

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7618654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WATER STANDARD MANAGEMENT (US), INC.	10/27/2022
RECEIVING PARTY DATA	
Name:	CLEAN H2O TECHNOLOGIES, LLC
Street Address:	9811 KATY FREEWAY, SUITE 700
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77024
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10343118
Patent Number:	10329171
PCT Number:	US2011052461
PCT Number:	US2012068081
PCT Number:	US2014016465
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
<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:	949-451-3800
Email:	skann@gibsondunn.com
Correspondent Name:	STEPHANIE KANN
Address Line 1:	3161 MICHELSON DRIVE
Address Line 2:	GIBSON, DUNN & CRUTCHER LLP
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	91627-00010
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	/stephanie kann/
DATE SIGNED:	10/31/2022
Total Attachments: 6	

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made and entered into as of October 27, 2022 (the “*Effective Date*”) by and between WATER STANDARD MANAGEMENT (US), INC., a Delaware corporation with an address at 1302 Waugh Drive #381, Houston, Texas 77024 (“*Assignor*”) and CLEAN H2O TECHNOLOGIES, LLC, Delaware limited liability company with an address at 9811 Katy Freeway, Suite 700, Houston, Texas 77024 (“*Assignee*”). Assignor and Assignee are individually referred to herein as a “*Party*,” and collectively as the “*Parties*.”

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, dated October 27, 2022 (the “*Purchase Agreement*”); and

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the patents, patent applications, trademark registrations (including all common law rights in and to the trademarks under such registrations) and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) set forth on Attachment A attached hereto (the “*Assigned IP*”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned IP; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office and any other Governmental Authority (as defined in the Purchase Agreement) to record

and register this Assignment upon request by Assignee. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

3. Entire Agreement. This Assignment, and the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law and Venue; Waiver of Jury Trial. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision, theory, principles or rule (whether of the State of Texas or any other jurisdiction). ANY ACTION ARISING OUT OF OR BASED UPON THIS ASSIGNMENT MAY BE INSTITUTED IN THE STATE OR FEDERAL COURTS IN AND FOR HARRIS COUNTY, TEXAS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION BROUGHT IN ANY SUCH COURT AND EACH PARTY WAIVES ALL DEFENSES OR OBJECTION TO VENUE OF THE FEDERAL OR STATE COURTS OF HARRIS COUNTY, TEXAS OF ANY ACTION IN SUCH COURTS AND IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY ACTION, (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.

6. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission or e-mail) 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 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 Assignment.

7. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: WATER STANDARD MANAGEMENT (US), INC.

By: Richard E. Lyon

Name: Richard E. Lyon

Title: Non-Executive Chairman

ASSIGNEE: CLEAN H2O TECHNOLOGIES, LLC

By: _____

Name: Amanda Brock

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

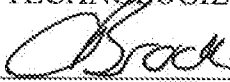
ASSIGNOR: WATER STANDARD MANAGEMENT (US), INC.

By: _____

Name: Richard E. Lyon

Title: Non-Executive Chairman

ASSIGNEE: CLEAN H2O TECHNOLOGIES, LLC

By:  _____

Name: Amanda Brock

Title: President and Chief Executive Officer

Attachment A

Patents and Patent Applications

Application Number	Patent Number	Title
13/335,340	10,343,118	Method and Control Devices for Production of Consistent Water Quality from Membrane-Based Water Treatment for Use in Improved Hydrocarbon Recovery Operations
PCT/US2011/052461		Method and Apparatus for Dynamic, Variable-Pressure, Customizable, Membrane-Based Water Treatment for Use in Improved Hydrocarbon Recovery Operations
PCT/US2012/068081		Method and Control Devices for Production of Consistent Water Quality from Membrane-Based Water Treatment for Use in Improved Hydrocarbon Recovery Operations
13/767,259	10,329,171	Method and Control Devices for Production of Consistent Water Quality from Membrane-Based Water Treatment for Use in Improved Hydrocarbon Recovery Operations
PCT/US2014/016465		Method and Control Devices for Production of Consistent Water Quality from Membrane-Based Water Treatment for Use in Improved Hydrocarbon Recovery Operations

Trademark Registrations and Applications

Serial Number	Registration Number	Mark
77/354,439	4,096,448	WATER STANDARD (Standard Character Set) IC 032 US 045 046 048 IC 037 US 100 103 106 IC 040 US 100 103 106
77/892,983	4,407,277	WATER STANDARD (Standard Character Set) IC 001 US 001 005 006 010 026 046
85/403,564	4,580,472	H2O SPECTRUM (Standard Character Set) IC 032 US 045 046 048 IC 037 US 100 103 106 IC 040 US 100 103 106