

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6574017

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SCHREIBER, LLC	02/01/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PARKSON CORPORATION
<b>Street Address:</b>	1401 WEST CYPRESS CREEK ROAD, SUITE 100, NONE
<b>Internal Address:</b>	ATTN: DIANNE KAPLAN
<b>City:</b>	FORT LAUDERDALE
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33309
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7544299
<b>Patent Number:</b>	10864465
<b>Application Number:</b>	17120537
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(954)252-4465
<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>	9549356212
<b>Email:</b>	dkaplan@parkson.com
<b>Correspondent Name:</b>	PARKSON CORPORATION
<b>Address Line 1:</b>	1401 WEST CYPRESS CREEK ROAD, SUITE 100
<b>Address Line 2:</b>	NONE
<b>Address Line 4:</b>	FORT LAUDERDALE, FLORIDA 33309
<b>NAME OF SUBMITTER:</b>	DIANNE KAPLAN
<b>SIGNATURE:</b>	/Dianne Kaplan/
<b>DATE SIGNED:</b>	02/26/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 11</b>	
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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this “**Agreement**”) is made and entered into as of February 1, 2021 by Parkson Corporation, a Delaware corporation (the “**Purchaser**”), P Thacher Worthen, Jr. (the “**Member**”), and Schreiber LLC, an Alabama limited liability company (the “**Company**”). The Purchaser and the Company may be referred to herein as the “**Parties**” and individually as a “**Party**.”

**WHEREAS**, the Purchaser and the Company are parties to an Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), pursuant to which the Purchaser agreed to acquire from the Company, and the Company agreed to sell and assign to the Purchaser, certain of the assets of the Company;

**WHEREAS**, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

**WHEREAS**, the Company is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to all of the Purchased Intellectual Property, including (without limitation) software and source code, unregistered and registered trademarks, copyrights, domain names, trade names, service marks, service names, patents and all registrations and pending applications therefor, including without limitation those set forth on Exhibit A hereto and all goodwill associated therewith, together with the right to sue and collect damages for any past, present or future infringement, misappropriation or other violation thereof (the “**Assigned Intellectual Property**”);

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Company wishes to assign to the Purchaser the Company’s entire right, title, interest, benefits, privileges and goodwill in and to the Assigned Intellectual Property; and

**WHEREAS**, the Purchaser is desirous of acquiring the Company’s entire right, title, interest, benefits, privileges and goodwill in and to the Assigned Intellectual Property.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment of Assigned Intellectual Property.

(a) Subject to the terms and conditions of the Asset Purchase Agreement, the Company hereby unconditionally and irrevocably sells, assigns, transfers, conveys and delivers (collectively, the “**Assignment**”) to Purchaser all of the Company’s right, title, and interest in and to the Assigned Intellectual Property that constitutes the Acquired Assets, in each case including without limitation, all benefits, privileges, and goodwill, legal or equitable, associated therewith or included thereto, and all other corresponding rights that are or may be hereafter secured under the Laws of any country, now or hereafter in effect, for the Purchaser’s own use and enjoyment, and for the use and enjoyment of the Purchaser’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, all

goodwill associated with any of the Assigned Intellectual Property and all Claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for, and collect the same for the Purchaser's own use and enjoyment and for the use and enjoyment of the Purchaser's successors, assigns or other legal representatives, and the Purchaser hereby accepts the Assignment.

(b) The Company hereby conveys to the Purchaser the right to enforce or exploit the Assigned Intellectual Property, the right to renew any registrations of the Assigned Intellectual Property and the right to make applications, in the Purchaser's own name or otherwise, for protection of any of the Assigned Intellectual Property within or outside of the United States, and, where expedient, to claim under any international convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications.

(c) The Company hereby covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Agreement, and that it will at any time upon request, without further or additional consideration, promptly execute such additional assignments and other writings, including without limitation, copyright applications, patent applications, trademark applications, declarations, oaths and powers of attorney, and promptly do such additional acts as the Purchaser may deem necessary or desirable to perfect the Purchaser's enjoyment of the assignments, grants and ownership of the Assigned Intellectual Property. The Company agrees that if the Purchaser is unable, after reasonable effort, to secure the signature of the Company on any such additional applications or other writings, any executive officer of the Purchaser shall be entitled to execute any such additional applications or other writings as the agent and the attorney-in-fact of the Company, and the Company hereby irrevocably designates and appoints each executive officer of the Purchaser as the Company's agent and attorney-in-fact to execute any such additional assignments or other writings on the Company's behalf and to take any and all actions as the Purchaser may deem necessary or desirable in order to protect the Purchaser's rights and interests in any of the Assigned Intellectual Property. The Company further agrees, at Purchaser's expense, to promptly render all necessary assistance to the Purchaser in connection with any enforcing of any rights or choses in action accruing related to any of the Assigned Intellectual Property, by giving testimony in any proceedings or transactions involving any of the Assigned Intellectual Property, and by executing preliminary statements and other affidavits.

