

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6964274

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MPR SERVICES, INC.	08/13/2021
RECEIVING PARTY DATA	
Name:	CHEM GROUP MPR SERVICES, LLC
Street Address:	221 W 6TH ST, SUITE 2000
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6576144
Patent Number:	10010809
Patent Number:	10300402
CORRESPONDENCE DATA	
Fax Number:	(832)548-8085
<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:	8325488080
Email:	ewerner@bushmanlawfirm.com
Correspondent Name:	ERIN J. WERNER
Address Line 1:	PO BOX 70648
Address Line 4:	HOUSTON, TEXAS 77270
ATTORNEY DOCKET NUMBER:	MPR-1
NAME OF SUBMITTER:	ERIN J. WERNER
SIGNATURE:	/Erin J. Werner/
DATE SIGNED:	10/12/2021
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

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PATENT

REEL: 057765 FRAME: 0634

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), is made as of August 13, 2021 by MPR Services, Inc., a Delaware corporation (“**Assignor**”), in favor of Chem Group MPR Services, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, concurrently herewith, Assignor, Assignee and certain other parties are entering into that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to accept assignment of and assume, all the Seller Intellectual Property (as defined in the Purchase Agreement); and

WHEREAS, Assignor has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in the Purchase Agreement and hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. **Assignment.** Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee any and all of the Seller Intellectual Property and all of Assignor’s intellectual property rights and assets and any and all rights, interests and protections that are associated with, similar to or required for the exercise of, any of the foregoing, however arising, pursuant to the Applicable Laws of any jurisdiction, whether registered or unregistered, including any of the following: (i) patents, patent applications, continuations, continuations-in-part, divisions, reissues, patent disclosures, inventions (whether or not patentable or reduced to practice), methods, processes, designs and improvements thereto, (ii) trademarks, service marks, trade dress, corporate names, logos, slogans, trade styles, trade names, fictitious names or other source-identifying designations or devices (and all translations adaptations, derivations and combinations of the foregoing), together with all goodwill associated with each of the foregoing, (iii) internet domain names and registrations thereof, (iv) copyrights, design rights and copyrightable works, whether registered or unregistered, together with all goodwill associated with each of the foregoing, (v) registrations and applications for any of the foregoing, (vi) trade secrets, confidential information, know-how, inventions, proprietary processes and methods, customer lists, mailing lists, business plans and other proprietary information, (vii) Computer Software and systems (including source code, executable code, data, databases, and documentation), and (viii) all copies and tangible embodiments thereof (in whatever form or medium).

To the extent not assignable, Assignor hereby waives any moral rights associated therewith. For the avoidance of doubt, the Seller Intellectual Property includes but is not limited to the intellectual property set forth in **Schedule 1** to this Assignment.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Seller Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. This Assignment is intended solely to effect the sale, assignment, grant, conveyance, transfer and assumption of the Seller Intellectual Property by the Assignor to the Assignee, all pursuant to and in accordance with the terms and conditions of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between any of the terms and conditions of the Purchase Agreement and any of the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall control. Any claim or dispute arising out of this Agreement shall be resolved pursuant to the terms of the Purchase Agreement.

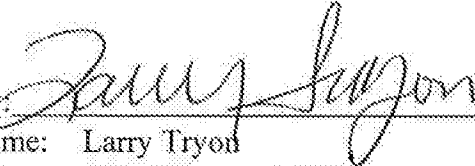
5. Successors and Assigns; Counterparts. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment
as of the date first above written.


ASSIGNOR:

MPR SERVICES, INC.

By: 

Name: Larry Tryon

Title: Chief Financial Officer

By: 

Name: Alexandros Dimitriadis

Title: President

ASSIGNEE:

CHEM GROUP MPR SERVICES, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

MPR SERVICES, INC.

By: _____

Name: Larry Tryon

Title: Chief Financial Officer

By: _____

Name: Alexandros Dimitriadis

Title: President

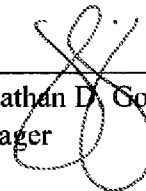
ASSIGNEE:

CHEM GROUP MPR SERVICES, LLC

By: _____

Name: Jonathan D. Gormin

Title: Manager



NOTARIAL CERTIFICATE

STATE OF ARIZONA

COUNTY OF MARICOPA

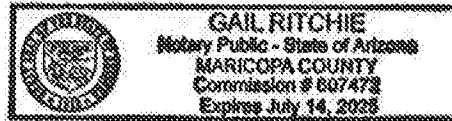
)
) ss.
)

The foregoing instrument was acknowledged before me this 11th day of August, 2021 by Alexandros Dimitriadis and Larry Tryon, each as officers of MPR Services, Inc., a Delaware corporation, acting on behalf of the corporation.

Gail Ritchie
Notary Public

My Commission Expires:

July 14, 2025



SCHEDULE 1



ASSIGNED INTELLECTUAL PROPERTY

Patents:

<u>COUNTRY</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>EXPIRATION DATE</u> (if all annuities timely paid)
US	6,576,144	06/10/2003	Method And Apparatus For Pretreatment Of Wastewater Streams By Chemical Oxidation	07/12/2021
US	10,010,809	07/03/2018	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	08/17/2034
US	10,300,402	05/28/2019	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants (continuation of 10,010,809)	02/19/2034
Europe (nationalized in countries listed below w/ same patent no.)	2958648	05/29/2019	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	N/A
Belgium	2958648	05/29/2019	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	02/19/2034
France	2958648	05/29/2019	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	02/19/2034
Germany	2958648	05/29/2019	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	02/19/2034
Netherlands	2958648	05/29/2019	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	02/19/2034
Norway	2958648	05/29/2019	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	02/19/2034
UK	2958648	05/29/2019	Thin-Film Treatment of High-Value Glycol and Amine Solvents to	02/19/2034

<u>COUNTRY</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>EXPIRATION DATE</u> (if all annuities timely paid)
			Remove Contaminants	
Kazakhstan	31977	03/17/2017	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	02/19/2034
Mexico	380679	08/17/2034	Thin-Film Treatment of High-Value Glycol and Amine Solvents to Remove Contaminants	02/19/2034

Registered Trademarks:

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Expiration Date if Action Not Taken</u>
MPR SERVICES, INC.	Canada	TMA904,184	Renewal due 05-21-2030
 MPR SERVICES	Canada	TMA1,088,820	Renewal due 12-01-2030
HSSX	United States	2,060,708	Renewal due 05-13-2027
MPR SERVICES, INC.	United States	4,430,894	Renewal due 11-12-2023
 MPR SERVICES	United States	5,808,158	Section 8 Declaration due 07-16-2025
VERSALT	United States	2,100,803	Renewal due 09-30-2027

Unregistered Trademarks:

CCAR
D-FOAM
Glycolex
HCX
MPRox
OXEX
SigmaPure
SSX
SWAT

Domain Names:

www.mprservices.com