

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6152345

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLARENTIS HOLDING INC	05/07/2018
RECEIVING PARTY DATA		
Name:	BLUE SCIENCE SOLUTIONS, LLC	
Street Address:	10542 MARSH STREET	
City:	WELLINGTON	
State/Country:	FLORIDA	
Postal Code:	33424	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	7374645	
Patent Number:	7691249	
Patent Number:	8002955	
Patent Number:	9347140	
Patent Number:	9777383	
PCT Number:	US2011020691	
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:	ip@pmlegal.law	
Correspondent Name:	PERLEBERG MCCLAREN LLP	
Address Line 1:	3415 SOUTH SEPULVEDA BLVD, SUITE 1100	
Address Line 2:	IP LAW DOCKETING	
Address Line 4:	LOS ANGELES, CALIFORNIA 90034	
ATTORNEY DOCKET NUMBER:	BLUE SCIENCE	
NAME OF SUBMITTER:	EDUARDO E. DRAKE	
SIGNATURE:	/Eduardo E. Drake/	
DATE SIGNED:	06/12/2020	
Total Attachments: 15		

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EXCLUSIVE LICENSE AGREEMENT

This Agreement entered into on May 5, 2018 (the "Effective Date"), by and between CLARENTIS HOLDING INC., a Florida Corporation, with an address for purposes of this Agreement at 4440 PGA Blvd., Suite 600, Palm Beach Gardens, FL 33410 (LICENSOR) and BLUE SCIENCE SOLUTIONS, LLC., with an address at 10542 Marsh Street, Wellington, FL 33424 (LICENSEE).

WHEREAS, LICENSOR has developed and is the beneficial owner of the Patent Rights (as defined below) relating to ECA products, and certain Process and Technical know-how as defined also defined below.

WHEREAS, LICENSEE is organized to commercialize the Patent Rights, Process and Technical Know-How for the Industry (as defined below); and

WHEREAS, LICENSEE wishes to receive, and LICENSOR is willing to grant to LICENSEE an **EXCLUSIVE, PERPETUAL, AND ROYALTY FREE** license, on the terms and conditions hereinafter set forth, to use such Process and Technical Know-How and to exploit the Patent Rights within the Territory (as defined below).

WHEREAS, the parties desire to memorialize their agreement on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The foregoing Recitals are acknowledged by the parties to be true and correct, and they are incorporated into this Agreement.

ARTICLE 2 DEFINITIONS

2.1 In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

Cell means device consisting of two concentric cylindrical electrodes, one which acts as an anode and the other as a cathode and an ion-permeable ceramic membrane located coaxially between them to separate the space between the electrodes in to anode and cathode compartments for electrolyzing a brine solution.

Copyrights means all copyright and rights whereof to which LICENSOR may now be

or may subsequently become entitled in or in respect of all drawings and other documents, recordings in any form and all other articles bearing or embodying any part of the Technical Know-How;

ECA means electro-chemical activation;

Effective Date means the date set forth at the beginning of this Agreement;

EPA registration means rights limited to the **Industry or Field of use**, under EPA Reg. 86854-1 and included under the **Reserved Rights**;

Industry or Field of use means the: Industrial Hygiene industry, Fire, Water, Mold and related Bio-contamination restoration and remediation Industries.

Patent Rights/Licensed Patents means the issued patents annexed hereto under Schedule 1 and initialed by the parties for identification purposes, short particulars whereof are set out in the Schedule 1 attached hereto;

Process means the processes and methods of working which have been developed or acquired by LICENSOR relating to manufacturing of the units and or in respect of the Patent Rights;

Products means the Cells, the Units, and components thereof which are to be developed, manufactured and supplied by or under agreement with LICENSEE, relating to or in respect of the Patent Rights;

Reserved Rights means all intellectual property rights (in the broadest sense) with respect to the Process, including without limitation all Copyrights used by LICENSOR; all of LICENSOR's rights in the Technical Know How; and all Patent Rights relating to the patents described in this Agreement or any Schedule attached hereto, except to the extent that such rights are expressly licensed, granted or waived by the terms of this Agreement;

Technical Know-How means all technical information, know-how, manufacturing techniques, engineering data, chemical formulas, specifications of materials, experience, drawings, designs, circuit diagrams, computer programs, research, studies, reports or other information in the possession of LICENSOR relating to or in respect of or use with the Process and all or part of which may be necessary to enable LICENSEE to work or practice the Process, and all other technical know-how or information which might be of commercial interest to LICENSEE in the operation of the Process or in the sale or manufacture of Products;

Territory for Reserved Rights, Process and Technical Know-How means the United States of America and all its respective territories and possessions during this Agreement;

Units or Devices mean machines that consist of at least one cell, a power-supply, a control system and various components to enable electrolysis.

