

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7337173

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KINDER MORGAN OPERATING LLC "C"	07/22/2021
RECEIVING PARTY DATA	
Name:	HYPERION WATER TECHNOLOGIES LLC
Street Address:	12377 MERIT DRIVE, STE. 1200
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75251
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8518257
Patent Number:	8557117
Patent Number:	8821728
Patent Number:	8992776
CORRESPONDENCE DATA	
Fax Number:	(713)977-7011
<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:	713-977-7000
Email:	RWSTROZ@COMCAST.NET
Correspondent Name:	ROBERT W. STROZIER
Address Line 1:	P.O. BOX 429
Address Line 4:	BELLAIRE, TEXAS 77402-0429
ATTORNEY DOCKET NUMBER:	09002
NAME OF SUBMITTER:	ROBERT W. STROZIER
SIGNATURE:	/Robert W. Strozier/
DATE SIGNED:	05/18/2022
Total Attachments: 3	
source=KM_HWT_Patent_Assignment#page1.tif	
source=KM_HWT_Patent_Assignment#page2.tif	
source=KM_HWT_Patent_Assignment#page3.tif	

PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this “**Assignment**”) is made and entered into as of July 22, 2021 (the “**Effective Date**”) by and between Kinder Morgan Operating LLC “C”, a Delaware limited liability company with a place of business at 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, United States of America (“**Assignor**”), and Hyperion Water Technologies LLC, a Delaware limited liability company with a place of business at 12377 Merit Drive, Ste. 1200, Dallas, Texas 75251, United States of America (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Technology Transfer Agreement pursuant to which the parties have agreed that Assignor shall sell, assign, transfer, convey, and deliver to Assignee all of Assignor’s right, title, and interest in and to the Assigned Patents (defined below) subject to the terms and conditions of such Technology Transfer Agreement between the parties incorporated herein by reference;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance**. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor’s right, title and interest in, to and under the issued patents and pending patent applications listed on **Schedule A**, together with all patents issuing therefrom (collectively, the “**Assigned Patents**”) and all rights to collect royalties and proceeds in connection with any of the foregoing and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney’s fees and expenses) or lost profits in connection therewith. Upon execution of this Assignment, Assignee assumes the sole responsibility for all maintenance and annuities associated with the patents and pending patent application listed on **Schedule A**.
2. **Acknowledgement of License Granted Back to Assignor**. The parties acknowledge that Assignee has granted to the Assignor a non-exclusive license under the Assigned Patents pursuant to, and on the terms set forth in, the Technology Transfer Agreement between the parties.
3. **Recordation**. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Patents.
4. **Counterparts**. This Assignment may be executed in two or more consecutive counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.
5. **Section Headings**. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.
6. **Governing Law**. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed effective as of the Effective Date.

KINDER MORGAN OPERATING LLC "C"

HYPERION WATER TECHNOLOGIES LLC

By: DocuSigned by:
Arthur Rudolph
35AF08DE0B1A45A...

Print Name: Arthur Rudolph

Title: VP

By: DocuSigned by:
Patrick Ryan
B01D4F0D4EE04B5...

Print Name: Patrick Ryan

Title: CEO

SCHEDULE A
Patent List

Ref.No.	Jurisdiction	Serial Number	Patent Number
09002/01UTL	United States of America	12854853	8518257
09002/02UTL	United States of America	12854855	8557117
09002/02D1	United States of America	14032600	8821728
09002/02D2	United States of America	14032639	8992776
09002/01CA	Canada	2770703	2770703
09002/02CA	Canada	2770709	2770709
09002/01MX	Mexico	2012001730	330716
09002/02MX	Mexico	2012001813	330513