

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5726757

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RENEW GROUP PRIVATE LIMITED	09/17/2018
RECEIVING PARTY DATA		
Name:	RENEW HEALTH LIMITED	
Street Address:	IDA BUSINESS AND TECHNOLOGY PARK	
Internal Address:	GARRYCASTLE, DUBLIN ROAD	
City:	ATHLONE, CO WESTMEATH	
State/Country:	IRELAND	
Postal Code:	N37F386	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16495306
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	patents@oaklandlawgroup.com	
Correspondent Name:	ROBERT MOIR	
Address Line 1:	38955 HILLS TECH DRIVE	
Address Line 4:	FARMINGTON HILLS, MICHIGAN 48331	
ATTORNEY DOCKET NUMBER:	1050.1037US	
NAME OF SUBMITTER:	ROBERT MOIR	
SIGNATURE:	/Robert Moir/	
DATE SIGNED:	09/19/2019	
Total Attachments: 11		
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AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of 17 September 2018 ("Effective Date"), by and between Renew Group Private Limited, (Company Registration No. 201221983H) a company organized under the laws of Singapore ("RGPL") having a business address at 6 Serangoon North Avenue 5, #06-01 Singapore 554910, and Renew Health Limited, an Irish corporation with registration number 545908 and a place of business at IDA Business & Technology Park, Garrycastle, Dublin Road, Athlone, Co Westmeath, Ireland ("RHL").

RGPL and RHL may each be referred to as "Party" and collectively as "Parties".

Recitals

- A. RGPL is engaged in the design, manufacture, and sale of equipment related to medical and non-medical industry and is the owner of all intellectual property related to the design and manufacture of the equipment identified as the water machine ("Water Machine").
- B. Parties are hereby desirous of entering into a transaction whereby RGPL shall transfer and assign all its rights, title and interests in the intellectual property related to the design and manufacture of the water machine ("Water Machine IP") to RHL for a sum to be decided separately in writing (the "Sum Payable") on the terms and conditions as set out in this Agreement.

Therefore, the Parties agree as follows:

1. TRANSFER AND ASSIGNMENT OF HANS WATER MACHINE IP

- 1.1 Within seven (7) days of the execution of this Agreement, RGPL shall transfer and assign to RHL all its rights, title and interest in all inventions (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and invention disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, divisions, and reexaminations thereof, all in relation to the Water Machine. To this end, RGPL shall cause to be delivered to RHL an assignment in the form as attached hereto marked Schedule 1 duly executed upon the execution of this Agreement.
- 1.2 Within seven (7) days of the execution of this Agreement, RGPL shall transfer and assign to RHL all its rights, title and interest in all "Software" which mean the source code, object code, database tables and structures, and any external data files or templates, required to implement the software and application program described in Schedule 1, including any corrections, improvements, enhancements and derivatives as well as documents, manuals and written materials (including end-user manuals) referenced, indicated or otherwise developed for the Software, all in relation to the Water Machine. To this end, RGPL shall cause to be delivered to RHL an assignment in the form as attached hereto marked Schedule 1 duly executed upon the execution of this Agreement.

- 1.3 RGPL hereby agrees that it shall do all necessary to give effect to the above and RHL shall bear all costs associated with such a transfer and assignment of the Water Machine IP.

2. CONSIDERATION

- 2.1 In consideration of RGPL's transfer and assignment of, inter-alia, the inventions relating to the Water Machine as set out in clause 1.1 above and RGPL's agreement to transfer and assign, inter-alia, the trademarks and service marks as set out in clause 1.2 above, RHL hereby agrees that it shall pay to RGPL the Sum Payable being the cost incurred by RGPL in relation to the research and development of the relevant Water Machine.
- 2.2 Parties hereby agree that the Consideration shall be paid in such a manner as Parties may hereafter mutually agree in writing from time to time.
- 2.3 For avoidance of doubt, the Water Machine IP shall consists minimally of the Patents and Trademarks as set out in the attached Schedules 1 and 2.

