

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5911003

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSET PURCHASE AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FRANKE FOODSERVICE SYSTEMS AMERICAS INC.	01/28/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ENOZO TECHNOLOGIES, INC.
<b>Street Address:</b>	3 WILLOW STREET, STE. 7
<b>City:</b>	NORTH ANDOVER
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01845
<b>PROPERTY NUMBERS Total: 15</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13310406
Application Number:	13594578
Application Number:	12514055
Application Number:	13607170
Application Number:	15589062
Application Number:	12514294
Application Number:	13744298
Application Number:	61587635
Application Number:	61419574
Application Number:	61527402
Application Number:	61531839
PCT Number:	US2011063128
PCT Number:	US2012052381
PCT Number:	US2013021993
PCT Number:	US2012054267
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)310-9000
<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>	6174392000

**Email:** docket@nutter.com  
**Correspondent Name:** THOMAS J. TUYTSCHAEVERS  
**Address Line 1:** 155 SEAPORT BLVD  
**Address Line 2:** NUTTER MCCLENNEN & FISH LLP  
**Address Line 4:** BOSTON, MASSACHUSETTS 02210

**ATTORNEY DOCKET NUMBER:** 4540-90001

**NAME OF SUBMITTER:** THOMAS J. TUYTSCHAEVERS

**SIGNATURE:** /Thomas J. Tuytschaevers, #42,190/

**DATE SIGNED:** 01/14/2020

**Total Attachments: 23**

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**ASSET PURCHASE AGREEMENT**

**dated as of January \_\_, 2019**

**by and between**

**FRANKE FOODSERVICE SYSTEMS AMERICAS, INC.**

**as seller**

**and**

**ENOZO TECHNOLOGIES, INC.**

**as buyer**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made and entered into as of January , 2019 (the "Agreement") by and between Enozo Technologies, Inc., a Delaware corporation ("Buyer"), and Franke Foodservice Systems Americas, Inc., a Delaware corporation ("Seller"). The parties are sometimes referred to singularly as a "Party" and collectively as the "Parties."

### RECITALS

**WHEREAS**, Seller operates the Business (as hereinafter defined) as a separate division of Seller, which division is operated and managed in the ordinary course by the Management Team (as hereinafter defined); and

**WHEREAS**, Buyer is currently owned by the Management Team; and

**WHEREAS**, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain assets relating to the Business, for the price and on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

### ARTICLE I

#### Definitions

1.1 Previously Defined Terms. Each term defined in the first paragraph and Recitals shall have the meaning set forth above whenever used herein, unless otherwise expressly provided or unless the context clearly requires otherwise.

1.2 Definitions. Whenever used herein, the following terms shall have the meanings set forth below unless otherwise expressly provided or unless the context clearly requires otherwise:

"Affiliate" means (a) with respect to an individual, (i) the members of the immediate family (including parents, siblings and children) of the individual, (ii) the individual's spouse, and (iii) any business entity that directly or indirectly, through one or more intermediaries is Controlled by, or is under common Control with, any of the foregoing individuals, or (b) with respect to any Person other than an individual, any other Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with or of, such Person. The term "Control" (including, with correlative meaning, the terms "Controlled by" and "under common Control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Business" means the development, marketing, manufacturing, production, sales, distribution and servicing of products using the Purchased Assets, including the proprietary ozone generation technology and Seller's (a) EcoIce and, (b) SB 100 spray bottle products (the "Products").

"Cash Purchase Price" means an amount equal to One Dollar (\$1.00).

"Confidential Information" means any information of a Party (including concerning the Business or the Purchased Assets), other than information that (i) is already part of the public domain, (ii) becomes publicly known through no wrongful act or omission of any Party, (iii) is developed independently without the use of Confidential Information of the other Party as evidenced by written records, or (iv) is required to be disclosed under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a demand or information request from an executive or administrative agency or other Governmental Authority; provided, however, the applicable Party shall promptly notify the other Party of the existence, terms and circumstances surrounding such demand or request, and shall reasonably cooperate with the other Party (at the sole cost and expense of such other Party) in taking legally available steps to resist or narrow such demand or request.

"Geographical Area" means worldwide.

"Intellectual Property" shall have the meaning set forth under the definition of Purchased Assets below.

"Inventory" shall have the meaning set forth in the definition of Purchased Assets.

"Law" means any law, statute, code, regulation, ordinance, rule, order, or governmental requirement enacted, promulgated, entered into, agreed, imposed or enforced by any Governmental Authority.

"Liabilities" means any obligation or liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due), including any liability for Taxes.

"Lien" means any mortgage, lien, charge, restriction, pledge, security interest, option, lease or sublease, right of any third party, easement, encroachment or other encumbrance.

"Management Team" means Jeff Booth, Wayne Liberman, David Lutz, Richard Federico, and Brian Arena.

