

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4883217

|   |                                |
|---|--------------------------------|
| <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>  | 1010 SHERBROOKE WEST           |
| <b>Internal Address:</b>  | SUITE 1700                     |
| <b>City:</b>  | MONTREAL                       |
| <b>State/Country:</b>   | CANADA                         |
| <b>Postal Code:</b>   | H3A 2R7                        |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                |
| <b>Property Type</b>  | <b>Number</b>                  |
| <b>PCT Number:</b>  | EP2015068417                   |
| <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 USA LLC                  |
| <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>  | 304-60016-US                   |
| <b>NAME OF SUBMITTER:</b>   | LORETTA BOGAARD                |
| <b>SIGNATURE:</b>   | /LORETTA BOGAARD/              |
| <b>DATE SIGNED:</b>   | 03/26/2018                     |
| <b>Total Attachments: 6</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/<br>Trademark | Title  | Country              | Ovivo Ref.<br>No. | Status  | Pat No. | Issue Date | Exp Date | File Date  | Appl. No.  |
|----------------------------|--|----------------------|-------------------|---|---------|------------|----------|------------|--|
| No Trademark               | Advanced Activated Carbon Filtration   | n/a                  | 304-60013         | Anonymously published in the Research Disclosure      |         | 8/22/2013  |          | 8/22/2013  |  |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | China                | 304-60014         | Published   |         |            |          | 11/21/2013 | 2013107575361.6                                      |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | EP                   | 304-60014         | Published - 2014-11-26<br>Resp to Search Report filed |         |            |          | 11/21/2012 | 12193683.5   |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | Israel               | 304-60014         | Pending-Office Action resp due 2015-06-25             |         |            |          | 11/20/2013 | 229520   |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | Japan                | 304-60014         | Pending   |         |            |          | 11/21/2013 | 2013-241332  |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | Singapore            | 304-60014         | Pending-Req for Exam filed 2014-Aug-21                |         |            |          | 11/19/2013 | 201308536-0  |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | South Korea          | 304-60014         | Pending   |         |            |          | 11/20/2013 | 10-2013-0141191                                      |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | Taiwan               | 304-60014         | Published   |         |            |          | 11/20/2013 | 102142171  |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | United Arab Emirates | 304-60014         | Pending-Req for Exam filed 2015-01-20                 |         |            |          | 11/21/2013 | 1227/2013  |
| UPW-Next®                  | Advanced Boron Removal (Treatment of water, particularly of obtaining ultrapure water) | US                   | 304-60014         | Published   |         |            |          | 11/19/2013 | 14/083,945   |
| U-Sorb™                    | Urea trace removal of Water for Ultra Pure Water Production                            | WO                   | 304-60015         | Pending (Nat'l filings due 2016-May-11)               |         |            |          | 11/10/2014 | EP2014/074187<br>(claiming priority from 61/902,576) |
| No Trademark               | THM removal to product Ultra Pure Water  | Germany              | 304-60016         | Pending - publication expected 2015-Feb-11            |         |            |          | 8/11/2014  | 10 2014 111 393.4                                    |

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**APPENDIX 4***Purchase Price*

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Purchase Price: The Purchase Price consists of the purchase price of the Assigned Intellectual Property, being ██████████ in total (the "Purchase Price").

The Purchase Price shall be satisfied by the reduction of the Luxembourg Loan owed by the Vendor to the Purchaser for an amount equal to the Purchase Price.

The Vendor hereby acknowledges that the amount of ██████████ remains due and owing to the Purchaser under the Luxembourg Loan.

Adjustment Clause: In the event that any taxing authority having jurisdiction makes or proposes to make any assessment or reassessment determining that the fair market value of the Assigned Intellectual Property transferred pursuant to this Agreement (the "Property") is greater or less than the amount determined by the Parties (the "Assessment") then, in such event, the Purchase Price shall be retroactively increased or decreased to equal the amount finally determined to be the fair market value of the Property. Any such determination shall be deemed to be final if it is pursuant to an assessment or reassessment by any taxing authority having jurisdiction and no appeal is taken therefrom, if agreement is reached between the Parties and such taxing authority regarding such actual or proposed assessment or reassessment or if determined by a judgment of a court of competent jurisdiction which judgment is not appealed from. Following any Assessment, the Parties hereby agree to make such other adjustments as may be necessary or desirable as a result of such Assessment.