

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5849843

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GLOBAL PROCESS TECHNOLOGIES, INC.	12/26/2012
RECEIVING PARTY DATA		
Name:	U.S. WATER SERVICES, INC.	
Street Address:	12270 43RD STREET NE	
City:	ST. MICHAEL	
State/Country:	MINNESOTA	
Postal Code:	55376	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13274075
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:	mpeterson@merchantgould.com	
Correspondent Name:	RYAN C. SMITH	
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Address Line 2:	SUITE 2200	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	15775.0002USC1	
NAME OF SUBMITTER:	RYAN C. SMITH	
SIGNATURE:	/Ryan C. Smith/	
DATE SIGNED:	12/04/2019	
Total Attachments: 5		
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PATENT ASSIGNMENT

This Patent Assignment ("Patent Assignment") is effective on December 28, 2012 by and between U.S. Water Services, Inc., a Minnesota corporation, having its principal place of business at 12270 43rd Street NE, St. Michael, MN 55376 (hereinafter "Assignee"), and Global Process Technologies, Inc., a Delaware corporation, having its principal place of business at 12270 43rd Street NE, St. Michael, MN 55376 (hereinafter "Assignor").

WHEREAS, pursuant to the Agreement and Plan of Merger dated as of the date hereof by and between Assignor and Assignee (the "Merger Agreement"), Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Patent Rights (as defined below); and

WHEREAS, Assignor presently owns the right, title, and interest in the invention(s), and the United States Patent Application(s) and Patent(s) describing the invention(s), which are listed on Schedule A attached hereto, and all related and corresponding rights in any jurisdiction in the world (collectively, the "Patent Rights").

NOW, THEREFORE, in consideration of the above premises and the mutual agreements, provisions, and covenants contained in this Patent Assignment and the Merger Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound thereby, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, its entire right, title and interest in, to and under the Patent Rights presently existing, including any related or corresponding United States provisional or non-provisional application embodying the inventions or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States that may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs that may hereafter be filed for said Patent Rights in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Patent Rights in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by Assignee, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto; and

Assignor agrees that Assignee will hold all right, title and interest to the Patent Rights, which are for Assignee's own use and the use of its successors, legal representatives and assigns, as fully and exclusively as the Patent Rights would have been held and enjoyed by Assignor had the assignment hereunder not been made, and Assignor shall not contest

Assignee's ownership of the Patent Rights, including in any claim, action, arbitration, suit, inquiry or proceeding; and

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

Assignor hereby covenants and agrees that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith; and

Assignor hereby further covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, without any additional consideration, any facts known to it respecting the invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything reasonably possible to aid Assignee or, its successors, legal representatives and assigns, to obtain and enforce proper protection for, and take title of, the Patent Rights in all countries; and

Each of the parties agrees that this Patent Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed as of the date first set forth above.

GLOBAL PROCESS TECHNOLOGIES,
INC.

By: *[Signature]*

Name: Patrick O'Keefe

Title: Vice President

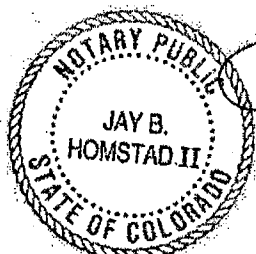
STATE OF Colorado

COUNTY OF Denver

)
) ss:
)

I hereby certify that on this 26th day of December, 2012, personally appeared Patrick O'Keefe, Vice President of Global Process Technologies, Inc., a corporation formed under the laws of the State of Delaware, who is personally known to me and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

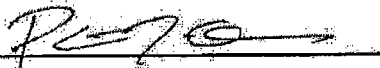


[Signature]
Notary Public

[Signature Page to Patent Assignment Agreement]

Acknowledged and Agreed:

U.S. WATER SERVICES, INC.

By: 

Name: Patrick O'Keefe

Title: Vice President

[Signature Page to Patent Assignment Agreement]

SCHEDULE A

U.S. Patent No.	Issue Date	Title
8,039,244	October 18, 2011	Reducing Insoluble Deposit Formation In Ethanol Production
8,250,931	August 28, 2012	Methods And Compositions For Inhibiting Corrosion In Non-Aqueous, Non-Conductive Liquids