"Person" means any natural person, corporation, partnership, limited liability company, joint venture, trust, association or unincorporated entity of any kind.

"Purchased Assets" means the following assets of the Seller currently (or within the past 12 months period) used in the Business:

- (i) The inventory listed on Schedule A attached hereto (collectively, "Inventory");

(ii) all of Seller's right, title and interest in and to the patent(s), patent applications, and trademarks listed on Schedule B (including the know-how and technology related thereto or to the Products) (the "Intellectual Property");

(iii) all permits related to the Business and not used for Seller's business unrelated to the Business, to the extent transferable or assignable to Buyer (the "Permits") (whether such Permits are identified now or any time after the date hereof);

(iv) the rights (including the right of Seller to enforce the terms of) under any non-disclosure agreements or other restrictive covenants related to the Business, between Seller and any third party that have done business with Seller in connection with the Business (to the extent assignable); provided that Seller retains, and the Purchased Assets do not include, any and all such rights to the extent relevant to any business of Seller or its affiliates, other than the Business;

(v) the records and written materials related to the Products or the Intellectual Property, including, without limitation, correspondence with, and records of, Seller's customers related to Products testing; and

(vi) the furniture, fixtures, machinery, equipment and parts listed on Schedule C; and

(vii) all other non-inventory tangible assets owned by Seller and currently located at Seller's facility in Boston/Andover, Massachusetts.

1.3 Interpretation. Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other gender, (b) words using the singular or plural number shall also include the plural or singular number, respectively, (c) references to "hereof", "herein", "hereby" and similar terms shall refer to this entire Agreement, (d) all references in this Agreement to Articles, Sections and Exhibits shall mean and refer to Articles, Sections and Exhibits of this Agreement, (e) references to any Person shall be deemed to mean and include the successors and permitted assigns of such Person (or, in the case of a Governmental Authority, Persons succeeding to the relevant functions of such Person), and (f) the term "including" shall be deemed to mean "including, without limitation" and "including, but not limited to". This Agreement shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of which Party drafted this Agreement, or any particular provision hereof, or supplied the form of Agreement.

## ARTICLE II

### **Purchase and Sale, Purchase Price,** **and Other Related Matters**

2.1 Purchase and Sale. At the Closing (as defined below), subject to terms and provisions hereof, Buyer shall buy and Seller shall sell, assign, convey, transfer, set over, and deliver (by appropriate instrument of transfer) to Buyer the Purchased Assets free and clear of all Liens, charges, encumbrances, debts, obligations and liabilities of every nature and type, all of the

*hm*

Seller's right, title and interest in and to the Purchased Assets, and Buyer shall assume and satisfy in full in accordance with the respective terms of the Assumed Liability identified below.

2.2 Purchase Price. The consideration for the Purchased Assets will be: (i) One Dollar (\$1.00) (the "Cash Purchase Price"), plus (ii) the assumption by Buyer at the Closing of the Assumed Liability. As further consideration for the Purchased Assets, at Closing Seller and Buyer shall enter into the Cooperation Agreement.

2.3 Payment of the Purchase Price. At the Closing, Buyer shall pay the Purchase Price by wire transfer to an account designated by Buyer or by check payable to Seller.

2.4 Assumed Liabilities.

(a) As additional consideration for the purchase of the Purchased Assets, Buyer shall, at the Closing, by its execution and delivery of the Assignment and Assumption Agreement, assume, agree to perform, and pay and discharge as and when due, the sole obligations and liabilities of Seller listed in the Assignment and Assumption Agreement (the "Assumed Liability").

(b) Buyer shall not assume or pay any, and Seller shall continue to be responsible for each, Liability (known or unknown) of Seller whether or not relating to the Business, including all Liabilities relating to the Business other than the Assumed Liability, (collectively, the "Retained Liabilities"), including without limitation all accounts payable, and warranty claims for all products sold by Seller and the Business prior to the date hereof.

2.5 Allocation. Buyer and Seller agree to allocate the Purchase Price (including Assumed Liabilities and other relevant items) among the Purchased Assets in accordance with Schedule 2.5 (the "Purchase Price Allocation Schedule"), to be bound by the allocation of assets on the Purchase Price Allocation Schedule for all federal, state, and local income tax purposes, and to file Internal Revenue Service Form 8594 (and other forms required by law) in accordance with the allocation of assets on Schedule 2.5. The parties hereto agree for all tax reporting purposes to report the transactions in accordance with the Purchase Price Allocation Schedule and to not take any position during the course of any audit or other proceeding inconsistent with such schedule unless required by a determination of the applicable Governmental Authority that is final.

