

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7725337

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HYDRUS TECHNOLOGY PTY. LTD.	11/14/2022
RECEIVING PARTY DATA		
Name:	ENVIROGOLD GLOBAL PTY LTD	
Street Address:	SUITE 3, 56-58 SANTA CRUZ BLVD	
City:	CLEAR ISLAND WATERS, QUEENSLAND	
State/Country:	AUSTRALIA	
Postal Code:	4226	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	10850994	
Patent Number:	10995414	
Patent Number:	11046596	
Patent Number:	11046595	
Application Number:	17294302	
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>		
Phone:	6469710685	
Email:	uspto@bochnerip.com	
Correspondent Name:	ANDREW D. BOCHNER	
Address Line 1:	295 MADISON AVENUE	
Address Line 2:	12TH FLOOR	
Address Line 4:	NEW YORK, NEW YORK 10017	
NAME OF SUBMITTER:	ANDREW D. BOCHNER	
SIGNATURE:	/Andrew D Bochner/	
DATE SIGNED:	01/05/2023	
Total Attachments: 12		
source=221114_Deed of IP Assignment - Executed all parties#page1.tif		
source=221114_Deed of IP Assignment - Executed all parties#page2.tif		

source=221114_Deed of IP Assignment - Executed all parties#page3.tif
source=221114_Deed of IP Assignment - Executed all parties#page4.tif
source=221114_Deed of IP Assignment - Executed all parties#page5.tif
source=221114_Deed of IP Assignment - Executed all parties#page6.tif
source=221114_Deed of IP Assignment - Executed all parties#page7.tif
source=221114_Deed of IP Assignment - Executed all parties#page8.tif
source=221114_Deed of IP Assignment - Executed all parties#page9.tif
source=221114_Deed of IP Assignment - Executed all parties#page10.tif
source=221114_Deed of IP Assignment - Executed all parties#page11.tif
source=221114_Deed of IP Assignment - Executed all parties#page12.tif

Deed of IP Assignment

Hydrus Technology Pty. Ltd. (In Liquidation)

ACN 164 580 965

And

EnviroGold Global Pty Ltd

ACN 638 459 604

Date: 14 November 2022

Parties

Assignor	Name	Hydrus Technology Pty. Ltd. (In Liquidation)
	ACN	164 580 965
	Address	Unit 1, 18 Blanch Street Boat Harbour, NSW, 2316, Australia
	Attention	Barry Kogan
	Email	bkogan@mcgrathnicol.com
Assignee	Name	EnviroGold Global Pty Ltd
	ACN	638 459 604
	Address	Suite 3, 56-58 Santa Cruz Blvd, Clear Island Waters, QLD 4226
	Attention	Juan Carlos Giron Jr
	Email	juan.giron@envirogoldglobal.com

Recitals

- A. The Assignor is the owner of, all Assignor IP.
- B. Pursuant to the Asset Sale Agreement, the Assignor has agreed to assign and transfer to the Assignee all of the Assignor's right, title and interest in and to the Assignor IP on the terms and conditions of the Asset Sale Agreement. This deed gives effect to such assignment.

Operative provisions

1. Definitions

1.1 Definitions

In this deed, unless the context indicates a contrary intention:

Asset Sale Agreement means the Agreement for the Sale and Purchase of Assets between the Assignor and the Assignee dated 4 November 2022.

Assignment Date means the date of last execution of this deed by a party.

Assignor IP means the intellectual property owned in the name of the Assignor purchased by the Assignee under the Asset Sale Agreement, comprising:



- (a) the Patents;
- (b) the Trade Marks;
- (c) the Design Rights; and
- (d) any other Intellectual Property Rights owned by the Assignor as at the date of the Asset Sale Agreement.

Business Day means any day on which registered banks are generally open for ordinary banking business in Sydney, NSW other than a Saturday, Sunday, or a statutory public holiday or other day in the period commencing 24 December and ending on 5 January in the succeeding year;

Design Rights means any and all rights, title and/or interests in the registered designs and design applications owned by the Assignor as listed in Annexure A.

Intellectual Property Rights means:

- (a) all intellectual and industrial property rights and interests of whatever nature throughout the world conferred under statute, common law or equity, including (without limitation) patents and patentable inventions, designs, product varieties, trademarks, trade secrets, know-how, copyright and copyright works (including all moral rights), manufacturing technologies, methods and materials, all rights in relation to inventions, business names, domain names, circuit layouts, source and object code, confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and
- (b) all rights to registration of any of the intellectual property rights listed in subparagraph (a) above, whether now existing or created after the date of this deed;

Patents means any and all rights, title and/or interests in the patents and patent applications owned by the Assignor as listed in Annexure B.

