

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6064064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Z124 CORPORATION	10/30/2012
RECEIVING PARTY DATA	
Name:	SUN TO WATER TECHNOLOGIES, LLC
Street Address:	533 COYOTE ROAD
City:	SOUTHLAKE
State/Country:	TEXAS
Postal Code:	76092
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9061239
Patent Number:	9039816
Patent Number:	9017456
Patent Number:	8864883
Patent Number:	8858684
Patent Number:	8845795
CORRESPONDENCE DATA	
Fax Number:	(513)977-8141
<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:	513/977-8200
Email:	theresa.oldfield@dinsmore.com
Correspondent Name:	DINSMORE & SHOHL LLP
Address Line 1:	255 EAST FIFTH STREET
Address Line 2:	SUITE 1900
Address Line 4:	CINCINNATI, OHIO 45202
ATTORNEY DOCKET NUMBER:	STWT0014PA
NAME OF SUBMITTER:	THERESA OLDFIELD
SIGNATURE:	/Theresa Oldfield/
DATE SIGNED:	04/16/2020

Total Attachments: 9

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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and entered into as of November 1, 2012 (the "Effective Date"), by and between Z124, a corporation registered in The Cayman Islands (registered number: 240387) ("Assignor"), and Sun to Water Technologies, LLC, a Delaware limited liability company ("Assignee"). Defined terms not specifically defined herein shall have the meanings ascribed to them in the Contribution and Services Agreement, dated November 1, 2012 (the "Agreement"), by and between the parties.

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee certain patents and patent applications as listed on Exhibit A to this Assignment (the "Patents");

WHEREAS, to effect the transfer of the Patents as contemplated in the Agreement, Assignor and Assignee desire to enter into this Assignment;

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby contribute, assign, transfer, convey and deliver to Assignee and its successors and assigns, all right, title, and interest in and to the Patents, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter of the Patents, and to any continuation, continuation-in-part, division, renewal, extension, substitute, re-examination or reissue thereof or any legal equivalent in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under any international conventions and treaties, together with all claims for damages and other remedies by reason of past infringements of the Patents, whether arising prior to or subsequent to the date of this Assignment, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.

3. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, conditions, indemnities, rights and remedies contained in the Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Agreement. This Assignment is subject to and controlled by the terms of the Agreement, and in the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Further Actions. Assignor covenants and agrees, at its own expense, to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other actions as reasonably requested by Assignee to more effectively consummate the assignments and assumptions contemplated by this Assignment.

5. Governing Law. This Assignment and any disputes hereunder shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. All disputes concerning this Assignment or the subject matter of this Assignment shall be resolved in accordance with of the Agreement.

6. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), by registered or certified mail (postage prepaid, return receipt requested) or by e-mail with receipt confirmed by return e-mail to the respective parties as set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to Assignor:

Z124 CORPORATION
c/o Flextronics
2241 Lundy Avenue
San Jose, CA 95131
Attention: Sanjay Verma

with a copy (which shall not constitute notice) to:

Orrick Herrington & Sutcliffe LLP
1000 Marsh Road
Menlo Park, CA 94025-1015
United States
Attn: Stephanie Sharron
Fax: 650.614.7401
Tel: 650.614.7400

If to Assignee:

Sun to Water Technologies, LLC
533 Coyote Road
Southlake TX 76092
Attention: Amy Brandt
Facsimile No.: 877-618-3610
Telephone No.: 661-803-6785

with a copy (which shall not constitute notice) to:

Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Attention: W. Scott Wallace, Esq.
Facsimile No.: 214-200-0674
Telephone No.: 214-651-5587

Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by e-mail, telecopy or by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

7. Binding Assignment. Except as provided in the Agreement, no party may, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Assignment and the rights granted to it hereunder prior to the Financial Closing Date without the other party's prior written consent, which consent may be granted or refused at the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Assignment and the rights granted to it hereunder, subject to its obligations, to a successor in interest without the consent of the other party upon any merger, acquisition, reorganization, change of control, or sale of all or substantially all of the assets or business of such party or the sale of all or substantially all of the assets or the business to which this Assignment relates. Any assignment or attempted assignment in violation of this Section shall be null and void from the beginning, and shall be deemed a material breach of this Assignment.

8. Relationship Between Parties. Assignee and Assignor shall at all times and for all purposes be deemed to be independent contractors and neither party, nor either party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other party. This Assignment shall not itself create or be deemed to create a joint venture, partnership or similar association between Assignee and Assignor or either party's employees, representatives, subcontractors or agents.

9. Third Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of Assignee and its affiliates (as defined in the Agreement), on the one hand, and Assignor and its affiliates, on the other hand. It is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity, and this Assignment does not (shall not be construed to) confer any right or cause of action in, upon or on behalf of any other person or entity, and no person or entity (including any of employee or former employee of any of the parties) other than Assignee or its affiliates and Assignor or its affiliates shall be entitled to rely on any provision of this Assignment in any action proceeding, hearing or other forum.