ARTICLE 3
GRANT OF LICENSE; EXCLUSIVITY; RELATIONSHIP OF PARTIES

3.1 LICENSOR hereby grants to LICENSEE an Exclusive Royalty Free, and Perpetual license under LICENSOR's Patent Rights to use, exploit, make, offer to sell, import, or export the Technical Know-how and the Process limited to the Industry or Field of use, within the Territory. The license hereby granted shall be a perpetual and free of any ROYALTY payments.

3.2 LICENSOR shall supply LICENSEE with all Technical Know-how in its possession that has not previously been disclosed to LICENSOR which is necessary or desirable to enable LICENSEE to assemble the Products and/or use the Process.

3.3 LICENSEE shall function as an independent contractor. Nothing in this Agreement shall be construed as establishing a partnership, joint venture or principal/agent relationship between LICENSOR and LICENSEE, and neither shall have the authority to bind or obligate the other in any manner. LICENSEE shall not act or attempt to act as an agent of LICENSOR or create any obligation on behalf of LICENSOR.

ARTICLE 4
COMPENSATION TO LICENSOR

4.1 Good and valuable consideration from LICENSEE, receipt is hereby acknowledged by LICENSOR. See Schedule 2.

ARTICLE 5
SUBLICENSEES, SUBDISTRIBUTORS AND AGENTS

5.1 LICENSEE shall have the right to grant sublicenses and appoint sublicensees, subdistributors and agents to serve customers in the Field of use only, within the Territory, upon terms and conditions consistent with this Agreement.

5.2 LICENSEE shall include the terms of this Agreement, to the extent that they are applicable, in all of its agreements with sublicensees, subdistributors and agents.

5.3 All legal and financial consequences of LICENSEE's agreements with sub licensees, sub distributors and agents shall be the sole responsibility of LICENSEE and LICENSEE shall have the sole and exclusive power to determine the identity of any sublicensee, the applicable licensee fees or royalty rates, if any, and other terms and conditions of the sublicense.

ARTICLE 6
Expiration

6.1 At the expiration of the last patent to expire under the Licensed Patents in the Territory with respect to any Licensed Product, provided LICENSEE is not at that time in breach of this Agreement, LICENSEE shall have a completely paid-up, royalty-free right and license to subsequently make, have made, use, offer to sell, sell and import in the Field of Use in the territory any and all products that were previously Licensed Products and shall have no further obligations to LICENSOR in the Field of Use with respect to such Licensed Patents or such Products.

ARTICLE 7
OBLIGATIONS OF LICENSOR AND LICENSEE

7.1 LICENSOR shall: Make timely maintenance payments. In case LICENSOR fails to make the patent maintenance payments on time, LICENSEE shall have the right to make the maintenance payment on behalf of LICENSOR, to protect his interest in the Patent(s).

7.2 LICENSOR shall immediately notify LICENSEE of alleged infringement of any Licensed Patent in the Field of Use in the Territory or having a declaratory judgment action alleging invalidity or non-infringement of any Licensed Patent in the Field of Use in the Territory brought against it. [REDACTED]

7.3. Notice of Infringement. In the event that LICENSOR or LICENSEE becomes aware that a Third Party infringes the Patent Rights, LICENSOR or LICENSEE shall promptly notify each other of all known facts and circumstances relating hereto.

7.4 LICENSEE shall have the first right to enforce, at its sole cost, the Patent Rights against infringement by a Third Party. LICENSOR shall reasonably cooperate in any such enforcement and, if necessary, join as a Party therein, at the reasonable expense of LICENSEE. Should Licensee elect to enforce an infringement action at its sole cost, LICENSEE shall have the right to retain all Proceeds.