Trade Marks means any and all rights, title and/or interests in the trademarks owned by the Assignor as listed in Annexure C.

1.2 Interpretation

Unless expressed or implied to the contrary in this deed:

- (a) **(documents)** a reference to this deed or another document includes any document which varies, supplements, replaces, assigns or novates this deed or that other document.
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this deed.
- (c) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns.
- (d) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.

- (e) **(joint and several)** if a party consists of more than one person, this Deed binds each of them severally and any two or more of them jointly.
 - (f) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.
 - (g) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning.
 - (h) **(singular)** the singular includes the plural and vice-versa.
 - (i) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation.
 - (j) **(rules of construction)** neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
 - (k) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
 - (l) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere.
 - (m) **(writing)** a reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, request, consent, approval or agreement.
 - (n) **(replacement bodies)** a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.
-

2. Assignment

2.1 Assignment by the Assignor

With effect on and from the Assignment Date, the Assignor hereby assigns, transfers and sets over to the Assignee absolutely and beneficially, the whole of the Assignors' right, title and interest in and to all Assignor IP, including:

- (a) all goodwill attaching to or associated with any trade mark forming part of the Assignor IP; and
- (b) its rights and entitlements to take action and recover any damages or other legal remedies available to it for any infringement of the Assignor IP, whether or not such infringement took place prior to the Assignment Date,

and otherwise in accordance with the terms and conditions of the Asset Sale Agreement, including for the avoidance of doubt, the limitations on warranties and liabilities as set out in clauses 6 and 7 of the Asset Sale Agreement.

2.2 Recordal

- (a) The Assignee will, at its sole cost and expense, promptly do all things necessary to record the change of ownership of all Assignor IP from the Assignor to the Assignee pursuant to this deed with the relevant intellectual property authorities around the world.
 - (b) The Assignor agrees, for a period of three (3) months after the Assignment Date, upon the reasonable request of the Assignee and at the cost and expense of the Assignee, to execute confirmations of assignment in favour of the Assignee to assist with recordal of the transfer of ownership.
-

3. Notices

3.1 Notices

Any notice given under or in connection with this document (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient by hand, by prepaid post or by email at the address or email address last notified by the intended recipient to the sender; and
- (c) is taken to be given and made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country);
 - (iii) in the case of an email, four hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an email in response specifying that the email did not reach the intended recipient (other than an out of office message).

3.2 No limitation

This clause does not limit the way in which a notice can be deemed to be served under any law.

4. General

4.1 Further assurances

A party, at its own expense (other than as set out in clause 2.2) and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this deed.

4.2 Assignment

No party may assign, transfer or otherwise deal with this document or any right or obligation under this deed without the prior written consent of the other party.

4.3 Severability

Any provision of this deed which is invalid in any jurisdiction must in relation to that jurisdiction be:

- (a) read down to the minimum extent necessary to achieve its validity (if applicable); and
- (b) severed from this deed in any other case,

without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

4.4 Variation

This deed cannot be amended or varied except in writing signed by the parties.

4.5 Waiver

A right or remedy created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

4.6 Costs and expenses

Each party must pay its own costs and expenses incurred in negotiating and executing this document.

4.7 Governing law and jurisdiction

- (a) This deed is governed by and must be construed in accordance with the laws of New South Wales, Australia.
- (b) The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia in respect of all matters arising out of or relating to this deed, its performance or subject matter.

4.8 Counterparts

This deed may consist of a number of signed counterparts. All counterparts together constitute one document.


Executed as a deed

Assignor

Executed by Hydrus Technology Pty.
Ltd. (In Liquidation) ACN 164 580 965
pursuant to Section 127 of the
Corporations Act 2001 (Cth):



Signature of authorised signatory



Signature of Witness

Barry Frederic Kogan in his capacity as
Liquidator of the Hydrus Technology Pty
Ltd (In Liquidation)

LOUISE MANN

Name of Witness

Assignee

Executed by EnviroGold Global Pty Ltd
ACN 638 459 604 pursuant to Section
127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Name of Director (print)

Name of Director/Secretary (print)



Executed as a deed

Assignor

Executed by Hydrus Technology Pty.
Ltd. (In Liquidation) ACN 164 580 965
pursuant to Section 127 of the
Corporations Act 2001 (Cth);

