

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT8169705

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VEOLIA WATER SOLUTIONS & TECHNOLOGIES SUPPORT	05/13/2022
RECEIVING PARTY DATA		
Name:	CAMBI TECHNOLOGY AS	
Street Address:	SKYSSTASJON 11A	
City:	ASKER	
State/Country:	NORWAY	
Postal Code:	N-1383	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10246360
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	8101-001	
NAME OF SUBMITTER:	LARRY L. COATS	
SIGNATURE:	/Larry L. Coats, Reg. No. 25,620/	
DATE SIGNED:	09/15/2023	
Total Attachments: 37		
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**INTELLECTUAL PROPERTY PURCHASE AGREEMENT – ASSET TRANSFER
AGREEMENT**

CONCERNING

Bio Thelys™ is a complete sludge reduction solution that works in batch mode, combining thermal hydrolysis and anaerobic digestion,

and

Exelys™ is an innovative and complete sludge reduction solution that works in continuous mode, combining thermal hydrolysis and anaerobic digestion.

Between

VEOLIA WATER SOLUTIONS & TECHNOLOGIES SUPPORT, SAS

A company incorporated under the laws of France, with a registered address at Immeuble l'Aquarène, 1, place Montgolfier, 94410 Saint-Maurice, France, and registered at the Trade and Commercial Registry of Créteil under the number 433 962 586, represented by its Managing Director, Aurélien COSTE, duly authorized,

And

VEOLIA WATER TECHNOLOGIES Affiliates, being subsidiaries of VEOLIA WATER TECHNOLOGIES group as further defined hereinafter clause 1.

Hereinafter together referred to as the “**Seller**” or independently “**VWS Support**” or “**VWT Affiliates**”

And

CAMBI TECHNOLOGY AS

A company incorporated under the laws of Norway, with a registered address of Skysstasjon 11A, N-1383 Asker, Norway, and registered with a business number of 999253113, represented by its CEO, Eirik Fadnes, duly authorized,

Hereinafter referred to as the “**Purchaser**” or “**CAMBI**”

(each hereinafter individually referred to as "Party" and jointly as "Parties")

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NOW THEREFORE, the Parties on the Effective Date agree as follows:

1. Definitions

The following definitions shall apply to this Agreement:

Agreement shall mean this intellectual property assignment agreement, its exhibits and potential amendments.

Affiliate shall mean any company, partnership or any other entity controlled, directly or indirectly, by VWT, whereby "control" for this purpose means the ability, directly or indirectly, to direct the direction of the management or policies, whether through ownership or otherwise.

Assigned Rights shall mean any and all rights, title, and interest owned by the Seller in the Patents, Trademarks and Technical Know-how as described hereafter. **Effective Date** shall mean the date of the last signature by the Parties of this Agreement.

Inventions shall mean the two inventions described in **Annex 1a**, which are respectively for Bio Thelys™ and for Exelys™.

Patents shall mean:

- (a) The patent applications listed in the **Annex 1a** referring to:
 - BIO THELYS™ 2 which refers to Process and plant for thermal hydrolysis of sludge;
 - BIO THELYS™ 3 which refers to Process and facility for semi-continuous thermal hydrolysis of sludge;
 - BIO THELYS™ 3.1 which refers to Energy Efficient System and Process for Hydrolyzing Sludge;
 - Exelys™ + Energy which refers to Energy efficient system and process for treating sludge;
 - Exelys™ - Pasteurisation (BioPasteur3) which refers to System and method for treating wastewater and resulting sludge;
 - Biopasteur 4 (Exelys™ Past.) which refers to System and method for treating wastewater and resulting primary and biological sludge;
 - Dynamix mixer which refers to Continuous thermal hydrolysis process and device;
 - Exelys™ II + which refers to Continuous thermal hydrolysis process and device with recirculation of recovered vapor;
 - Blender-Mixer-Exelys™ which refers to Continuous thermal hydrolysis process for sludges with high level of dryness;
- (b) any patents issued or issuing from such patent applications (including certificates of invention);
- (c) all patents and patent applications based on, corresponding to, or claiming the priority date(s) of any of the foregoing,

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- (d) any reissues, substitutions, confirmations, registrations, renewals, patents of addition, validations, re-examinations, additions, continuations, continued prosecution applications, continuations-in-part, or divisions of or claiming priority to any of the foregoing; and
- (e) term extensions, supplementary protection certificates, and other governmental action which provide exclusive rights to the Inventions.