7.5 In the event that LICENSEE does not file suit against or commence settlement negotiations with an infringer of the Patent Rights within three months after receipt of a written demand from LICENSOR that LICENSEE bring suit, LICENSOR shall have the right to enforce at its own Cost any the Patent Rights on behalf of itself and LICENSEE. LICENSEE shall reasonably cooperate with Licensor in such action, at the reasonable expense of LICENSOR. Should LICENSOR elect

to enforce an infringement action at its sole Cost, the LICENSOR shall be entitled to receive all Proceeds.

7.6 Patent Marking. LICENSEE shall comply with the patent marking provisions of 35 U.S.C. § 287(a) by marking all Licensed Products with the word "patent" or the abbreviation "pat." and either the relevant Licensed Patents or a web address that is freely accessible to the public and that lists the relevant Licensed Patents. LICENSEE shall also ensure that all sublicensees mark sublicensed Licensed Products accordingly. LICENSEE and any sublicensees shall comply with the patent marking laws of each country in the Territory for Licensed Products sold in those countries.

7.7. Regulatory Clearance. LICENSOR shall reasonably cooperate with LICENSEE in obtaining any clearances from governmental agencies to market the Licensed Products.

7.8 Compliance with Laws and Standards. LICENSEE represents and warrants that it shall comply at its own expense, with all applicable laws, rules, regulations of governmental bodies and agencies, and applicable product standards including but not limited to, all laws, rules and regulations affecting or governing exports in its performance under this Agreement.

ARTICLE 8 ABANDONMENT

8.1 If LICENSOR wishes to abandon any patent application or patent that is a Licensed Patent, it shall give LICENSEE twelve (12) days prior written notice of the desired abandonment. On LICENSEE's request, which may be provided at any time after the notice of desired abandonment, LICENSOR shall assign to LICENSEE any such patent application and patent LICENSOR wishes to abandon. Effective as of the effective date of the notice, such patent application and patent shall no longer be a Licensed Patent and LICENSEE shall not have any further royalty or other payment obligation for such patent application and patent. LICENSEE has no obligation to pay anything to LICENSOR as it is a royalty free license.

ARTICLE 9 WARRANTIES

9.1 LICENSOR warrants and represents to LICENSEE the following:

(a) That LICENSOR is the sole and exclusive beneficial owner of all rights, title and interest in the Process, Technical Know-how and Patent Rights within the Territory and that there are presently no liens, encumbrances or other charges over any of them;

(b) That the patents listed in SCHEDULE 1 represent those patents necessary or useful for LICENSEE to make, have made, use, offer to sell, sell and import the Licensed Products in the Field of Use in the Territory;

(c) It is the sole and exclusive legal and beneficial owner/has sole and exclusive control (by ownership, license or otherwise) of the entire right, title, and interest in and to the Licensed Patents, and is the record owner of all patent applications and issued patents that are Licensed Patents;

(d) Neither its grant of the license, nor its performance of any of its obligations, under this Agreement does or to its knowledge will at any time during the Term:

(i) Conflict with or violate any applicable Law;

(ii) Require the consent, approval or authorization of any governmental or regulatory authority or other third party;

(iii) Require the provision of any payment or other consideration to any third party.

(e) It has not granted any licenses or other contingent or non-contingent right, title or interest under or relating to Licensed Patents in the Field of Use in the Territory, or is or will be under any obligation, that does or will conflict with or otherwise affect this Agreement, including any of LICENSOR's representations, warranties or obligations or LICENSEE's rights or licenses hereunder;

(f) To its knowledge, no prior art or other information exists that would adversely affect the validity, enforceability, term or scope of any Licensed Patent;

(g) There is no settled, pending or to its knowledge threatened litigation or re-examination, post-grant or *inter parts* review, interference, derivation, opposition, claim of invalidity or other claim or proceeding (including in the form of any offer to obtain a license):

(i) Alleging the invalidity, misuse, unregistrability, unenforceability or non-infringement of any Licensed Patent;

(ii) Challenging LICENSOR's ownership of, or right to practice or license, any Licensed Patent, or alleging any adverse right, title or interest with respect thereto; or

(iii) Alleging that the practice of any Licensed Patent or the making, using, offering to sell, sale or importation of any Licensed Product in the Field of Use in the Territory does or would infringe, misappropriate or otherwise violate any patent, trade secret or other intellectual property of any third party.