### ARTICLE III Closing and Closing Date Deliveries

3.1 Closing.

(a) Closing. The term "Closing" as used herein shall refer to the actual conveyance, transfer, assignment and delivery of the Purchased Assets to Buyer in exchange for the consideration delivered to Seller pursuant to Section 2.2. The Closing shall take place on the date hereof at \_\_\_ on local time on January \_\_, 2019, or at such other place and time or by such

other means and on such other date as is mutually agreed to in writing by Seller and Buyer ("Closing Date").

(b) Effective Time. The Closing shall be deemed effective as of 12:01 a.m. on the Closing Date (the "Effective Time").

3.2 Closing Deliveries by Seller. At the Closing, Seller shall deliver to Buyer:

(a) a Bill of Sale as executed by Seller transferring to Buyer the Purchased Assets, and such other writings as may be necessary for the sale, assignment, conveyance, novation and transfer of the Purchased Assets, as Buyer may deem reasonably necessary or desirable in order to convey the Purchased Assets to Buyer;

(b) the Assignment and Assumption Agreement (the "Assumption Agreement"), as executed by Seller reflecting the assumption by Buyer of the Assumed Liability;

(c) an Assignment of Lease between Seller and Buyer, as approved by the landlord for the property located at 300 Willow Drive, Andover, MA 01845.

(d) a Cooperation Agreement in the form attached hereto as Exhibit A (the "Cooperation Agreement");

(f) a Termination and Release Agreement between Seller and its Affiliates each member of the Management Team, Brian Eller and Diane Boudreau in the form attached hereto as Exhibit B;

(g) a certificate, duly completed and executed by Seller pursuant to Section 1.1445-2(b)(2) of the Treasury regulations promulgated under the Code, certifying that Seller is not a "foreign person" within the meaning of Section 1445 of the Code;

(h) a Sublicense Agreement relating to JRT Intellectual Property in the form attached hereto as Exhibit C; and

(i) such other documents as Buyer may reasonably request to consummate the transaction contemplated by this Agreement.

3.3 Closing Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

(a) the Purchase Price; and

(b) the Cooperation Agreement.

3.4 Cooperation. Seller and Buyer shall, on written request, on and after the Closing Date, reasonably cooperate with one another by furnishing any additional information, executing and delivering any additional documents and/or instruments and doing any and all such other things as may be reasonably required by either Party to consummate or otherwise implement the transactions contemplated by this Agreement, in each case without additional payments and without materially increasing such party's legal or economic burden.



**ARTICLE IV**  
**Certain Other Agreements**

4.1 Special Covenants of Seller and Buyer.

(a) Seller and Buyer shall cooperate post-closing in the pro-ration of any expenses as between Seller and Buyer relating to rent, utilities and the like at 300 Willow Drive, Andover, MA 01845 based on the principle that Seller is liable for all pre-closing date expenses and Buyer for all expenses arising after the closing date.

(b) Seller shall cooperate with Buyer post-closing, at , in connection with the transfer or issue of the Permits in Seller's name. Buyer shall bear any cost imposed by third parties in connection with transfer or issue of the Permits to Buyer.

(c) Seller shall cooperate with Buyer post-closing to effect a transfer of the record ownership of all registered Intellectual Property included in the Purchased Assets within 30 days after the closing date, including without limitation by executing and delivering, or causing its affiliates to execute and deliver, such assignments and other documents in connection with such transfers as Buyer may reasonably request.

4.2 (a) Non-Disclosure. Seller acknowledges that it, its Affiliates and their respective employees and agents have had access to Confidential Information specifically relating to the Business, including certain of the Purchased Assets, and agrees that Seller, its Affiliates and their respective agents and employees shall, from and after the Closing keep the Confidential Information confidential, not disclose it to third parties, and not use it for any purpose other than in connection with Seller's business contemplated by the Cooperation Agreement. Following the termination of the Cooperation Agreement, (i) upon Buyer's written request, Seller shall either deliver promptly to Buyer, or immediately destroy at Seller's option, all embodiments and copies of the Confidential Information relating exclusively to the Business that are in Seller's, its Affiliates and their respective agents and employees possession; and (ii) Seller shall not use the Confidential Information relating exclusively to the Business for any reason or purpose other than the furtherance of the interests of Buyer; and (iii) without limiting the foregoing, not disclose such Confidential Information to any person, except with Buyer's consent.

(b) Non-Compete. Seller hereby acknowledges that it is familiar with the trade secrets of the Business and other Confidential Information of the Business. Seller acknowledges and agrees that Buyer and its Affiliates would be irreparably damaged if Seller were to provide services or products directly competing with Buyer's ice sanitation business (other than as contemplated under the Cooperation Agreement). Therefore, in further consideration of the Purchase Price and the Cooperation Agreement, Seller agrees that for the period beginning on the Closing Date and ending on the termination of the Cooperation Agreement, Seller shall not, and shall cause its Affiliates not to, directly or indirectly, develop, manufacture, have manufactured, sell, offer or distribute ice sanitation solution products and/or services, other than as contemplated under the Cooperation Agreement.