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2. **Purchase and Transfer of the Assigned Rights**

Subject to the terms and conditions of this Agreement the Seller hereby sells, transfers, grants, conveys, assigns, and relinquishes exclusively to the Purchaser the Assigned Rights and all accrued causes of action for damages for infringement thereof and the Purchaser purchases and assumes ownership of any such rights.

Thus, by payment of the Purchase Price, the Purchaser acquires as per the Effective Date of this Agreement all of the Seller's proprietary rights and all other rights and obligations concerning the Assigned Rights, notably the right to exploit the Patents, the Trademarks and the Technical Know-how, to enforce them, to abandon them, to license them, to monetize them, to claim priority rights, to claim past, present or future infringement on the Patents and Trademarks, seek injunction and any appropriate remedies, and to enjoy the Patents and Trademarks to the fullest extent permitted by applicable laws.

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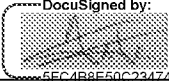
16. Signatures

This Agreement is signed in three (3) original counterparts (one for tax registration) by the authorized signatories of each Party.

For and on behalf of

**VEOLIA WATER SOLUTIONS &
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Date: 13-05-2022

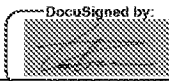
Signature:  5FC4B8E50C23474

Name: Aurélien COSTE
Title: Managing Director

For and on behalf of

CAMBI TECHNOLOGY AS

Date: 13-05-2022

Signature:  7AB04AEF80BC4F7...