3. REPRESENTATIONS AND WARRANTIES OF RGPL

- 3.1 As of the Effective Date, RGPL warrants and makes the following representations -
- 3.1.1 RGPL is a corporation duly organized and validly existing under the laws of the jurisdiction of its organization and has full company power and authority to consummate the transactions contemplated by and perform all of its obligations under this Agreement.
- 3.1.2 RGPL has taken all actions needed to execute, deliver and consummate the transactions contemplated by this Agreement. This Agreement constitute a legal, valid and binding obligation on RGPL and enforceable against RGPL in accordance with their respective terms.
- 3.1.3 RGPL has good and valid title to all of the Water Machine IP and the Water Machine IP are free and clear of Liens. All required filings and fees related to the relevant registration has been timely filed with and paid to the relevant governmental authorities and authorized registrars.
- 3.2 **DISCLAIMER. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY RGPL ABOVE, RGPL HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MADE IN THIS ARTICLE 3, RGPL DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE HANS POWERPAWATER MACHINE IP. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, RHL AGREES THAT IT IS TAKING THE WATER MACHINE IP ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS." RHL HAS NOT RELIED ON ANY REPRESENTATIONS AND WARRANTIES EXCEPT FOR THOSE MADE IN THIS ARTICLE 3.**

4. REPRESENTATIONS AND WARRANTIES OF RHL

4.1 As of the Effective Date, RHL warrants and makes the following representations -

4.1.1 RHL is a corporation duly organized and validly existing under the laws of the jurisdiction of its organization and has full company power and authority to consummate the transactions contemplated by and perform all of its obligations under this Agreement.

4.1.2 RHL has taken all actions needed to execute, deliver and consummate the transactions contemplated by this Agreement. This Agreement constitute a legal, valid and binding obligation on RHL and enforceable against RHL in accordance with their respective terms.

4.1.3 RHL shall assume all liability and responsibility in relation to all activities related to or arising from the Water Machine IP.

4.2 **DISCLAIMER. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY RHL ABOVE, RHL HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

5. MUTUAL COVENANTS

5.1 Save as specifically provided in this Agreement, each Party shall, at its own expense, take all actions the other Party reasonably requests to effectuate the transactions contemplated by this Agreement.

5.2 Each Party shall be liable for all taxes which may be imposed on that Party arising from this Agreement and /or expenses incurred in the preparation or performance of this Agreement.

6. GENERAL PROVISIONS

6.1 Any notice under this Agreement must be in writing and delivered in the manner set out herein to a Party at the address set forth below. A Party may change its notice address by written notice to the other Party. All notices must be delivered:

6.1.1 personally; or

6.1.2 by registered or certified mail, return receipt requested, postage prepaid, or via nationally recognized overnight carrier with proof of delivery as follows:

If to RGPL : Renew Group Private Limited
6 Serangoon North Avenue 5
#06-01
Singapore 554910
Attention : Chief Executive Officer

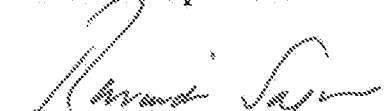
If to RHL: Renew Health Limited
IDA Business & Technology Park,
Garrycastle, Dublin Road,
Athlone, Co Westmeath,
Ireland
Attention : Managing Director

- 6.2 None of the provisions of this Agreement may be waived except in writing. A Party may enforce any provision of this Agreement even if it has not previously enforced that provision or any other provisions of this Agreement.
- 6.3 The captions set forth in this Agreement are for convenience only and are not considered as part of this Agreement, nor affect in any way the meaning of the terms and provisions hereof.
- 6.4 The terms and conditions of this Agreement inure to the benefit of and shall be binding upon the respective successors and permitted assigns of the Parties. Neither Party, without the express written consent of the other Party, may assign this Agreement.
- 6.5 The Parties intend this Agreement to be enforced as written. But if a court determines that a provision of this Agreement is:
 - 6.5.1 unlawful, the provision will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect; or
 - 6.5.2 invalid or unenforceable:
 - 6.5.2.1 the provision will remain in effect in any other circumstances,
 - 6.5.2.2 the Agreement will otherwise remain valid and enforceable, and
 - 6.5.2.3 the court shall interpret such provision in a manner so as to give the Party seeking to enforce it the maximum rights allowed by law.
- 6.6 Despite anything to the contrary in this Agreement:
 - 6.6.1 nothing in this Agreement is intended to grant to any Third Party any rights whatever, as a third party beneficiary or otherwise;
 - 6.6.2 no Third Party may rely on any of the representations, warranties, covenants or agreements contained in this Agreement; and
 - 6.6.3 no Party will incur any liability or obligation to any Third Party because of any reliance by that Third Party on any representation, warranty, covenant or agreement in this Agreement.
- 6.7 This Agreement may be executed in more than one counterpart, each of which will for all purposes be deemed to be an original and all of which will constitute one and the same agreement. A signature to this Agreement delivered by email or other electronic means is valid.
- 6.8 The language used in this Agreement is the language chosen by the Parties to express their mutual intent. No rule of strict construction will be applied against either Party.

