

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6579974

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TERRA GROUP CORP.	03/01/2021
RECEIVING PARTY DATA		
Name:	HDT EXPEDITIONARY SYSTEMS, INC.	
Street Address:	9 E. LOOKERMAN ST.	
Internal Address:	SUITE 311	
City:	DOVER	
State/Country:	DELAWARE	
Postal Code:	19901	
PROPERTY NUMBERS Total: 10		
Property Type	Number	
Patent Number:	5972216	
Patent Number:	6395168	
Patent Number:	D621903	
Patent Number:	8282823	
Patent Number:	5788858	
Application Number:	29353742	
Application Number:	15099062	
Application Number:	13645609	
Application Number:	13445544	
Application Number:	11045555	
CORRESPONDENCE DATA		
Fax Number:	(513)698-5027	
<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:	5136985026	
Email:	kadams@ulmer.com	
Correspondent Name:	ALAN J. HARTMAN	
Address Line 1:	600 VINE ST.	
Address Line 2:	SUITE 2800	
Address Line 4:	CINCINNATI, OHIO 45202	

PATENT

ATTORNEY DOCKET NUMBER:	29443-00082
NAME OF SUBMITTER:	ALAN J. HARTMAN
SIGNATURE:	/Alan J. Hartman/
DATE SIGNED:	03/02/2021
Total Attachments: 5 source=Patent Assignment as Submitted to for Recordal (Pending Reel & Frame#page1.tif source=Patent Assignment as Submitted to for Recordal (Pending Reel & Frame#page2.tif source=Patent Assignment as Submitted to for Recordal (Pending Reel & Frame#page3.tif source=Patent Assignment as Submitted to for Recordal (Pending Reel & Frame#page4.tif source=Patent Assignment as Submitted to for Recordal (Pending Reel & Frame#page5.tif	

PATENT ASSIGNMENT

This Patent Assignment (“**Assignment**”), is effective as of March 1, 2021 (“**Effective Date**”), and is entered into among **TERRA GROUP CORP.**, a Pennsylvania corporation, (“**Seller**”), **Primo Acernese** (“**Owner**” and Owner together with Seller, “**Seller Parties**”) and **HDT EXPEDITIONARY SYSTEMS, INC.**, a Delaware corporation, (“**Buyer**”).

WHEREAS, Seller is the owner of the patents and patent applications described on Schedule 1 hereto (“**Patents**”) the Owner having previously assigned all right, title, and interest in the Patents to Seller; and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and among Seller Parties and Buyer, effective on March 1, 2021 (“**Agreement**”), Seller Parties have agreed to assign to Buyer all right, title, and interest in and to the Patents; and the Seller Parties have agreed to execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of the Agreement and give effect to the transactions contemplated by this Agreement. Capitalized terms used herein and not otherwise defined herein will have the respective meanings assigned to such terms in the Agreement.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Seller hereby sells, transfers, conveys, and assigns to Buyer, and its successors and assigns, free and clear of all Encumbrances, Seller’s entire right, title, and interest in and to the Patents, including all reissues, divisionals, reexaminations, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof, and all equivalent or similar rights anywhere in the world in inventions and discoveries first disclosed in the Patents therefor, together with all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights with respect to the Patents, including causes of action and other enforcement rights for (a) damages, (b) injunctive relief, and (c) any other remedies of any kind, for past, current, and future infringement of any the Patents, including royalties and other payments.

Seller hereby authorizes the respective patent office or governmental agency in each applicable jurisdiction to issue any and all patents, certificates of invention or other similar governmental grants or issuances that may be granted for any of the Patents in the name of Buyer, as the assignee.

Seller Parties hereby covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Seller Parties hereby agree to reasonably cooperate with Buyer, its successors and assigns, in proceedings or transactions involving the Patents, including the giving of statements and producing of evidence reasonably necessary or desirable to secure allowance of the Patents, and to perform any and all other acts reasonably necessary or desirable to vest in Buyer the entire right, title, and interest in and to the Patents such that the Patents will be held and enjoyed by Buyer, its

successors and assigns, as fully and entirely as if the Patents would have been held and enjoyed by Seller had the assignment to Buyer not been made.

This Agreement is made and will be governed by the laws of the State of Ohio, excluding its choice of law principles. The parties hereto hereby consent to the exclusive jurisdiction and venue of a competent court sitting in the State of Ohio, for the adjudication of all matters arising from the subject matter of this Agreement.

This Assignment will inure to the benefit of and be binding upon Buyer and Seller Parties and their respective successors and assigns. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

(Signature Page Follows)

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

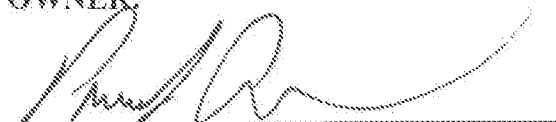
SELLER:
TERRA GROUP CORP.

By: 

Name: Primo Acernese

Title: President

OWNER:



Primo Acernese

BUYER:
HDT EXPEDITIONARY SYSTEM, INC.

By: _____

Name: _____

Title: _____

(Signature Page to Patent Assignment)

PATENT
REEL: 055464 FRAME: 0428

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

SELLER:
TERRA GROUP CORP.

By: _____
Name: Primo Acernese
Title: President

OWNER:

Primo Acernese

BUYER:
HDT EXPEDITIONARY SYSTEM, INC.

By: James M DiSanto
Name: Jim DiSanto
Title: CFO

Schedule 1

Patents

US Patent:

Number	Issue Date	Title
5,788,858 A	May 5, 1996	Mobile water purification unit with modular dechlorination input stage
5,972,216 A	October 24, 1997	Portable multi-functional modular water filtration unit
6,395,168 B1	November 19, 1999	Reticulated liquid treatment device
D621,903 S	January 28, 2010	Framed filter module assembly
8,282,823 B2	March 4, 2010	Lightweight modular water purification system with reconfigurable pump power options

US Patent Application:

Number	Filing Date	Title
2006/0171841 A1	January 28, 2005	Reticulated liquid treatment devices with electric power source
2012/0193292 A1	April 12, 2012	Reticulated liquid treatment devices with electric power source
2013/0032540 A1	October 5, 2012	Lightweight modular water purification system with reconfigurable pump power options
2016/0221843 A1	April 14, 2016	Lightweight modular water purification system with reconfigurable pump power options
29/353,742	January 13, 2020	Framed filter module assembly