Name: Eirik FADNES
Title: CEO

For and on behalf of

VEOLIA WATER TECHNOLOGIES Affiliates

Date: 13-05-2022

Signature:  47E77BE1E0564D8

Name: Vincent CAILLAUD
Title: **VEOLIA WATER TECHNOLOGIES**
CEO

Annex 1a - Description of Invention and List of Patents

Separately Attached

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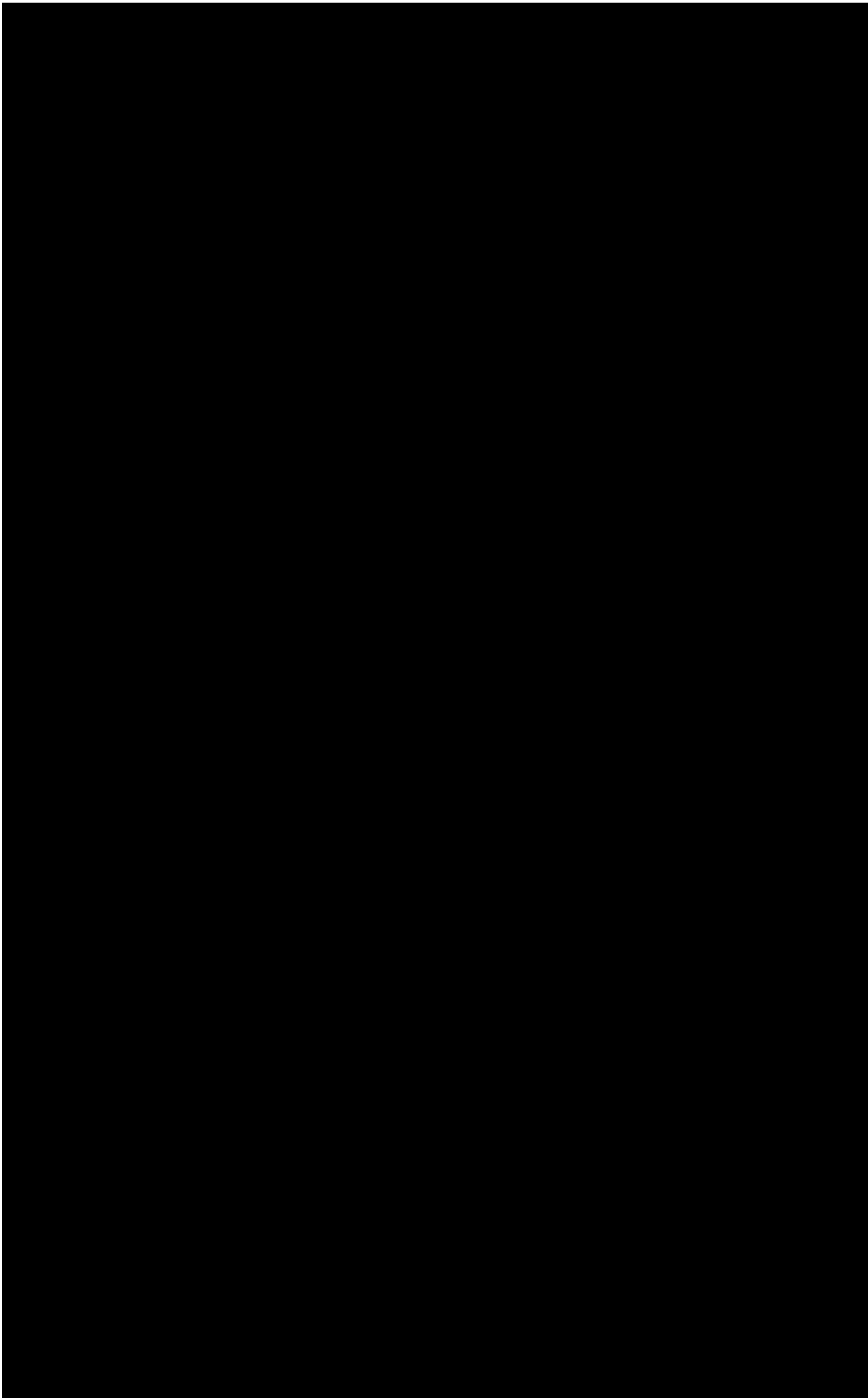
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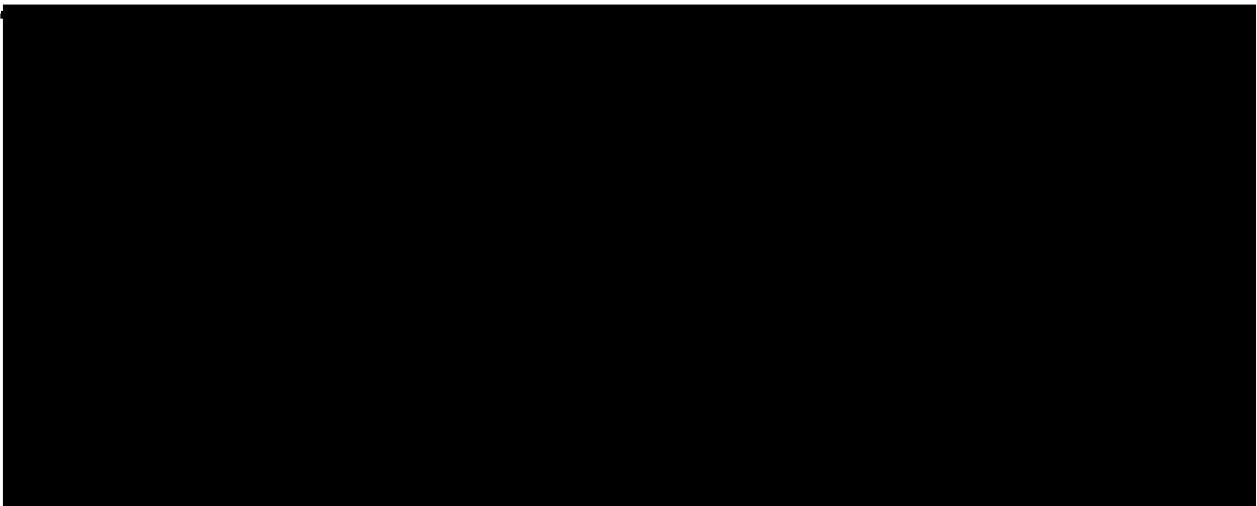
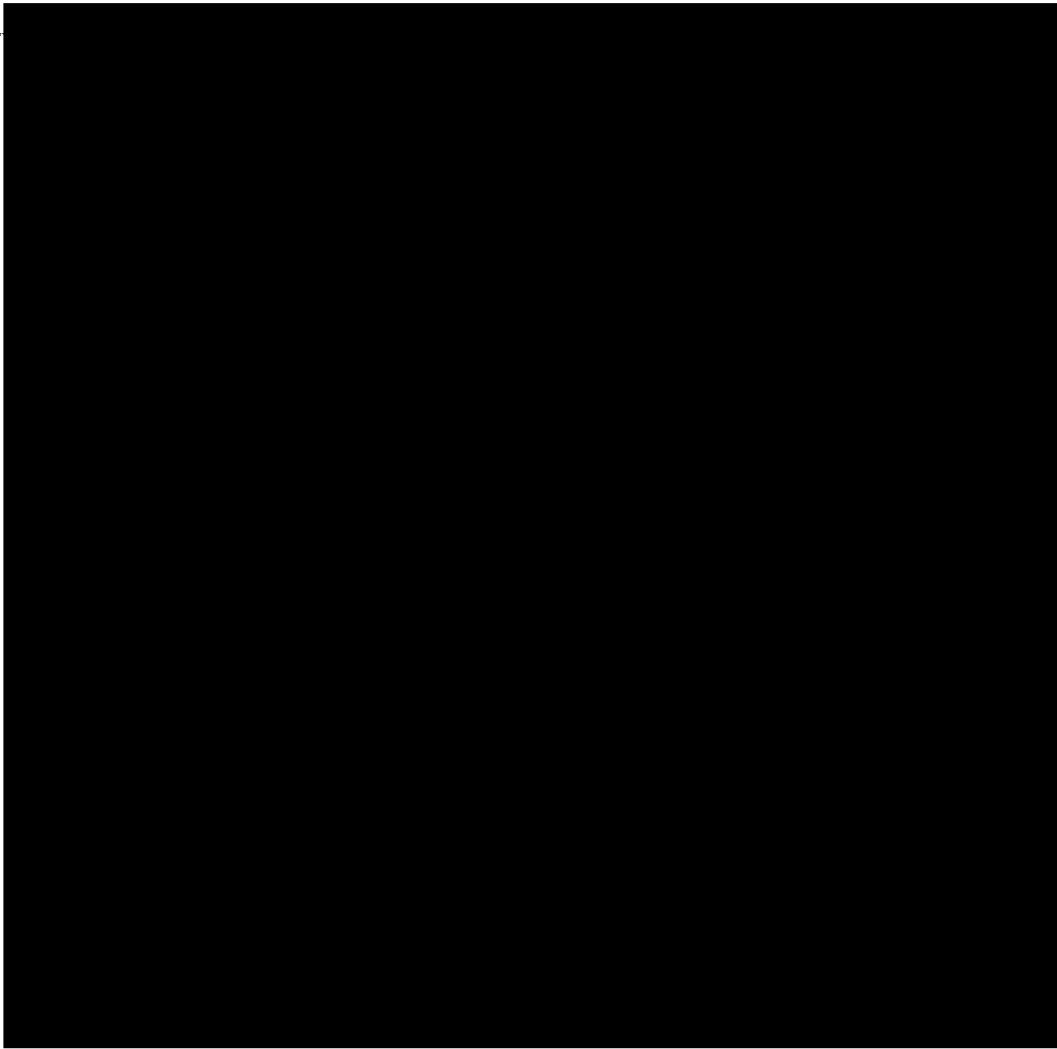
Success and conditions for teaching lessons for and facilitating students