(c) Non-Solicitation/No Hire. For so long as Seller has continuing obligations under Section 4.2(b), Seller shall not (and Seller shall cause its Affiliates not to) directly, or indirectly through another Person, induce or attempt to induce any employee of Buyer (or any of its Affiliates) related to the Business to leave his or her employment, or in any way interfere with the relationship between Buyer (or any of its Affiliates) and any such employee.

(d) Modification. If, at the time of enforcement of any of the provisions of this Section 4.2, a court determines that the restrictions stated herein are unreasonable under the circumstances then existing, the parties hereto agree that the maximum period, scope or geographical area reasonable under the circumstances shall be substituted for the stated period, scope or area. The parties further agree that such court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope or geographical area permitted by Law.

## **ARTICLE V**

### **Miscellaneous**

5.1 Entire Agreement. This Agreement and the documents executed in connection herewith are incorporated into this Agreement and together contain the entire agreement between the parties hereto with respect to the transactions contemplated hereunder, and supersede all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof.

5.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimiles or other electronic copies of signatures will be deemed to be originals.

5.3 Assignment, Successors and Assigns. The respective rights and obligations of the parties hereto shall not be assignable without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

5.4 Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

5.5 Headings. The captions of the various Articles and Sections of this Agreement have been inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any of the provisions of this Agreement.

5.6 Governing Law. The validity, interpretation and effect of this Agreement shall be governed exclusively by the laws of The Commonwealth of Massachusetts, excluding the "conflict of laws" rules thereof.

5.7 Press Releases and Public Announcements. Following the Closing, no Seller shall issue any press release or other public statement regarding this Agreement or the transactions contemplated by this Agreement without the prior approval of Buyer.



5.8 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and delivered in person, or sent by electronic transmission, or sent by reputable overnight delivery service and properly addressed as follows:

To Buyer:

Attention: Wayne Lieberman, CEO  
Enozo Technologies  
3 Willow Street, Ste. 7  
North Andover, MA 01845  
Email:

To Seller:

Attention: Tom Muellenbach, CFO  
800 Aviation Parkway, TN 37167  
Email: Tom.Muellenbach@Franke.com

(b) Any person may from time to time change its address for the purpose of notices to that person by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the person sought to be charged with its contents.

(c) All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 8.8 if delivered personally or courier, shall be effective upon delivery; if sent by electronic transmission, shall be delivered upon receipt of proof of transmission.

5.9 Arbitration. Any dispute arising under or in connection with this Agreement shall be submitted to a binding arbitration under the Delaware Rapid Arbitration Act. The provisions of this Section 8.9 shall be governed by the Delaware substantive laws.

5.10 Waiver. Any party hereto may waive compliance by or extend the time of performance of any obligation or act for any other party with respect to any provision of this agreement. No waiver of any provision or extension shall be construed as a waiver of any other provision or an extension of time for the performance of any other obligation or act hereunder. Any waiver or extension must be in writing.

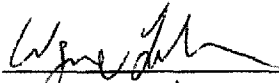
*[The balance of this page intentionally left blank.]*

*The Signature Page follows.]*




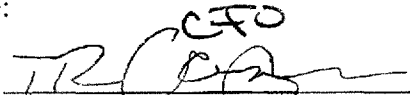
IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

**ENOZO TECHNOLOGIES, INC.**

By:   
Name: Wayne Kiebert  
Title: CEO ENOZO TECHNOLOGIES, INC

**FRANKE FOODSERVICE SYSTEMS  
AMERICAS, INC.**

By:   
Name: Tom Muellerbach  
Title: CFO

By:   
Name: Thomas G. Gagliardi  
Title: Exec Chairman

Schedule A

(Inventory)

Franke part number 19010234 (formerly EOI part number 2501);

Description: Electrode, Value: \$14.95 each, Qty: 46823, Total Value: \$700,003.85

The Inventory is located at 300 Willow St, North Andover, MA, 01845, USA.



## Schedule B – Intellectual Property

### Owned Portfolio

Sort Title	Applicant / Assignee	Cty	Stat	Appl. No.	Publ. No.
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc. <sup>1</sup>	US	G.	13/310406	US 20120138478
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	WO	FL	PCT/US2011/063128	WO2012/075425
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	CA	G.	2,819,244	2819244
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	CN	G.	201180065579.4	103328690
[FS] Electrolytic cell for ozone production - Current spreader	Electrolytic Ozone Inc.	CN	F.	201610639954.6	CN 106591879 A
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	EP	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	CH	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	DE	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	ES	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	FR	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	GB	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	IT	G.	11810712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	NL	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	PL	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	TR	G.	11 810 712.7	EP 2 646 601 A2
[FS] Electrolytic cell for ozone production - Divisional application current spreader	Electrolytic Ozone Inc.	EP	F.	17 195 832.5	EP 3 293 289 A1
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	IN	G.	4168/CHENP/2013	4168/CHENP/2013
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	JP	F+	2013-542219	JP2014-502312
[FS] Electrolytic cell for ozone production - Divisional application	Electrolytic Ozone Inc.	JP	G.	2015-219572	

<sup>1</sup> Confirm name of owner of record.