(h) It has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any litigation, claim or proceeding described related to the patents listed in SCHEDULE 1;

(i) It has not received any written, oral or other notice of any litigation, claim or proceeding described pertaining to the patents listed in SCHEDULE 1;

(j) LICENSEE hereunder is or will be accurate.

9.2. THERE SHALL BE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR ANY OTHER WARRANTY OBLIGATION ON THE PART OF LICENSOR WITH RESPECT TO ANY OF THE PRODUCTS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

ARTICLE 10 CONFIDENTIAL INFORMATION

10.1 Each party agrees not to divulge to any third party, and not to use, except for the purpose of performing this Agreement, any trade secrets or information of a confidential nature received from the other party, including without limitation technical information and data, commercial information and know how, price and cost structures, and administrative/operational information. Each party shall take all steps which may be reasonably necessary to effectively ensure that such information shall be retained in confidence.

10.2. The confidentiality obligations set forth in this Article shall not apply to (a) disclosures to the parties' attorneys, accountants or other advisors; (b) disclosures required by law; or (c) any information that is or becomes publicly known without the breach of any confidentiality obligation owed to the party owning or controlling such information.

10.3. LICENSEE agrees that it shall impose by contract, upon all of its sublicensees, distributors and agents, all of the confidentiality obligations which are imposed upon LICENSEE by this Agreement.

10.4. The provisions of this Article shall survive the expiry, termination or cancellation of this Agreement for any reason.

ARTICLE 11 FORCE MAJEURE

11.1 Neither party shall be liable for a failure to perform its obligations under this Agreement if such failure is due to fire, flood, strike, labor troubles, war (declared or undeclared), terrorists acts, embargo, blockade, legal restrictions (including without limitation such restrictions intended to combat terrorism), riot, or any other cause beyond the reasonable control of the non-performing

party, provided that these events could not be foreseen, or the effect of these events prevented, when this Agreement was entered into.

11.2. In case of a temporary force majeure, the obligations of the party who is unable to perform shall be suspended until the circumstances preventing performance no longer exist.

ARTICLE 12 DURATION AND TERMINATION

12.1 This Agreement shall remain in full force in perpetuity and effect unless terminated by LICENSEE.

ARTICLE 13 REMEDIES: INDEMNITY

13.1 LICENSOR shall indemnify, defend and hold harmless LICENSEE (each, an "Indemnatee") against all Losses arising out of or resulting from any third-party claim, suit, action or proceeding related to or arising out of or resulting from LICENSOR's breach of any representation, warranty, covenant or obligation under this Agreement (each an "Action").

13.2. LICENSOR shall indemnify, defend and hold harmless the LICENSEE against all Losses arising out of, resulting from or relating to any Action involving a claim that any manufacture, use, sale, offer for sale or importation of any Licensed Product in the Field of Use in the Territory, or the exercise of any rights or privileges by LICENSEE granted to it under this Agreement, infringes any patent or other intellectual property right of any third party, provided that the claim of infringement is based on a feature or features covered by a Valid Claim.

13.3. LICENSEE shall indemnify LICENSOR for any injury to or loss of goodwill, reputation, business production, revenues, profits, anticipated profits, contracts, or opportunities, or for any consequential, incidental, indirect, exemplary, special, punitive or enhanced damages (including the entry into, performance or breach of this Agreement) regardless of whether such damage was foreseeable and whether or not the LICENSEE has been advised of the possibility of such damages or otherwise in respect of the licensee's use of the Licensed Products

13.4. Indemnification Procedure. The indemnified party shall promptly notify the indemnifying party in writing of any Action. The indemnifying party shall immediately take control of the defense and investigation of the Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of any indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 13.4 shall not relieve the indemnifying party of its obligation under this Section 13.4 except to the extent that the

indemnifying party can demonstrate that it has been materially prejudiced as a result of the failure. The indemnified party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

13.5. Exclusion of Consequential and Other Direct Damages. To the fullest extent permitted by Law, LICENSEE shall not be liable to LICENSOR for any injury to or loss of goodwill, reputation, business production, revenues, profits, anticipated profits, contracts or opportunities (irrespective of how these are classified as damages), or for any consequential, incidental, indirect, exemplary, special, punitive or enhanced damages whether arising out of breach of contract, tort (including negligence) or otherwise (including the entry into, performance or breach of this Agreement), regardless of whether such damage was foreseeable and whether or not the other party has been advised of the possibility of such damages.

