

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5850426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONEFLOWER, INC.	10/22/2019
RECEIVING PARTY DATA	
Name:	TRENEW, LLC
Street Address:	1188 CENTRE STREET
City:	NEWTON CENTRE
State/Country:	MASSACHUSETTS
Postal Code:	02459
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	8661819
Patent Number:	8776522
Patent Number:	9540250
Patent Number:	9862620
Patent Number:	9988283
Patent Number:	10081556
Application Number:	16114131
Application Number:	16115465
CORRESPONDENCE DATA	
Fax Number:	(617)526-5000
<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>	
Phone:	617-526-6000
Email:	lori.roman@wilmerhale.com
Correspondent Name:	WILMER CUTLER PICKERING HALE AND DORR LLP
Address Line 1:	60 STATE STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	0108405.00168
NAME OF SUBMITTER:	LORI ROMAN
SIGNATURE:	/Lori Roman/

DATE SIGNED:	12/04/2019
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Total Attachments: 7

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “*Agreement*”) is entered into on October 22, 2019 (“*Effective Date*”) by and between Coneflower, Inc. (“*Assignor*”) and Trenew, LLC (“*Assignee*”). In consideration of the mutual covenants contained herein and other good consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee, (each a “*Party*” and together the “*Parties*”) hereby agree as follows:

1. DEFINITIONS

- 1.1 “*Patent Rights*” shall mean: (i) the Patents identified in *Exhibit A*; (ii) any and all reissues, renewals, continuations, continuations-in-part, re-examinations, divisionals, extensions and foreign and international counterparts of any of the Patents identified in the foregoing (i); and (iii) any and all Patents (a) that claim priority to or common priority with any of the Patents identified in the foregoing (i) or (ii), or (b) from which any of the Patents set forth in the foregoing (i) or (ii) claim priority, in each case directly or indirectly.
- 1.2 “*Patents*” shall mean any and all patents and patent applications, including any provisionals, divisionals, substitutions, inventor certificates, utility models, continuations, continuations-in-part, reissues, reexaminations, or extensions thereof, supplementary protection certificates, renewals, all letters patents granted on or claiming priority to any of the foregoing applications and all foreign and international counterparts of the foregoing filed, granted or issued in any country or jurisdiction.

2. TRANSFER OF PATENT RIGHTS

- 2.1 Assignment of Patent Rights. Effective upon the Effective Date, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Patent Rights, and all inventions and discoveries described therein that are claimed by the Patent Rights, including without limitation, any and all rights of Assignor to sue for past, present and future infringement, to collect royalties under the Patent Rights, and, to the extent the Patent Rights include any pending applications, to prosecute all existing Patent Rights worldwide, to apply for additional Patent Rights worldwide claiming priority from any of the Patent Rights and to have Patent Rights issue in the name of the Assignee.
- 2.2 Assignment of Causes of Action. Effective upon the Effective Date Date, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patent Rights, and all inventions and discoveries described therein that are claimed by the Patent Rights, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patent Rights.
- 2.3 Further Assurances.
- (a) Cooperation. Upon Assignee’s request, with reasonable notice given, and without additional consideration, Assignor shall execute any further papers and documents and do such other acts as may be necessary and proper to vest full title and transfer all rights and interest in and to the Patent Rights in Assignee (or its designee), including without limitation execution of such additional assignment documents as Assignee reasonably determines to be necessary in order to record the assignment of the Patent Rights with the

United States Patent and Trademark Office and corresponding foreign government agencies. Assignor shall assist Assignee, and any successor, in every proper way to secure the Assignee's rights in the Patent Rights in any and all countries, including the disclosure to the Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Assignee shall reasonably deem necessary in order to apply for, prosecute, and obtain such rights and in order to assign and convey to the Assignee, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to the Patent Rights.