	Inc.				
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	KR	G.	10-2013-7017310	20130108423
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	TW	F+	20101144631	201229320
[FS] Electrolytic cell for ozone production	Electrolytic Ozone Inc.	HK	F.	17107383.1	1233690A
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	US	G.	13/594,578	US 2013/0206604
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	WO	FL	PCT/US2012/052381	WO2013/029019
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	CN	FL	201280048342.X	CN103857630
[FS] Apparatus for producing and delivering ozonated water - Divisional application	Electrolytic Ozone Inc.	CN	F.	201610357081.X	CN 106006851 A
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	HK	F.	HK16112994.3	1224655A
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	EP	G.	12 775 337.4	EP 2 748 113 A2
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	BE	G.	12 775 337.4	2 748 113
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	CH	G.	12 775 337.4	2 748 113
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	CZ	G.	12 775 337.4	2 748 113
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	DE	G.	12 775 337.4	2 748 113
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[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	GB	G.	12 775 337.4	2 748 113
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	HU	G.	12 775 337.4	2 748 113
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	IT	G.	12 775 337.4	2 748 113
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	PL	G.	12 775 337.4	2 748 113
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	TR	G.	12 775 337.4	2 748 113
[FS] Apparatus for producing and delivering ozonated water	Electrolytic Ozone Inc.	JP	F+	2014-527341	JP2014-526969

[FS] Apparatus for producing and delivering ozonated water - Divisional application	Electrolytic Ozone Inc.	JP	G.	2016-105040	US20160147265
[FS] Diamond Electrode	Element Six Limited	GB	F+	0622482.8	
[FS] Diamond Electrode	Element Six Limited	WO	FL	PCT/IB2007/054561	WO2008/056336
[FS] Diamond Electrode	Electrolytic Ozone Inc.	EP	F.	07827042.8	2 125 632
[FS] Diamond Electrode	Electrolytic Ozone Inc.	JP	G.	2009-535867	JP2010-509500
[FS] Diamond Electrode	Electrolytic Ozone Inc.	US	G.	12/514,055	US2010/006450
[FS] Electrochemical apparatus having a forced flow arrangement	Element Six Limited	GB	F+	0622483.6	
[FS] Electrochemical apparatus having a forced flow arrangement	Element Six Limited	WO	FL	PCT/IB2007/054562	2008056337
[FS] Electrochemical apparatus having a forced flow arrangement	Electrolytic Ozone Inc.	US	G.	12/514294	US2010/032312
[FS] Water purification system	Electrolytic Ozone Inc.	US	F+	13/744,298	US2013/0193079
[FS] Water purification system	Electrolytic Ozone Inc.	WO	FL	PCT/US2013/021993	WO2013/109789
[FS] Water purification system	Electrolytic Ozone Inc.	CN	F+	201380012107.1	104159852
[FS] Water purification system	Electrolytic Ozone Inc.	EP	FZ	13703928.5	2 804 837
[FS] Water purification system	Electrolytic Ozone Inc.	IN	F+	6017/DELNP/2014	
[FS] Hub and Removable Cartridge	Electrolytic Ozone Inc.	US	F+	13/607,170	US2013/0206654
[FS] Hub and Removable Cartridge - Continuation Application	Electrolytic Ozone Inc.	US	F.	15/589,062	US 2017/0275191 A1
[FS] Hub and Removable Cartridge	Electrolytic Ozone Inc.	WO	FL	PCT/US2012/054267	2013036838
[FS] Hub and removable cartridge for producing and delivering ozonated water	Electrolytic Ozone Inc.	CN	F+	201280050589.5	103874786
[FS] Hub and Removable Cartridge	Electrolytic Ozone Inc.	EP	F.	12 830 115.7	2 753 730
[FS] Hub and removable cartridge for producing and delivering ozonated water	Electrolytic Ozone Inc.	JP	G.	2014-529914	JP2014-529506



[FS] High efficiency electrolytic ozone production system

Electrolytic  
Ozone Inc. US F. 62/701,070

Portable Ozone Disinfecting Devices

Electrolytic  
Ozone Inc. US F. 62/699,997

## EOI Licenced-in Patent Portfolio

These cases are licensed from JRT to Element Six Ventures SARL and sublicensed to EOI

