

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7059694

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	F-FIVE INVESTMENTS, LLC	07/07/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CLEAN WATER TECH, LLC	
<b>Street Address:</b>	1250 SOUTH CAPITAL OF TEXAS HWY	
<b>Internal Address:</b>	SUITE 1-270	
<b>City:</b>	AUSTIN	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	78746	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16919838
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(512)457-8008	
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<b>Address Line 4:</b>	AUSTIN, TEXAS 78701	
<b>ATTORNEY DOCKET NUMBER:</b>	8994-700USPT	
<b>NAME OF SUBMITTER:</b>	STEPHANIE R. STERLING	
<b>SIGNATURE:</b>	/STEPHANIE R. STERLING/	
<b>DATE SIGNED:</b>	12/07/2021	
<b>Total Attachments: 5</b>		
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of July 7, 2021, is made by and between F-Five Investments, LLC, an Oklahoma limited liability company (the “**Seller**”), in favor of Clean Water Tech, LLC, a Texas limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and between Buyer and Seller (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned Patents**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Counterparts.** This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. **Successors and Assigns.** This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

*[SIGNATURE PAGE FOLLOWS]*

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

**SELLER:**

F-FIVE INVESTMENTS, LLC

By: 

Name: Drew Faulkner

Title: Authorized Signatory

Address and contact information for notice purposes:

925 NW 164<sup>th</sup> St.  
Suite A, Edmond, OK 73012  
Attention: Drew Faulkner  
Email: drew@olympia-oil.com

**BUYER:**

CLEAN WATER TECH, LLC

By: \_\_\_\_\_

Name: Michael R. Dyson

Title: Authorized Signatory

Address and contact information for notice purposes:

1250 South Capital of Texas Hwy  
Suite 1-270, Austin, TX 78746  
Attn: Michael R. Dyson  
Email: mike@water.energy

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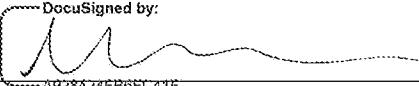
Suite A, Edmond, OK 73012

Attention: Drew Faulkner

Email: drew@olympia-oil.com

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CLEAN WATER TECH, LLC

By:  \_\_\_\_\_

Name: Michael R. Dyson

Title: Authorized Signatory

Address and contact information for notice purposes:

1250 South Capital of Texas Hwy

Suite 1-270, Austin, TX 78746

Attn: Michael R. Dyson

Email: mike@water.energy

**SCHEDULE 1****ASSIGNED PATENTS AND PATENT APPLICATIONS****Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
n/a	n/a	n/a	n/a

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>
Fluid Remanufacturing	United States	<ul style="list-style-type: none"> <li>US Patent Application No. 16/919,838</li> <li>US Patent Publication No. US 2021/0002157</li> <li>Related U.S. Application Data: Provisional Application No. 62/870,535, filed on July 3, 2019</li> </ul>	July 2, 2020