- (b) Limited Power of Attorney. Assignor irrevocably constitutes and appoints Assignee, with full power of substitution, to be its true and lawful attorney, and in its name, place or stead, to execute, acknowledge, swear to and file, all instruments, conveyances, certificates, agreements and other documents, and to take any action which shall be necessary, appropriate or desirable to effectuate the transfer, or prosecution of the Patent Rights in accordance with the terms of this Agreement; provided, however, that such power shall be exercised by the Assignee only in the event that Assignor fails to take the necessary actions required hereunder to affect or record such transfer, or prosecution of such Patent Rights within thirty (30) days of Assignee's reasonable request, or ten (10) days prior to the deadline for taking the required action if earlier. This power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.
- (c) Attorney-Client Privileged Information. Upon Assignee's request, Assignor and Assignee shall negotiate and enter into a common interest agreement under which Assignee may have access to, while preserving the privilege thereof, attorney-client privileged information or work-product privileged information that Assignee believes necessary for Assignee's licensing or enforcement of the Patent Rights, at no additional cost to Assignee other than Assignor's reasonable out-of-pocket expenses incurred in the course of fulfilling its obligations under such agreement.

2.4 Payment. Assignee shall pay Assignor one (1) U.S. dollar within thirty (30) days of the Effective Date.

3. **WARRANTIES**

Each Party represents and warrants to each other Party that: (i) it is a duly organized legal entity, validly existing under the laws of the jurisdiction of its incorporation; (ii) the execution of this Agreement does not and will not violate, conflict with or result in a material default under any other agreement to which it is a party; and (iii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or similarly applicable actions on the part of such Party.

4. **DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PURCHASED PATENTS OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. NOTHING IN THIS AGREEMENT SHALL BE DEEMED A REPRESENTATION OR WARRANTY

THAT THE PATENT RIGHTS ARE VALID AND/OR ENFORCEABLE, OR THAT THE PRACTICE OF THE INVENTIONS IN THE PATENT RIGHTS, WILL NOT INFRINGE, DIRECTLY OR INDIRECTLY, ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

5. MISCELLANEOUS

- 5.1 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of California without regard to principles of conflict of laws.
- 5.2 Jurisdiction. Each Party hereby agrees to jurisdiction and venue in the courts of the State of California or the Federal courts sitting therein for all disputes and litigation arising under or relating to this Agreement.
- 5.3 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. None of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of the Parties This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.
- 5.4 Notices. All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

If to Assignor:

If to Assignee:

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. A Party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Party at such changed address.

- 5.5 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
- 5.6 Waiver. Failure by a Party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

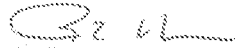
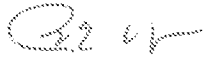
5.7 Assignment. The terms and conditions of this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties.

[signature page follows]

IN WITNESS WHEREOF, each Party is signing this Patent Assignment Agreement with intent to be bound as of the Effective Date.

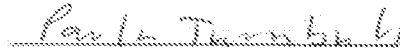
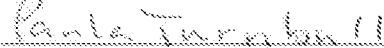
Coneflower, Inc.

Trenew, LLC



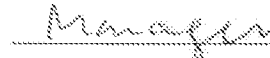
Signature

Signature



Printed Name

Printed Name



Title

Title

EXHIBIT A
PATENT RIGHTS TO BE ASSIGNED

U.S.A.	WATER RECLAMATION SYSTEM AND METHOD	Granted	Patent	12/937173	4/14/2009	8661819	
Germany			Patent			2265550	
France			Patent	09733547.5			
UK			Patent	200980121960.0		ZL200980121960.0	
China			CIP Patent	13/182040		7/13/2011	8776522
U.S.A.			CIP Patent	12175670.4		7/10/2012	2546478
Germany							
France							
Spain							
UK							
U.S.A.	COOLING TOWER WATER RECLAMATION SYSTEM AND	Granted	Patent	13/941104	7/12/2013	9540250	

	METHOD						
U.S.A.	SYSTEM AND METHODS FOR WATER RECLAMATION AND ETHANOL DISTILLATION	Granted	Patent	14/294939	6/3/2014	9862620	
U.S.A.	SYSTEMS AND METHODS FOR WATER RECLAMATION	Granted	Patent	15/833745	12/6//2017	9988283	
U.S.A.	SYSTEMS AND METHODS FOR WATER RECLAMATION	Granted	Patent	15/922099	3/15/2018	10081556	
U.S.A.	SYSTEMS AND METHODS FOR WATER RECLAMATION	Pending	Patent Application	16/114,131	8/27/2018		
U.S.A.	SYSTEMS AND METHODS FOR WATER RECLAMATION	Pending	Patent Application	16/115,465	8/28/2018		

PATENT

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RECORDED: 12/04/2019