Official Title	Assignee	Country	Application No	Application Date	Status
Electrode, Ozone Generator and Ozone Generating Method	Central Japan Railway Company	JP	2004133930	28-Apr-04	Expired
		JP	2005104334	31-Mar-05	Granted
		JP	2008150632	31-Mar-05	Granted
		WO	PCT/JP2005/008216	28-Apr-05	Complete
		EP	05136753.4	28-Apr-05	Pending
		US	11/587936	28-Apr-05	Pending
Method for Producing Ozone Water and Apparatus for Producing Ozone Water	Central Japan Railway Company	JP	2005232184	10-Aug-05	Granted
		WO	PCT/JP2006/309157	2-May-06	Complete
		EP	06746007.1	2-May-06	Pending

		US	11/989770	2-May-06	Granted
Ozone Generating Method	Central Japan Railway Company	JP	20070172246	29-Jun-07	Granted
Ozone Mist Generating Apparatus	Central Japan Railway Company	JP	20060064331	9-Mar-06	Granted

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C  
Schedule ~~D~~ - Assets  
(FF & E, etc.)

1. All email files and attachments for all personnel having worked on ozone ice and spray products
2. Server Image – From Franke servers located in Smyrna to include all files related to ozone; but no less than including all files on Safety Adherence History, Regulations Applications and Regulator review History, Marketing Claims History, Supplier History, Testing and MBTF complete data sets, Results and Opinions from Independent labs, Complete history on all IP applications, IP filings and legal responses, Customer Rma issuances and responses.
3. The property and assets listed below. For the avoidance of doubt, in addition to any equipment currently in the Boston Facility and storage areas which are not included below are considered to be included in the Purchased Assets under clause (vi) of the definition of Purchased Assets.

CAP #	Description	Custodian	TAG#
2016-01	Servo Welder	Dave Lutz	FCG-005373
2017-11	Tenant Improvements at 300 Willow North Andover	Franke Innovations, Inc.	N/A
2016-139c	Tooling F2857/2858	Franke Innovations, Inc.	
2016-139b	Tooling F2232	Franke Innovations, Inc.	N/A
2016-81a	Milling Machine	Dave Lutz	FCG-005282
2016-55	3000 Potentiostat Galvansostat	Dave Lutz	FCG-005158
FRI2000103	BMT 964 Ozone Testing Equipment	EOI Office	FCG-005379
FRI2000102	BMT 932C-6 Ozone Testing Equipment	Franke Innovations, Inc.	FCG-005376
2016-139a	Tooling F2606	Franke Innovations, Inc.	N/A
	FAMILY MOLD		
2017-27	Cook and Hold Oven LG Capacity	Dave Lutz	FCG-005348
	Lytron KODIAK RECIRCULATING		FCG-005382
2018-20b	Jamboard Digital Wht Bard Disp Red	Franke Innovations, Inc.	FCG-005371
2016-92	New Receptacles and Circuit Panel	Dave Lutz	Not Taggable
	OZONE IN AMBIENT AIR - BMT 930		FCG-005381
	FRAME - Proto Labs		
	BRANSON WELDER		
2017-29	ADT Install and Set Up	Dave Lutz	N/A
FMU100145	Printer	Franke Innovations, Inc.	FMU-00179
2017-11c	CISCO Wireless Access Point	Franke Innovations, Inc.	FCG-005335
	R&D EQUIPMENT		
	BMT 964 AQ-LC		FCG-005378
2016-81b	Milling Machine	Dave Lutz	FCG-005260
	CABINET		
2017-01	Tooling	Franke Innovations, Inc.	
	CHILLER - Lytron Kodiak		FCG-005383
	CHILLER - Lytron Kodiak		FCG-005384
	AUTOMATED LEAK TESTE		FCG-005374
	AFFINITY S4K CHILLER		
	FRAME, A75IL W/SLOTS		
2017-52	Soldering Station	Franke Innovations, Inc.	FCG-005358
	2- 3HP 1PH TEFC WEBT		
2018-20a	Jamboard Rolling Stand	Franke Innovations, Inc.	FCG-005372
	20KHZ FULL-WAVE TITA		
	2-WEBTROL SS PUMP W/		FCG-005386 & FCG-005387