ARTICLE 14 NOTICES

14.1 Any notice required or permitted hereunder shall be given in writing and shall be sent by personal delivery, overnight courier, or registered or certified mail, return receipt requested, to the parties at the addresses set forth at the beginning of this Agreement. Either party may from time to time change its address to which notices are to be sent by furnishing the other party a notice of such change in conformity with the foregoing requirements. Notice shall be deemed effective as of the date of delivery or refusal.

ARTICLE 15 ARBITRATION; INJUNCTIVE RELIEF

15.1 The parties agree that except as otherwise stated herein any and all controversies, claims, or disputes between them, including without limitation any claims arising out of or in any way relating to the formation, validity, interpretation, performance, termination, or breach of this Agreement, shall be subject to binding arbitration under the Florida Arbitration Code, Chapter 682 of the Florida Statutes (the Code).

15.2 Any arbitration will be administered by the American Arbitration Association (AAA) consistent with its Commercial Arbitration Rules or any successor rules then in effect (the Rules). Any arbitration shall be conducted in Palm Beach County, Florida. The arbitrator(s) shall have the power to award any remedies, including attorneys' fees and costs, available under this Agreement and applicable law. The arbitration shall be conducted in a manner consistent with the Rules and to the extent that the Rules conflict with the Code, the Code shall take precedence.

15.3 The parties agree to participate in mediation in good faith prior to the final hearing or trial of any arbitration or judicial action.

15.4. Except as otherwise provided in this Agreement, arbitration shall be the sole and exclusive forum for the resolution of any dispute between the parties. This agreement to arbitrate shall survive termination of this Agreement.

15.5. In accordance with Sections 542.335 and 688.003 of the Florida Statutes, the parties agree that either party may petition the court for injunctive relief where it is alleged that a party has violated the terms of this Agreement or any other agreement regarding trade secrets, confidential information, non-solicitation or restrictions upon competition.

ARTICLE 16 ATTORNEY'S FEES AND COSTS

16.1 In connection with any arbitration arising out of this Agreement, including post-judgment, appellate or bankruptcy proceedings, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees. In any arbitration the entitlement to an award of costs and attorney's fees, and the amount thereof to be awarded, shall be determined by the arbitrator(s).

ARTICLE 17 SUCCESSORS and ASSIGNS

17.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld) assign or transfer this Agreement, and any attempt to do so shall be void and of no force and effect, except that a Party hereto may, without the other Party's consent, assign this Agreement to a parent, subsidiary, or purchaser of substantially all the assets or stock, or to a third party with whom such Party is directly or indirectly merged or consolidated. In the case of any permitted assignment set forth above, the assigning Party will provide reasonable advance notice of the assignment to the other Party.

ARTICLE 18 SURVIVAL

18.1 The rights and obligations of the parties set forth in this Article 18, Article 6 (Expiration), Article 7 (Obligations of LICENSOR and LICESEE), Article 9 (Warranties), Article 10 (Confidentiality), Article 13 (Indemnification), and Article 19 (Miscellaneous), and any right, obligation or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

ARTICLE 19 MISCELLANEOUS

19.1 Amendment: This Agreement may be amended or altered only upon the written agreement of the parties hereto.

19.1 Parties bound: This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

19.2 Separability: If any provision of this Agreement, or the application of such provision, is held invalid, then the remainder of the Agreement, and the application of such provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

19.3 Headings and Captions: The titles or captions of articles, paragraphs or subparagraphs contained in this Agreement are provided for convenience of reference only, and shall not be

19.4 Gender and Number: All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, and to the singular or plural, as the context may require.