10. Severability. In the event that any clause, sub-clause or other provision contained in this Assignment shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision shall to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

11. No Waiver; Remedies Cumulative. Failure or neglect by a party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of this Assignment nor prejudice such party's rights to take subsequent action. All rights and remedies conferred under this Assignment or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

12. Amendment. Any term of this Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns.

13. Counterparts. This Assignment may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

14. Headings; Construction. The headings to the clauses, sub-clauses and parts of this Assignment are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment. The terms "this Assignment," "hereof," "hereunder" and any similar expressions refer to this Assignment and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. As used in this Assignment, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

15. Entire Assignment. With the exception of the Agreement and the Transaction Documents, this Assignment supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this Assignment and, together with the Agreement and the Transaction Documents, constitutes the entire understanding between the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

Z124, A CORPORATION REGISTERED IN THE
CAYMAN ISLANDS (REGISTERD NUMBER: 240387)

By: Timothy L. Stewart
Name: Timothy L. Stewart
Title: Secretary

ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

) SS: See attached

On _____ before me _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SIGNATURE PAGE TO PATENT ASSIGNMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

State of California
County of Santa Clara
On 10/30/12 before me, Gina Barreras, Notary Public
personally appeared Timothy L. Stewart

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Gina Barreras
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Patent assignment
Document Date: 10/30/2012 Number of Pages: 8

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Timothy L. Stewart Signer's Name:

Corporate Officer - Title(s): Secretary Corporate Officer - Title(s):

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing: 204 Signer is Representing:

Exhibit A

Assigned Patents and Patent Applications

Provisional application filed on June 4, 2012, US Application Serial No. 61/655316, Attorney Docket No. 6583-323-PROV.

In-progress non-provisional applications and their status.

1. US Application Serial No. 13/660,499, Attorney Docket No. 6583-339: Water Recovery System and Method (claims directed to the overall system include the communication network)
2. Attorney Docket No. 6583-340: Method for Water Recovery from Atmosphere (method claims directed to water recovery); Status: Application preparation complete and sent to inventors, awaiting comments from inventors.
3. US Application Serial No. 13/660,525, Attorney Docket No. 6583-341: Water Recovery System and Method (claims directed to the basic structure of the device)
4. Attorney Docket No. 6583-342: Apparatus for Water Recovery Including Stackable Desiccant Trays (claims directed specifically to features of the desiccant stack to include combinations of horizontal and vertical stacks, radial stacks, etc.); Status: Draft of application in process – not sent to inventors yet.
5. Attorney Docket No. 6583-343: Desiccant Cartridge for Water Recovery Device (claims directed specifically to the cartridge construction); Status: Draft of application in process – not sent to inventors yet
6. US Application Serial No. 13/660,572, Attorney Docket No. 6583-344: Configurable Manifolds for Water Recovery Device (claims directed to various manifold options for altering airflow patterns through the device)
7. US Application Serial No. 13/660,602, Attorney Docket No. 6583-345: Method of Controlling Airflow Through a Water Recovery Device (claims directed to the methods achieved by the configurable manifolds).
8. US Application Serial No. 13/660,620, Attorney Docket No. 6583-346: Heat Transfer Device for Water Recovery System (claims directed to the various heat exchanger configurations, single, multiple, etc.).
9. US Application Serial No. 13/660,639, Attorney Docket No. 6583-347: System for Water Recovery Including Multiple Power Sources (claims directed to the various power options to include electrical, solar, waste heat sources, etc.).
10. Attorney Docket No. 6583-348: Surface Treatments for Desiccant Media in a Water Recovery Device (claims directed to various formulations and methods of treating the surfaces of the desiccant media, e.g., neutron treatments, activation/passivation, etc.) Status: Draft of application in process – not sent to inventors yet.
11. Attorney Docket No. 6583-349: Dynamic Control of CaCl concentrations in a Water Recovery Device (claims directed to dynamic and user controllable CaCl concentrations for each tray of a stack); Status: Draft of application in process – not sent to inventors yet.
12. Attorney Docket No. 6583-409: Method of Manufacture and Assembly for Modular Water Recovery System (claims directed to methods of manufacture that result in a

EXHIBIT A TO PATENT ASSIGNMENT

SV853066.1

OHSUSA:752134261.3

PATENT
REEL: 052413 FRAME: 0511

system that is economical and reliable); Status: Draft of application in process – not sent to inventors yet.

Proposed inventions requiring more information from the inventors:

1. Charge control and sensor algorithms
2. Extraction control and sensor algorithms
3. Method to minimize energy usage in system by algorithms
4. Method for continuous device operation controlled by algorithms
5. Optimizing device operation through mass balance as a control system input
6. Insulating and sealing components for chamber
7. System and Method for dehumidification (this could be two or more patents)
8. Method of manufacture for desiccant stack and trays

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