 9, 2007
EP1317318	Granted	France	November 2, 2005
EP1317318	Granted	Italy	November 2, 2005
EP1317318	Granted	Netherlands	November 2, 2005
EP1317318	Granted	Spain	November 2, 2005
EP1317318	Granted	United Kingdom	November 2, 2005
US7501084	Granted	U.S.	March 10, 2009
US7531091	Granted	U.S.	May 12, 2009

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