504551404 09/18/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4598113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ENTEX TECHNOLOGIES INC.	09/15/2017

RECEIVING PARTY DATA

Name:	NEXOM INC., A MANITOBA CORPORATION C/O NEXOM (US), INC.	
Street Address:	101 FALLS RD	
Internal Address:	SUITE 406	
City:	GRAFTON	
State/Country:	WISCONSIN	
Postal Code:	53024	

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	D618760
Patent Number:	D672009
Patent Number:	8568593
Patent Number:	D718412
Patent Number:	D762279

CORRESPONDENCE DATA

Fax Number: (617)502-5002

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: 617-248-5000

Email: PatentDocket@choate.com

CHOATE HALL & STEWART LLP-PATENT DOCKET **Correspondent Name:**

Address Line 1: TWO INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2012349-0000
NAME OF SUBMITTER:	JOHN J. CAHILL
SIGNATURE:	/John J. Cahill/
DATE SIGNED:	09/18/2017

Total Attachments: 5

PATENT REEL: 043611 FRAME: 0405

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> PATENT REEL: 043611 FRAME: 0406

ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks (the "<u>Assignment</u>") is entered into as of September 15, 2017 by and between Entex Technologies Inc., an Delaware corporation having a place of business at 400 Silver Cedar Ct., Suite 200, Chapel Hill, NC 27514 ("<u>Assignor</u>"), and Nexom Inc., a Manitoba corporation c/o Nexom (US), Inc. having a place of business at 101 Falls Rd, Suite 406, Grafton, WI 53024 (the "<u>Assignee</u>").

Introduction

Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (as amended from time to time, the "<u>Purchase Agreement</u>"). This Assignment 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 <u>Schedule A</u> hereto and all variations thereof (the "<u>Patents and Marks</u>").

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:

- 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. <u>Further Assistance</u>. 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 Assignment.

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PATENT REEL: 043611 FRAME: 0407 3. <u>Miscellaneous</u>. 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. In the event of conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. 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.

ASSIGNOR:
By: Name: WAYNE J. FLOUR NOY Title: PRESIDENT
ASSIGNEE:
NEXOM INC. By:
Name: Title:
i iuc.

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

ASSIGNOR:
ENTEX TECHNOLOGIES INC.
By:
Name: Title:
ASSIGNEE:
NEXOM INC.
By: THOMAS M. POKORSKY
Name: Title:
THE CED V

SCHEDULE A

PATENTS

Patent #:	<u>Title</u>	Date Issued
D618,760	EXTRUDED MEDIA FOR SUPPORTING GROWTH BIOLOGY WITHIN A	6/29/10
	WASTEWATER TREATING SYSTEM (CIP)	
D672,009	EXTRUDED MEDIA FOR SUPPORTING GROWTH BIOLOGY WITHIN A	12/4/12
	WASTEWATER TREATING SYSTEM (CIP)	
8,568,593	ANOXIC SYSTEM SCREEN SCOUR	10/29/2013
D718,412	MEDIA SUPPORTING GROWTH BIOLOGY WITHIN A WASTEWATER	11/25/2014
	TREATING SYSTEM	
D762,279	MEDIA FOR SUPPORTING GROWTH BIOLOGY WITHIN A WASTEWATER	07/26/2016
	TREATMENT SYSTEM	

UNREGISTERED TRADEMARKS

Mark
BIOPORTZ

PATENT REEL: 043611 FRAME: 0411

RECORDED: 09/18/2017