3. Terms of the Asset Purchase Agreement. Nothing contained in this Agreement will be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the Parties under the Asset Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the Parties than those contemplated in the Asset Purchase Agreement or shall be deemed to release the Company or the Purchaser in any way from any of their respective obligations under the Asset Purchase Agreement other than those performed by this Agreement. In the event of any conflict between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement will control.

4. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the conflict of laws rules of such state.

(c) Assignability. Neither the rights nor the obligations of any Party to this Agreement may be transferred or assigned without the prior written consent of the other Party hereto, except that (i) the Purchaser may assign any of its rights under this Agreement to any Affiliate, or any purchaser of all or substantially all of the assets or capital stock of the Purchaser and (ii) the Purchaser and its Affiliates may assign their rights under this Agreement to any of their financing sources as collateral security.

(d) Binding Effect; Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and, if applicable, permitted assigns. Each Party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the Parties hereto.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. Counterparts of this Agreement may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(f) Amendments. This Agreement may be amended, modified or waived only by a written agreement signed by the Company, the Member, and the Purchaser. With regard to any power, remedy or right provided in this Agreement or otherwise available to any Party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving Party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any Party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

(g) Further Assurances. The Purchaser, the Member, and the Seller hereby agree to take any and all additional actions and to execute, acknowledge and deliver any and all documents that the other party hereto may reasonably request in order to effect the intent and purposes of the Assignment and the transactions contemplated hereby.

[Signatures on following page(s)]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

**PURCHASER:**

**PARKSON CORPORATION**

DocuSigned by:  
  
By: 711951260241461  
Name: Michael Hill  
Title: President

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

**COMPANY:**

**SCHREIBER LLC**

By: 

Name: P. Thacher Worthen, Jr.

Title: President and CEO

**MEMBER:**



P Thacher Worthen, Jr.

**Exhibit A**  
**Intellectual Property Assignment Agreement**

**I. Patents**

<b>Title</b>	<b>Country Name</b>	<b>Serial No.</b>	<b>Filed Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Status</b>	<b>Next Deadline</b>
<b>Improved Biological Nutrient Removal Process and Process Control System for Same</b>	<b>United States</b>	<b>12/146,371</b>	<b>06/25/2008</b>	<b>7,544,299</b>	<b>06/09/2009</b>	<b>Issued</b>	<b>3<sup>rd</sup> maint fee due by 06/09/2021</b>
<b>Improved Methods for Cleaning Filtration System Media</b>	<b>United States</b>	<b>16/077,631</b>	<b>08/13/2018</b>	<b>10,864,465</b>	<b>12/15/2020</b>	<b>Issued</b>	<b>1<sup>st</sup> maint fee due by 06/15/2024</b>
<b>Improved Methods for Cleaning Filtration System Media</b>	<b>Canada</b>	<b>3,014,589</b>	<b>03/20/2017</b>			<b>Pending</b>	<b>Annuity due 03/20/2021</b>
<b>Improved Methods for Cleaning Filtration System Media</b>	<b>European Patent Convention</b>	<b>17767710.1</b>	<b>03/20/2017</b>			<b>Published</b>	<b>Annuity due 03/20/2021</b>
							<b>Response to Office action due 03/30/2021</b>
<b>Improved Methods for Cleaning Filtration System Media</b>	<b>United States</b>	<b>17/120,537</b>	<b>12/14/2020</b>			<b>Pending</b>	<b>Not yet examined; filed with a placeholder claim; updated claims need to be submitted</b>






**Exhibit A**  
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<b>Biological Nutrient Removal Process and Process Control for Same</b>	<b>United States</b>	<b>12/146,362</b>	<b>6/25/2008</b>	<b>7,799,223</b>	<b>9/21/10</b>	<b>Expired</b>	
<b>Process for Filtering a Fluid with a Compressible Filtration Media</b>	<b>United States</b>	<b>12/117,249</b>	<b>5/8/2008</b>	<b>7,572,383</b>	<b>8/11/09</b>	<b>Expired</b>	
<b>Biological Nutrient Removal Process and Process Control System for Same</b>	<b>United States</b>	<b>11/361,403</b>	<b>2/24/2006</b>	<b>7,416,669</b>	<b>8//26/08</b>	<b>Expired</b>	
<b>High Rate Filtration System</b>	<b>United States</b>	<b>10/661,349</b>	<b>9/12/2003</b>	<b>7,374,676</b>	<b>5/20/2008</b>	<b>Expired</b>	