- 6.9 Unless otherwise specifically provided herein, (a) all references to amounts of money shall be to lawful money of the United States, and (b) all payments of money must be made in immediately available funds.
- 6.10 This Agreement, and all actions (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties hereto in the negotiation, administration, performance and enforcement hereof, shall be construed in accordance with and governed by the laws of Singapore applicable to contracts made and to be performed entirely in such state without giving effect to any choice or conflict of laws provision or rule that would cause the application of the Laws of any jurisdiction other than that of Singapore.
- 6.11. Each of the Parties (i) irrevocably submits itself and its properties and assets to the exclusive jurisdiction of the Courts in Singapore for the purpose of any action (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties hereto in the negotiation, administration, performance and enforcement hereof; (ii) consents to submit itself to the personal jurisdiction of the Courts in Singapore for the purpose of any such action; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) waives any objection that it may now or hereafter have to the venue of any such action in any such court or that such action was brought in an inconvenient court and agrees not to plead or claim the same; and (v) agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid courts. Each of the Parties agrees that a final, non-appealable judgment in any Action in such courts as provided above shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.
- 6.12 The Schedules attached to this Agreement shall form part of this Agreement. Where there are any inconsistency between the Schedules and this Agreement, the terms of this Agreement shall prevail.
- 6.13 This Agreement and Schedules referenced herein constitute the sole understanding of the Parties and supersedes all other prior agreements and understandings, oral or written, between the Parties with respect to these matters. No modification of this Agreement will be binding unless the modification is in writing and duly executed by the Party against which the modification would apply.


Each of the Parties has caused this Agreement to be duly executed and delivered by its duly authorized representatives effective as of the Effective Date.

Renew Group Private Limited



By: Ravinder Sajwan
Its: Chief Executive Officer

Renew Health Limited



By: Declan Cassells
Its: Managing Director

Schedule 1
Intellectual Property Assignment

Whereas, Renew Group Private Limited, (Company Registration No. 201221983H) a company incorporated in Singapore with a correspondence address at 6 Serangoon North Avenue 5, #06-01 Singapore 554910 (hereinafter referred to as "Assignor") owns certain new and useful developments and/or improvements identified in the patents and patent applications listed in Schedule A ("Patents").

Whereas, Assignor is the owner of the trade secrets and know how that has been reduced to writing, and any other general intangibles and the goodwill of the business symbolized thereby, all related to the Patents (hereinafter collectively the "Other Intellectual Property").

Whereas, RENEW HEALTH LIMITED, an Irish corporation with registration number 545908 and a place of business at IDA Business & Technology Park, Garrycastle, Dublin Road, Athlone, Co Westmeath, Ireland (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to said Patents and Other Intellectual Property and related intellectual property that may be granted therefor in the United States and in any and all foreign countries.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee its full and exclusive right, title, and interest in and to said Other Intellectual Property and any and all future Other Intellectual Property that may reference, claim priority to or result therefrom, and the entire right to sue for and recover all profits and damages and all other remedies recoverable for past, present, and future infringement or violation of the same in their own name and such Patents and Trademarks in the United States and in all foreign countries and in and to all divisions, reissues, continuations, continuations-in-part, substitutions, designs, renewals, reexaminations, extensions, and trade secrets thereof including the full right to claim for any such application the benefits of the International Convention and the entire right to sue for and recover all profits and damages and all other remedies recoverable for past, present, and future infringement of the same in their own name.

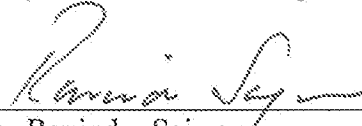
It is hereby covenanted that Assignor has the full right to convey the entire interest herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Assignee, its successors, assigns, or other legal representatives shall have the right to obtain and hold as the owner of the entire right, title, and interest in and to the Patents and Other Intellectual Property and any intellectual property, which may be available or become available related to the Patents and Other Intellectual Property, and the right to insert on this assignment any further identification which may be necessary or desirable in order to comply with the appropriate national or regional authority in each foreign country to issue for recordation of this document.

Further, Assignor agrees to communicate to Assignee or its representative any facts known to Assignor respecting said Other Intellectual Property, Patents and inventions and to testify in any legal proceeding, to sign all lawful papers, renewals, declarations, affidavits and all necessary assignment papers to cause any other intellectual property rights to be issued to Assignee, to execute all divisional, continuation, continuation-in-part, substitution, renewal, reexamination, reissue applications, and to make all rightful oaths and generally do everything possible to aid Assignee, its successors, assigns, or other legal representatives, to obtain, maintain, enforce and properly protect said Other Intellectual Property and Patents in the United States and in all foreign countries.