	PRESS MODEL TS-101/1		FCG-005388
	PRESS MODEL TS-100		FCG-005389
2017-11a	CISCO 1921/K9 Router	EOI Mass.	FCG-005351
2017-49c	Fujitsu FI-7160 Scanner	Franke Innovations, Inc.	FCG-005363
2017-49a	Fujitsu FI-7160 Scanner	Franke Innovations, Inc.	FCG-005361
2017-49b	Fujitsu FI-7160 Scanner	Franke Innovations, Inc.	FCG-005362
	OZONE MONITOR		
	DATA ACQUISITION		
	SPOTWELDER		FCG-005390
	ACCESS CONTROL		
	PHONE SYSTEM		
	DATA ACQUISITION		
	SERVER		FCG-005391
	PUMP		
	WORKBENCHES		
	SPRING CONTACT, CUBE		
	FLOW METER BASE		
2017-11b	CISCO Wireless Acecess Point	Franke Innovations, Inc.	FCG-005334
FRI2000108	Executive Desk 72x30 Two Pedestal	Dave Lutz	
FRI2000104	Trinocular Microscope	EOI Office	
	POWER SUPPLY		
	OZONE MONITOR		
	FIREWALL		
	LED TV		
	SERVER SOFTWARE		
	OZONE MONITOR		
	BLACK BOOSTER		
2015-11	20 HP ELITE DISPLAY E231 23IN MONITOR	Wayne Lieberman	FCG-005083
	SOFTWARE		
	CHILLERS(2)		
	BENCH TOP		
	MICROSCOPE		
	PUMP		
	2 - ST720/ST50B STER		
	MICROSCOPE		
2017-39a	60x30 Maple Butcher Block Sq Work Bench	Franke Innovations, Inc.	FCG-005353
2017-39b	60x30 Maple Butcher Block Sq Work Bench	Franke Innovations, Inc.	FCG-005354
2017-39c	60x30 Maple Butcher Block Sq Work Bench	Franke Innovations, Inc.	FCG-005355
2017-39d	60x30 Maple Butcher Block Sq Work Bench	Franke Innovations, Inc.	FCG-005356
201711-a	Cisco Small Bus. SG300-10 10-Port Gigabit Ethernet Switch	Franke Innovations, Inc.	FCG-005349
201711-b	Cisco Small Bus. SG300-10 10-Port Gigabit Ethernet Switch	Franke Innovations, Inc.	FCG-005350
	SOFTWARE		
	LARGE POWER SUPPLY		
	RESINTECH		
	PROJECTOR		
	COPIER		
	STORAGE CABINETS		
	CUBES		
	CUBES BALANCE		
	PVC PRESSURE REGULAT		
	TOP COVER		

	MAGMETER 3/8 NPT EPD		
	LO-FLO SNSR 0.1-2LPM		
	TANK STOPPER		
	BOTTLE BODY TOP COVE		
	BOTTLE BODY TOP		
	BODY BOTTLE MIDDLE		
	BODY BOTTLE TANK		
	BODY BOTTLE BOTTOM		
	BODY BOTTLE BOTTOM P		
	P1952, P2062, SB END		
	NOZZLE ALONE		
	CAP, SPRAY BOTTLE CH		
	E4 XLS, LTS 200 UL T		
	LEASEHOLD IMPROVEMEN		
	LEASEHOLD IMPROVEMEN		
	LEASEHOLD IMPROVEMEN		
	LEASEHOLD IMPROVEMEN		
	LEASEHOLD IMPROVEMEN		
	LEASEHOLD IMPROVEMEN		
	LEASEHOLD IMPROVEMEN		
	LEASEHOLD IMPROVEMEN		
	LEASEHOLD IMPROVEMEN		
FRI2000110	Lab Bench and Cabinet 6'x30"	EOI Office	
FRI2000110	Lab Bench and Cabinet 6'x30"	EOI Office	
FRI2000110	Lab Bench and Cabinet 6'x30"	EOI Office	
FMU100306	Furniture - Desk Veneer 72x36	EOI Office	
FRI2000112	Chemical Storage Cabinet	EOI Office	
FRI2000106	Lab Bench	EOI Office	
FMU100306	Furniture - Manager's Chair	EOI Office	
FMU100306	Furniture - Manager's Chair	EOI Office	
FMU100306	Furniture - Manager's Chair	EOI Office	
FMU100306	Furniture - Manager's Chair	EOI Office	
FMU100306	Furniture - Manager's Chair	EOI Office	
FMU100306	Furniture - Manager's Chair	EOI Office	
FMU100306	Furniture - Lab Bench	EOI Office	
FMU100306	Furniture - Lab Bench	EOI Office	FMU100306
FRI2000111	Glass Case	EOI Office	
FRI2000111	Glass Case	EOI Office	
FRI2000111	Glass Case	EOI Office	
FRI2000111	Glass Case	EOI Office	
FRI2000106	Storage Cabinet	EOI Office	
FRI2000106	Storage Cabinet	EOI Office	
FRI2000106	Stool	EOI Office	
FRI2000106	48" Maple Table	EOI Office	
FRI2000106	Putty Metal Bookcase	EOI Office	
FRI2000106	Putty Metal Bookcase	EOI Office	
FRI2000106	Maple Bookcase	EOI Office	
FRI2000106	Haworth Office Chair	EOI Office	
FRI2000106	Haworth Office Chair	EOI Office	
FRI2000106	Haworth Office Chair	EOI Office	
FRI2000106	Haworth Office Chair	EOI Office	