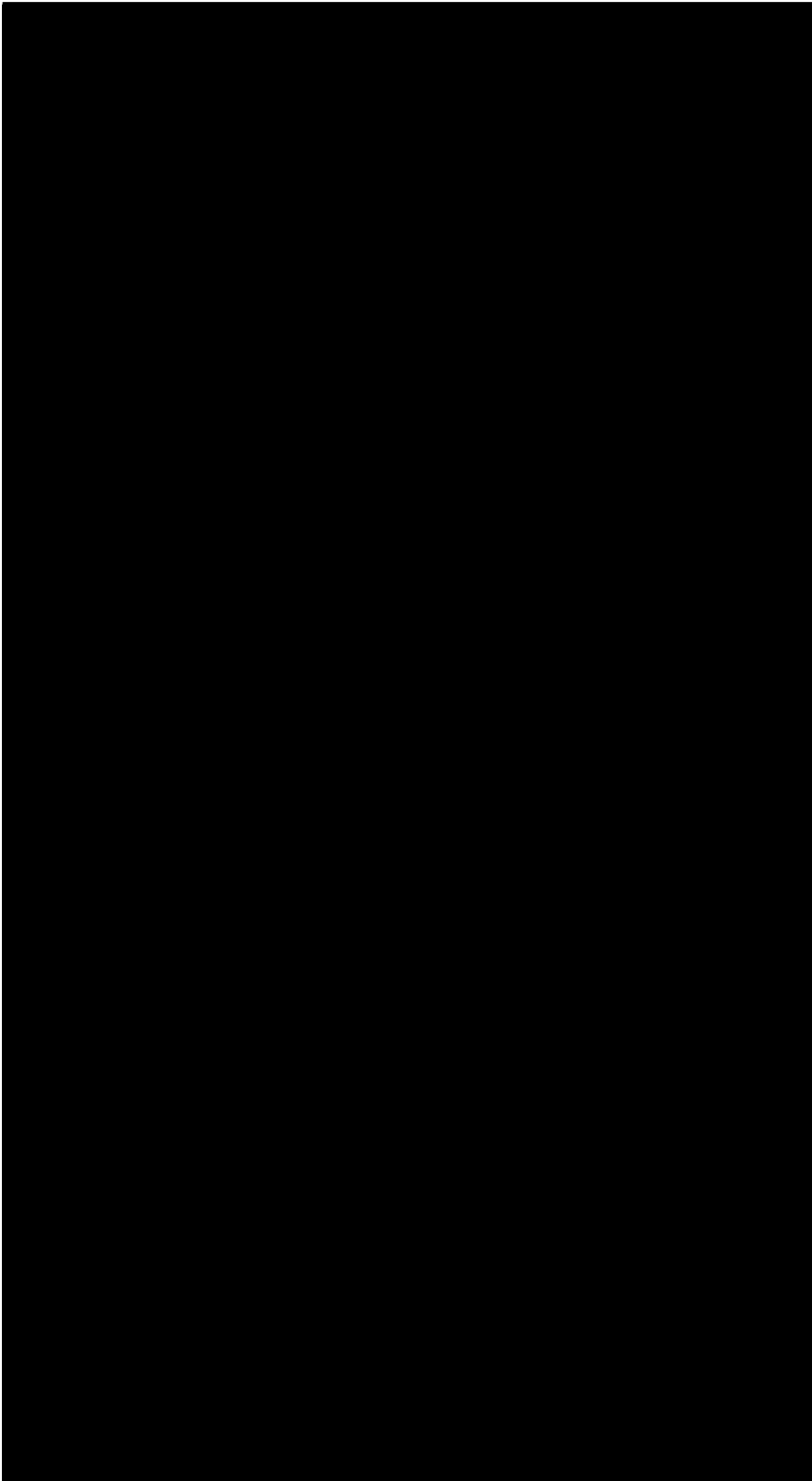


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