19.5 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

19.6 Complete Agreement; Construction: This Agreement constitutes the complete and exclusive statement of the agreement between the parties. It supersedes all prior oral and written statements and previously executed agreements between parties, and no representation, statement, condition or warranty not contained in this Agreement shall be binding on the parties or have any force or effect whatsoever. This is a negotiated agreement, and each party has had, or has knowingly waived, the opportunity to consult legal counsel prior to signing this Agreement. This Agreement shall not be construed in favor of, or against, either party due to its physical preparation by one of the parties.

19.7 Waiver: The failure of a party to enforce its rights in the event of a breach of this Agreement by the other party shall not be deemed a waiver of the ability to enforce any rights arising in the event of a subsequent default, whether of the same or a different nature.

19.8 Covenant to Sign Documents: Each party agrees to execute any additional documents which may be necessary to carry out the terms of this Agreement and to achieve its purposes.

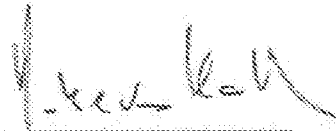
19.9 Schedules: Any schedules attached hereto shall be deemed to be a part of this Agreement for all purposes.

20.1 Authority to Bind: The persons executing this Agreement on behalf of the parties represent and warrant that they have the full and lawful authority to execute this Agreement and to legally

bind the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth at the beginning hereof.

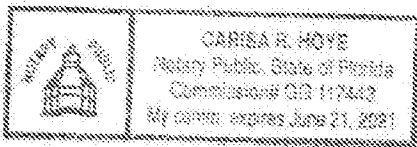
Clarentis Holding Inc.
a Florida Corporation

By: 
Duke van Kalken
Title: President

State of Florida)
): ss
County of Palm Beach)

Before me, a notary public, in and for the State and County aforesaid, on this 17th day of May, 2018, personally appeared Duke van Kalken, who is President of Clarentis Holding Inc., who being personally known to me, and who having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be bound thereby and intending that said instrument be recorded.

(Notary Seal)



Carisa R. Hoye
(Signature of Notary Public)

Carisa R. Hoye
(Print, Type or Stamp Commissioned
Name of Notary Public)

My Commission expires: June 21, 2021

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth at the beginning hereof.

BLUE SCIENCE SOLUTIONS, LLC

By: 
Slade K. Smith
Title: MGRM

State of Florida)
) ss.
County of Palm Beach)

Before me, a notary public, in and for the State and County aforesaid, on this 27th day of May, 2018, personally appeared Slade Smith, who is MANAGER MEMBER of Blue Science Solutions, LLC, who being personally known to me, and who having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be bound thereby and intending that said instrument be recorded.

(Notary Seal)

(Signature of Notary Public)

Patricia Diaz
(Print, Type or Stamp Commissioned
Name of Notary Public)

My Commission expires: 02/24/2019.

Glenda P. Diaz
Notary Public
State of Florida
My Commission Expires 02/24/2018
Commission No. FF 203309

SCHEDULE 1

PATENTS

Issued patents:

- 1) US 7,374,645, May 20, 2008, "Electrolysis Cell Assembly".
- 2) US 7,691,249, April 6, 2010, "Method and apparatus to make electrolyzed water".
- 3) US 8,002,955, August 23, 2011, "Cylindrical Electrolysis Cell".
- 4) US 9,347,140, May 24, 2016, "System and Method for preparation of antimicrobial solutions"
- 5) US 9,777,383, October 3, 2017, "Cell and System for preparation of antimicrobial Solutions"
- 6) Japanese Patent No. 5118889, October 26, 2012, "Electrolysis Cell Assembly".
- 7) Singapore Patent No. 178422, September 02, 2016, "System and Method for preparation of antimicrobial Solution".
- 8) Canadian Patent No.: 2,774,707, June 6, 2017, "Système et procédé de préparation de solutions antimicrobiennes", assigned to Plains ECA Solutions., CA

Patent applications:

PCT/US2011/020691, Van Kalken/Waldner, "System and Method for preparation of antimicrobial solutions" filed on January 10, 2011, with a priority date of January 8, 2010, Serial No. 61/293,467, published on July 14, 2011 as WO 2011/085316.

SCHEDULE 2
CONSIDERATION

The consideration of this agreement will consist of a payment to Clarentis Holding Inc. [REDACTED]
[REDACTED]