Exhibit A  
Intellectual Property Assignment Agreement

II. Registered Trademarks:

Country Name	Mark	App. No.	File Date	Reg. No.	Reg. Date	Status	Next Action
United States		76-268,420	6/8/2001	2,624,262	9/24/2002	Registered	Renewal due 09/24/2022
United States		73-748,528	8/26/1988	1,535,177	4/18/1989	Registered	Renewal due 04/18/2029
United States		74-635,816	2/17/1995	2,162,319	6/2/1998	Registered	Renewal due 06/02/2028
United States		87-011,241	04/22/2016	5,675,652	02/12/2019	Registered	Affidavit of Use due 02/12/2025
United States	COUNTER CURRENT	73-748,542	8/26/1988	1,565,756	11/14/1989	Registered	Renewal due 11/14/2029
United States		86-001,626	7/3/2013	4,658,362	12/23/2014	Registered	Renewal due 12/23/2024
United States	FUZZYFILTER	86-001,633	7/3/2013	4,658,363	12/23/2014	Registered	Renewal due 12/23/2024
United States		86-002,036	7/3/2013	4,661,815	12/30/2014	Registered	Renewal due 12/23/2024
United States		86-002,044	7/3/2013	4,658,365	12/23/2014	Registered	Affidavit of Use due by 06/23/2021
United States		87-943,599	5/31/2018	5,753,116	5/14/2019	Registered	Affidavit of Use due 05/14/2025
Canada	FUZZY*FILTER	0885650	7/28/1998	526651	4/17/2000	Registered	Renewal due 04/17/2030
Mexico	FUZZY*FILTER	233187	5/30/1995	549809	5/29/1997	Registered	Renewal due 05/30/2025
United	BIO-REEL	74-113,207	11/7/1990	1,681,103	3/31/1992	Registered	Renewal due

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**Intellectual Property Assignment Agreement**

<b>States</b>						<b>03/31/2022</b>
<b>United States</b>	<b>SCHREIBER IMPROVING WATER THROUGH TECHNOLOGY</b>	<b>75-798,517</b>	<b>9/14/1999</b>	<b>2,700,733</b>	<b>3/25/2003</b>	<b>Registered</b> <b>Renewal due 03/25/2023</b>
<b>United States</b>	<b>HYDRO GRID</b>	<b>75-164084</b>	<b>9/11/96</b>	<b>2,201,883</b>	<b>11/3/98</b>	<b>Expired</b>
<b>United States</b>	<b>CLEAN SQUEEZE</b>	<b>75-131396</b>	<b>7/9/96</b>	<b>2,198,841</b>	<b>10/20/98</b>	<b>Expired</b>

**III. Unregistered Trademarks**

- a. Schreiber Cleanscreens
- b. Schreiber Grit & Grease
- c. Systematic Solutions Approach

**IV. Internet Domain Names**

- a. Fuzzyfilter.com
- b. Schreiber-water.com

**V. Other Proprietary Information**

- a. Equipment sizing and design calculations, including but not limited to, Excel-based Technical Solutions Calculations ("TSC"), calculation documentation, training materials, and source materials.

**VI. Miscellaneous Products, Engineering, Design, Know-How**

- a. Physical Designs including but not limited to mechanical, electrical, and civil, as documented in all mediums including but not limited to engineering drawings, both standard and site-specific, product descriptions (narrative and

**Exhibit A**  
**Intellectual Property Assignment Agreement**

- specification formats), concept or proposed (work in process) sketches tabulated or chart-form sizing and selection matrixes calculations and containing dimensions and performance characteristics and capabilities.
- b. Operational or Process Sequences and Strategies as contained in PLC Programs and hardwired ladder logic and/or described in Descriptions of Operations and electrical Schematics, and the Design-Basis Manuals which accompany them. (Examples include but are not limited to the range of operational protocols developed in CSR Firmware.)
  - c. Manufacturing and Assembly techniques and procedures, both documented and collectively known without documentation, that are unique and integral to proper function of Schreiber's technologies.
  - d. All Design, Operational sequences, and manufacturing techniques sited above are associated with the following products -
    - i. Archimedes Screw Pumps
      1. Open Flight
      2. Closed Flight
    - ii. Bar Screen
    - iii. Fine Screen
    - iv. Grit and Grease Removal System
      1. Fluid
      2. Blade Skim
    - v. Grit Classifier
    - vi. Grease Thief
    - vii. CSR. All embodiments including but not limited to -
      1. GR
      2. GRO
      3. GRZ
      4. GRDZ
    - viii. Clarifiers. All embodiments including but not limited to -
      1. Bridge Types
      2. Beam Types
    - ix. Fuzzy Filter – Atmospheric. All embodiments including but not limited to -
      1. Square-Tank Based
      2. Round-Tank Based
      3. Standard and Title 22 Use
      4. Gen II

**Exhibit A**  
**Intellectual Property Assignment Agreement**

- x. Fuzzy Filter – Pressurized. All embodiments including but limited to –
  - 1. Skid-mounted
  - 2. Trailer-mounted
  - 3. Standard commercial
- xi. Washer Compactor
- e. Contemplated or envisioned designs for all the aforementioned as documented below -
  - i. Aeration
    - 1. Liquid Ice Inhibitor Application System
    - 2. Reactor Mixing Improvements (VFD, Pump, Drive Plate Improve)
  - ii. Grit and Grease
    - 1. Grit and Grease Design Improvements
    - 2. Grease Isolator/ Grease Thief
  - iii. Fuzzy Filter
    - 1. Pressure Filter - Commercial Product Line
    - 2. Fuzzy Filter Media Development
    - 3. FF Wash Optimization
    - 4. Horizontal Fuzzy Filter
    - 5. Moving Plate Down-Flow Fuzzy Filter
    - 6. Out-Of-Vessel / Off-Line Media Wash