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FRI2000106	Haworth Office Chair	EOI Office	
FRI2000106	Haworth Office Chair	EOI Office	
FMU100306	Furniture - Desk Cherry Laminate	EOI Office	
FMU100306	Furniture - Desk Cherry Laminate	EOI Office	
2017-28a	6x8 Cubicle with power poles	Franke Innovations, Inc.	N/A
2017-28b	6x8 Cubicle with power poles	Franke Innovations, Inc.	N/A
2017-28c	6x8 Cubicle with power poles	Franke Innovations, Inc.	N/A
2017-28d	6x8 Cubicle with power poles	Franke Innovations, Inc.	N/A
FRI2000106	Training Table	EOI Office	
FMU100306	Furniture - Conference Table	EOI Office	
FRI2000106	Maple Credenza	EOI Office	
FRI2000109	Lab Bench and Cabinet 18'x5' Island	EOI Office	
FRI2000109	Lab Bench and Cabinet 18'x5' Island	EOI Office	
2015-201	Aquafine Optima UV Disinfect Unit	Franke Innovations, Inc.	FCG-005056
	2-AQUAFINE OPTIMA HX		
	AQUAFINE		
	AGILENT CARY 60 INST		FCG-00538C
	AGILENT INCLUDING (4		
	AGILENT		
	AGILENT		
	HP AGILENT		
	AGILENT		
	AGILENT		
	AGILENT 34901A-4		
FRI2000105	Cary 60 Ozone Testing Equipment	EOI Office	FCG-005377
	DELL COMPUTER		
	COMPUTERS		
	COMPUTER		
	COMPUTER		
	COMPUTERS		
	COMPUTER		
	HP PC		
	PC LAB		
	HP PROBOOK 4535S		
	COMPUTER(2) LAB		
	COMPUTER-RICH		
	HP NOTEBOOKS (2) NIC		
	HP NOTEBOOKS (2)		
2016-76	HP SB 840 G3 Laptop	Dave Lutz	FCG-005300
2016-103	HP SB 840 G3 Laptop	Diane Boudreau	FCG-005261
2016-47	HP 840 G3 Laptop	Rich Federico	FCG-005155
2018-33	HP SB X360 Laptop	Brian Eller	FCG-005453
FMU100300	Laptop - Lenovo W530	Jeff Booth	FMU00355
201-44b	Microsoft Surface Pro 4 Laptop	Wayne Lieberman	FCG-005144
2017-85a	Hp SB X360 G2 laptop	Wayne Lieberman	FCG-005427
2012-22F	HP SB 8200 Desktop	Receiving	FCG-004478
2012-22A	HP SB 8200 Desktop	Shipping	FCG-004473
2018-13	Apple IPAD Pro	Wayne Lieberman	FCG-005436
FRI2000101	CAD Work Station	Jeff Booth	FEU-02087
FRI2000101	CAD Work Station	Jeff Booth	FMU-00379
FRI2000101	CAD Work Station	Jeff Booth	FMU-00380
	IPAD		
	SUB MINI COMP LC200N		

	PC		
2016-116a	HP SB Elite232 Display 23 IN	Wayne Lieberman	FCG-005304
2016-116b	HP SB Elite232 Display 23 IN	Wayne Lieberman	FCG-005303
	BOOTH		

4. All parts held by Exceltek that relate to the Assumed Liability...

**BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, **FRANKE FOODSERVICE SYSTEMS AMERICAS, INC.**, a Delaware corporation ("Seller") GRANTS, CONVEYS, BARGAINS, SELLS, TRANSFERS and DELIVERS and by these presents does GRANT, CONVEY, BARGAIN, SELL, TRANSFER and DELIVER unto **ENOZO TECHNOLOGIES, INC.**, a Delaware corporation ("Buyer"), all of Seller's right, title and interest in and to the Purchased Assets, as such term is defined in that certain Asset Purchase Agreement (the "APA") dated as of January 28, 2019.

Seller, for itself and its successors and assigns, does further hereby covenant that from time to time and after delivery of this Bill of Sale at the request of Buyer, but without cost to Seller, it and they will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances and transfers for the purpose of more fully vesting in Buyer title to any of the Purchased Assets as Buyer may reasonably request.


This Bill of Sale is executed and delivered in furtherance of the consummation of the transactions contemplated by the APA, but does not supersede the APA and the terms and provisions of the APA, together with the terms and provisions of any other instruments of transfer delivered pursuant to the APA, shall survive the execution and delivery hereof. This Bill of Sale shall be governed by and construed in accordance with the laws of The State of Delaware.


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The signature page follows.]*



EXECUTED as of January 28th, 2019.

FRANKE FOODSERVICE SYSTEMS  
AMERICAS, INC.

By:   
Name: Tom Mueller  
Title: CEO

By:   
Name: Thomas J. O'Brien  
Title: EXEC CHAIRMAN

[Signature Page to Bill of Sale]