

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5997942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	03/01/2020

## CONVEYING PARTY DATA

Name	Execution Date
PROACT SERVICES CORPORATION	02/28/2020

## RECEIVING PARTY DATA

<b>Name:</b>	EVOQUA WATER TECHNOLOGIES LLC
<b>Street Address:</b>	210 SIXTH AVENUE, SUITE 3300
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222

## PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	9255025
Patent Number:	10160664
Application Number:	16231861
Application Number:	16299691
Patent Number:	9523330
Patent Number:	9777675
Patent Number:	9885317
Patent Number:	10138845
Application Number:	16199841
Application Number:	13470915
Application Number:	15610867
Patent Number:	9682876
Patent Number:	5378267
Patent Number:	5478507

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: catherine.baer@evoqua.com

<b>Correspondent Name:</b>	CATHERINE BAER
<b>Address Line 1:</b>	10 TECHNOLOGY DRIVE
<b>Address Line 4:</b>	LOWELL, MASSACHUSETTS 01851

<b>ATTORNEY DOCKET NUMBER:</b>	PROACT MERGER
--------------------------------	---------------

<b>NAME OF SUBMITTER:</b>	CATHERINE BAER
---------------------------	----------------

<b>SIGNATURE:</b>	/catherine baer/
-------------------	------------------

<b>DATE SIGNED:</b>	03/05/2020
---------------------	------------

**Total Attachments: 5**

source=IP\_ProAct to EWT LLC\_Patent Assignment#page1.tif  
source=IP\_ProAct to EWT LLC\_Patent Assignment#page2.tif  
source=IP\_ProAct to EWT LLC\_Patent Assignment#page3.tif  
source=IP\_ProAct to EWT LLC\_Patent Assignment#page4.tif  
source=IP\_ProAct to EWT LLC\_Patent Assignment#page5.tif

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of March, 2020 (the "Effective Date"), by and between PROACT SERVICES CORPORATION ("Assignor") and EVOQUA WATER TECHNOLOGIES LLC, with a place of business at 210 Sixth Avenue suite 3300, Pittsburgh, PA 15222 ("Assignee").

WHEREAS, Assignor desires to transfer, assign, convey, grant and deliver to Assignee and Assignee desires to accept from Assignor the Assigned Patents (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Assignee, its legal representatives, successors, and assigns, and Assignee does hereby accept such assignment, transfer, conveyance, grant and set over, Assignor's entire right, title and interest in and to (i) the patents and patent applications, including provisional patent applications, including the inventions disclosed therein, set forth on Schedule A attached hereto, including (ii) any and all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from any of these, including divisionals, continuations, continuations-in-part, substitutions, provisionals, converted provisionals, and continued prosecution applications, including the right to claim priority to any and all such patents and patent applications, (iii) any and all patents that have issued or in the future issue from the patents and patent applications described in clauses (i) and/or (ii), including utility models, petty patents and design patents and certificates of invention and (iv) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations, supplemental examinations, inter partes reviews, post-grant reviews, oppositions and other existing or future post-issuance proceedings, and extensions (including future pending or issued unexpired patent term extension or supplemental protection certificate or equivalent extension right) of the patents or patent applications described in the foregoing clauses (i), (ii) and/or (iii); (v) any and all letters patent in the United States and all foreign countries which may be granted therefore and thereon; and (vi) all rights under the International Convention for the Protection of Industrial Property ((i) through (vi), collectively, the "Assigned Patents"); and in each case of (i)-(vi), the same to be held and enjoyed by Assignee for its own use and benefit to the full end of the term for the Assigned Patents that may be granted or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Patents, including the right to any damages accrued for infringement of the Assigned Patents prior to the date of this Agreement, the right to any extension, supplemental protection certificate or equivalent extension right (including the right to rely upon any activities of Assignor before any regulatory authority for purposes of obtaining any extension, supplemental protection certificate or equivalent extension right), and all goodwill associated with such Assigned Patents (all of the foregoing, including the Assigned Patents, the "Assigned Patent Rights"); and any and all intellectual property rights inherent in the Assigned Patent Rights and appurtenant thereto. Any assignment of rights shall be held and enjoyed by Assignee, its successors and assigns from and after the date of such assignment as fully and entirely as the same would have been held and enjoyed by Assignor had such assignment not been made.

2. Acceptance of Assignment. Assignee hereby accepts the assignment, transfer and conveyance of the rights and properties hereby assigned, transferred and conveyed to it herein.

3. Further Assurances. Upon said consideration, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement, and that Assignor will, at any

time upon request, without further or additional consideration, but at the expense of said Assignee, execute acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as said Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for said Assigned Patents, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee. The undersigned requests that any patents that may be issued for said Assigned Patents be issued to said Assignee, its legal representatives, successors or assigns, as an owner of my entire right, title and interest in and to said patent and the Assigned Patents covered thereby.