Signature of authorised signatory

Signature of Witness

Barry Frederic Kogan in his capacity as
Liquidator of the Hydrus Technology Pty
Ltd (In Liquidation)

Name of Witness

Assignee

Executed by EnviroGold Global Pty Ltd
ACN 638 459 604 pursuant to Section
127 of the *Corporations Act 2001* (Cth);

Signature of Director

Signature of Director/Secretary

David Cam

Name of Director (print)

Brooke Hill

Name of Director/Secretary (print)

Hamilton
Locke

Deed of IP Assignment

6

ENV/1.004.013.DOCX
LC0048332-47564755

Annexure A – Designs Rights

Jurisdiction	No.	Title	Status	Type
Australia	366514	Electrode Power Connector	Registered	Design
Australia	366513	Electrode Holder	Registered	Design
Australia	366515	Vessel For Electrochemical Treatment	Registered	Design
United States of America	D840363	Electrode Power Connector	Registered	Design Patent
United States of America	D822631	Electrode Holder	Registered	Design Patent
United States of America	D952694	Vessel For Electrochemical Treatment	Registered	Design Patent
United States of America	D857754	Vessel For Electrochemical Treatment	Registered	Design Patent

Annexure B – Patents

Jurisdiction	No.	Title	Status
Australia	2015263768	Electrochemical Liquid Treatment Apparatus	Registered
Canada	2949861	Electrochemical Liquid Treatment Apparatus	Pending
Chile	62693	Electrochemical Liquid Treatment Apparatus	Registered
Germany	602015073135.2	Electrochemical Liquid Treatment Apparatus	Registered
United Kingdom	3145876	Electrochemical Liquid Treatment Apparatus	Registered
United States of America	10850994	Electrochemical Liquid Treatment Apparatus	Registered
South Africa	2016/08850	Electrochemical Liquid Treatment Apparatus	Lapsed
China	201580040358.X	Electrochemical Liquid Treatment Apparatus	Lapsed
United States of America	10995414	Electrochemical Process for Improving the Grade of Iron	Registered
Australia	2019201161	Improved Process	Registered
United States of America	11046596	Electrochemical Liquid Treatment Apparatus	Registered
Australia	2015263769	Electrochemical Treatment Methods	Registered
Chile	58.327	Electrochemical Treatment Methods	Registered
Germany	602015073545.5	Electrochemical Treatment Methods	Registered
United Kingdom	3145875	Electrochemical Treatment Methods	Registered
United States of America	11046595	Electrochemical Treatment Methods	Registered
South Africa	2016/08851	Electrochemical Treatment Methods	Lapsed

Jurisdiction	No.	Title	Status
Canada	2949865	Electrochemical Treatment Methods	Lapsed
China	ZL201580040336.3	Electrochemical Treatment Methods	Lapsed
Australia	2017334270	Clarifier	Pending
Australia	2019381855	Method of treating a liquid including an organoflourine	Pending
Canada	3119989	Method of treating a liquid including an organoflourine	Pending
United States of America	17/294302	Method of treating a liquid including an organoflourine	Pending
EU Patent	3145876	Electrochemical Liquid Treatment Apparatus	Registered - validated
EU Patent	3145875	Electrochemical Treatment Methods	Registered – validated
France	3145876	Electrochemical Liquid Treatment Apparatus	Lapsed
France	3145875	Electrochemical Treatment Methods	Lapsed
Patent Co-operation Treaty	PCT/AU2015/050268	Electrochemical Liquid Treatment Apparatus	PCT International Phase Completed
Patent Co-operation Treaty	PCT/AU2017/050743	Improved Process	PCT International Phase Completed
Patent Co-operation Treaty	PCT/AU2015/050269	Electrochemical Treatment Methods	PCT International Phase Completed
Patent Co-operation Treaty	PCT/AU2017/051069	Clarifier	PCT International Phase Completed
Patent Co-operation Treaty	PCT/AU2019/051263	Method of treating a liquid including an organoflourine	PCT International Phase Completed

Annexure C – Trade Marks

Jurisdiction	No.	Mark	Classes	Status
Australia	1594854	HYDRUS	11,40	Registered
Australia	1769480	HTX Logo	11,40	Registered
Australia	1769483	HTX	11,40	Registered
Australia	1923160	Safe Uptime	40	Registered
Canada	1939297	Water as a Service	11,40	Pending