In testimony whereof, I have hereunto set my hand on the date appearing next to my signature:

Assignor's Authorised Representative

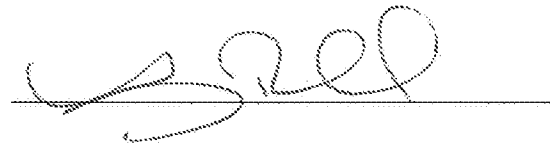


By : Ravinder Sajwan

Its : CEO

Dated : 7/17/2018

Witnessed By :



Schedule A
Assignor's Patents

<u>Patent Name</u>	<u>Application Number</u>
Water Treatment System and Method of Using Same	62/210,485
Water Treatment System	PCT/US16/49206
Water Treatment System (EP)	16840246.9
Water Treatment System (IL)	25726
Water Treatment System (IN)	201847010123
Water Treatment System (SG)	11201801178R
Water Treatment System (US)	15/775,167
Water Treatment System (ZA)	2018/10294
Water Purification System and Method of Use	62/473,479
Water Treatment System	PCT/US18/23055
Water Treatment System	62/642,592
Water Treatment System	62/672,250
Water Treatment System	62/720,250

Schedule 2
Intellectual Property Assignment

Whereas, Renew Group Private Limited, (Company Registration No. 201221983H) a company incorporated in Singapore with a correspondence address at 6 Serangoon North Avenue 5, #06-01 Singapore 554910 (hereinafter referred to as "Assignor") is the owner of the trade secrets, software, source code, object code, database tables and structures, and any external data files or templates, required to implement the software, application program, including any corrections, improvements, enhancements and derivatives as well as documents, manuals, written materials, and the goodwill of the business symbolized thereby, including, but not limited to, the Software identified in Schedule A (collectively the "Software").

Whereas, Assignor is the owner of the trade secrets and know how that has been reduced to writing, and any other general intangibles and the goodwill of the business related to the Software (hereinafter collectively the "Other Intellectual Property").

Whereas, RENEW HEALTH LIMITED, an Irish corporation with registration number 545908 and a place of business at IDA Business & Technology Park, Garrycastle, Dublin Road, Athlone, Co Westmeath, Ireland (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to said Software and Other Intellectual Property and related intellectual property that may be granted therefor in the United States and in any and all foreign countries.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee its full and exclusive right, title, and interest in and to said Software and Other Intellectual Property and any and all future Other Intellectual Property that may reference, claim priority to or result therefrom, and the entire right to sue for and recover all profits and damages and all other remedies recoverable for past, present, and future infringement or violation of the same in their own name and such Software in the United States and in all foreign countries and in and to all divisions, reissues, continuations, continuations-in-part, substitutions, designs, renewals, reexaminations, extensions, and trade secrets thereof including the full right to claim the benefits of the International Convention and the entire right to sue for and recover all profits and damages and all other remedies recoverable for past, present, and future infringement of the same in their own name.

It is hereby covenanted that Assignor has the full right to convey the entire interest herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith.

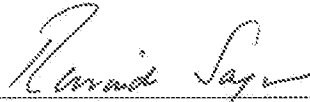
Assignee, its successors, assigns, or other legal representatives shall have the right to obtain and hold as the owner of the entire right, title, and interest in and to the Software and Other Intellectual Property and any intellectual property, which may be available or become available related to the Software and Other Intellectual Property, and the right to insert on this assignment any further identification which may be necessary or desirable in order to comply with the

appropriate national or regional authority in each foreign country to issue for recordation of this document.

Further, Assignor agrees to communicate to Assignee or its representative any facts known to Assignor respecting said Other Intellectual Property and Software and to testify in any legal proceeding, to sign all lawful papers, renewals, declarations, affidavits and all necessary assignment papers to cause any other intellectual property rights to be issued to Assignee, to execute all divisional, continuation, continuation-in-part, substitution, renewal, reexamination, reissue applications, and to make all rightful oaths and generally do everything possible to aid Assignee, its successors, assigns, or other legal representatives, to obtain, maintain, enforce and properly protect said Other Intellectual Property and Software in the United States and in all foreign countries.

In testimony whereof, I have hereunto set my hand on the date appearing next to my signature:

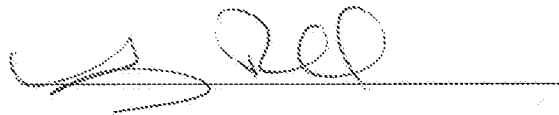
Assignor's Authorised Representative



By : Ravinder Sajwan
Its : CEO

Dated : 9/17/18

Witnessed By :



Schedule A
Assignor's Software

Software Description

Water Machine App

Related Water Machine Software