4. Recordation. Assignor hereby consents to and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file patent applications included in the Assigned Patents in any country.

5. Entire Agreement. This Agreement constitutes the final agreement between the parties with respect to the subject matter contained herein and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.

6. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

9. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

10. Counterparts. This Agreement may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

11. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

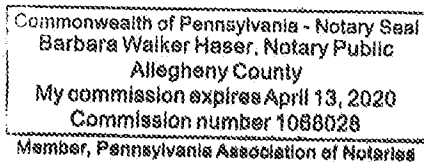
IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date set forth above.

Pro Act Services Corporation  
Assignor

By: [Signature]  
Name: Vincent Grieco  
Title: Secretary  
Date: February 26, 2020  
Place: Pittsburgh, Pennsylvania

On this 28<sup>th</sup> day of February, 2020, before me personally appeared Vincent Grieco of      known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

S E A L



Barbara Walker Haser  
Notary Public

February 28, 2020  
Date

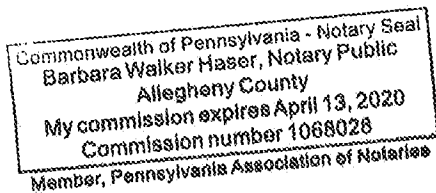
My commission expires April 13, 2020

Evoqua Water Technologies LLC  
Assignee

By: [Signature]  
Name: Vincent Grieco  
Title: Secretary  
Date: February 28, 2020  
Place: Pittsburgh, Pennsylvania

On this 28<sup>th</sup> day of February, 2020, before me personally appeared Vincent Grieco of Evoqua Water Technologies LLC known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL



Barbara Walker Haser  
Notary Public

February 28, 2020  
Date

My commission expires April 13, 2020

**SCHEDULE A**

<b>Patent No./ Publ. No. Application No.</b>	<b>Publication Date/Grant Date</b>	<b>Inventors</b>	<b>Description</b>
US Pat. No. 9255025 Appl. No. 13/947883	February 9, 2016	Gerard Willem Smiddy, Frank Leslie Smiddy	System and Method for the Treatment of Wastewater
US Pat No. 10160664 Appl. No. 14/983831	December 25, 2018	Gerard Willem Smiddy, Frank Leslie Smiddy	System and Method for the Treatment of Wastewater
US Pub. No. 20190194036 Appl. No. 16/231861	June 27, 2019	Gerard Willem Smiddy, Frank Leslie Smiddy	System and Method for the Treatment of Wastewater
US Pub. No. 20190330080 Appl. No. 16/299691	October 31, 2019	Gerard Willem Smiddy, Frank Leslie Smiddy	System and Method for the Treatment of Wastewater
US Pat. No. 9523330 Appl. No. 14/275579	December 20, 2016	Gerard Willem Smiddy, Frank Leslie Smiddy, Kyle Kirker	System and Method for Combusting Volatile Vapors
US Pat. No. 9777675 Appl. No. 15/385084	October 3, 2017	Frank Leslie Smiddy, Gerard Willem Smiddy, Kyle Kirker	System and Method for Combusting Volatile Vapors
US Pat. No. 9885317 Appl. No. 15/613729	February 6, 2018	Gerard Willem Smiddy, Frank Leslie Smiddy, Kyle Kirker	System and Method for Combusting Volatile Vapors
US Pat. No. 10138845 Appl. No. 15/888635	November 27, 2018	Gerard Willem Smiddy, Frank Leslie Smiddy, Kyle Kirker	System and Method for Combusting Volatile Vapors
US Pub. No. 20190145351 Appl. No. 16/199841 (abandoned)	May 16, 2019	Gerard Willem Smiddy, Frank Leslie Smiddy, Kyle Kirker	System and Method for Combusting Volatile Vapors
US Pub. No. 20120285894 Appl. No. 13/470915 (abandoned)	November 15, 2012	Frank Leslie Smiddy	System and Method for the Treatment of Wastewater
US Pub. No. 20170267559 Appl. No. 15/610867 (abandoned)	September 21, 2017	Frank Leslie Smiddy	System and Method for the Treatment of Wastewater
US Pat. No. 9682876 Appl. No. 13/470894	June 20, 2017	Frank Leslie Smiddy	System and Method for the Treatment of Wastewater
US Pat. No. 5378267 Appl. No. 08043264 (expired)	January 3, 1995	David Bros, Sawang Notthakun	Apparatus for Air Stripping Contaminants from Water
US Pat. No. 5478507 Appl. No. 08/197938 (expired)	December 26, 1995	David Bros	Gas-Liquid Contacting Apparatus with Valved Downcomer