

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7132627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAR COR PURIFICATION, INC.	01/03/2022
RECEIVING PARTY DATA	
Name:	EVOQUA WATER TECHNOLOGIES LLC
Street Address:	210 SIXTH AVENUE, SUITE 3300
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15222
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17294886
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:	catherine.baer@evoqua.com
Correspondent Name:	CATHERINE BAER
Address Line 1:	558 CLARK ROAD
Address Line 4:	TEWKSBURY, MASSACHUSETTS 01876
ATTORNEY DOCKET NUMBER:	2022P00008US01
NAME OF SUBMITTER:	CATHERINE BAER
SIGNATURE:	/catherine baer/
DATE SIGNED:	01/21/2022
Total Attachments: 8	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of January 3, 2022, by and among Cantel Medical LLC, a Delaware limited liability company (“**Cantel**”), the Affiliates of Cantel set forth on the signature page hereto (the “**Cantel Affiliates**” and together with Cantel, “**Assignors**”), Evoqua Water Technologies LLC, a Delaware limited liability company (“**EWT**”), and Evoqua Water Technologies Ltd., an Ontario, Canada limited company (“**EWT CAN**” and together with EWT, “**Assignee**”). All capitalized terms used herein without definition shall have the respective meanings given to them in the Asset Purchase Agreement (as defined below). Each of Assignors and Assignee are referred to in this Agreement as a “party” and together as the “parties”.

WHEREAS, Assignors, Assignee and Evoqua are parties to that certain Asset Purchase Agreement dated as of December 20, 2021 (the “**Asset Purchase Agreement**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase from Assignor, free and clear of all Encumbrances, all of the right, title and interest of Assignors in, to and under the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the foregoing and the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignors hereby irrevocably assign, transfer, convey and deliver to Assignee, its legal representatives, successors, and assigns, Assignors’ entire right, title and interest in and to the Intellectual Property Assets. The rights granted by Assignors to Assignee shall include, without limitation, all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, the Intellectual Property Assets, including the right to any damages accrued for misappropriation or infringement of the Intellectual Property Assets, prior to the date of this Agreement, the right to any extension, supplemental protection certificate or equivalent extension right (including the right to rely upon any activities of Assignors before any regulatory authority for purposes of obtaining any extension, supplemental protection certificate or equivalent extension right), and all goodwill associated with the Intellectual Property Assets. The assignment of rights under the Intellectual Property Assets set forth in this Section 1 shall be held and enjoyed by Assignee, its successors and assigns for its and their own use and benefit to the full end of the term for the Intellectual Property Assets, (as may be granted or extended) from and after the date of such assignment as fully and entirely as the same would have been held and enjoyed by Assignors had such assignment not been made.

2. Acceptance of Assignment. Assignee hereby receives and accepts the assignment, transfer, conveyance and delivery of the right, title and interest in and to the Intellectual Property Assets hereby assigned, transferred, conveyed and delivered to Assignee from Assignors.

3. Further Assurances. Assignors shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Assignors will, at any time upon reasonable request, without further or additional consideration, but at the

expense of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as Assignee may deem necessary or desirable to transfer to Assignee the Intellectual Property Assets, to vest and confirm in Assignee the legal title to the Intellectual Property Assets, and to perfect Assignee's enjoyment of this grant. At Assignee's request, and at Assignee's cost, Assignors will render reasonable assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the United States or any foreign country, for the Intellectual Property Assets and in enforcing any rights or choses in action accruing in connection with such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Assignors and Assignee. The undersigned requests that any patents that may be issued on the Intellectual Property Assets be issued to Assignee, its legal representatives, successors or assigns, as an owner of the entire right, title and interest in and to such patent and the Intellectual Property Assets covered thereby.

4. Recordation. Assignors hereby consent to, request and authorize the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all registrations, letters, patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Intellectual Property Assets and the inventions disclosed in the Intellectual Property Assets in the name of Assignee, as Assignee to the entire interest therein. Assignee shall have the right to file patent applications included in the Intellectual Property Assets in any country.

5. Execution in Counterparts. This Agreement 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 Agreement 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 Agreement.

6. Asset Purchase Agreement. This Agreement is being executed and delivered as a condition to the Asset Purchase Agreement and is expressly hereby made subject to and shall have the benefits of the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Asset Purchase Agreement which are incorporated herein by reference. Assignors make no representations or warranties with respect to the Intellectual Property Assets except as specifically set forth in the Asset Purchase Agreement. This Agreement is not intended to limit in any manner the terms of the Asset Purchase Agreement nor is it intended to create any right or obligation broader (or more limited) than those specifically set forth in the Asset Purchase Agreement. In the event of any inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

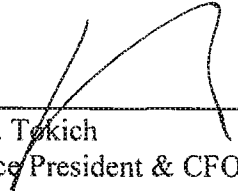
8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of Law provision or rule.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement on the date first above written.

ASSIGNORS:

CANTEL MEDICAL LLC

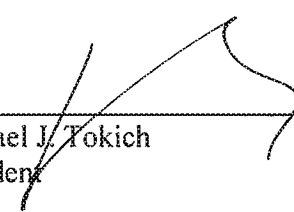
By: 
Name: Michael J. Tokich
Title: Senior Vice President & CFO

[Assignors' Signature Page -- IP Assignment Agreement]

PATENT
REEL: 058718 FRAME: 0783

CANTEL (CANADA) INC.

By: _____
Name: Michael J. Tokich
Title: President

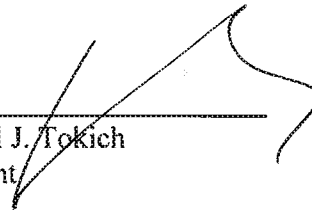


[Assignors' Signature Page - IP Assignment Agreement]

PATENT
REEL: 058718 FRAME: 0784

MEDIVATORS INC.

By: _____
Name: Michael J. Tokich
Title: President

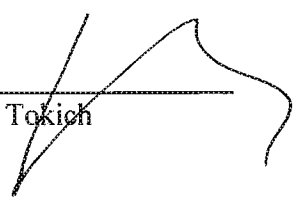


[Assignors' Signature Page - IP Assignment Agreement]

PATENT
REEL: 058718 FRAME: 0785

MAR COR PURIFICATION, INC.


By: _____
Name: Michael J. Tokich
Title: President



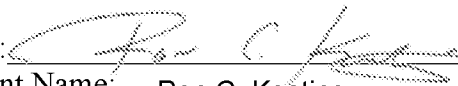
[Assignors' Signature Page - IP Assignment Agreement]

ASSIGNEE:

EVOQUA WATER TECHNOLOGIES LLC

By: 
Print Name: Ron C. Keating
Title: Chief Executive Officer

EVOQUA WATER TECHNOLOGIES LTD.

By: 
Print Name: Ron C. Keating
Title: Chief Executive Officer