

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI387233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Symphonic Water Solutions, Inc.	10/01/2020
RECEIVING PARTY DATA	
Company Name:	The Probst Group, LLC
Street Address:	17035 West Wisconsin
Internal Address:	Suite 120
City:	Brookfield
State/Country:	WISCONSIN
Postal Code:	53005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11008238
CORRESPONDENCE DATA	
Fax Number:	8156545770
<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:	8156335300
Email:	rockmail@reinhardtllaw.com
Correspondent Name:	REINHART BOERNER VAN DEUREN P.C.
Address Line 1:	2215 Perrygreen Way
Address Line 4:	Rockford, ILLINOIS 61107
ATTORNEY DOCKET NUMBER:	511398
NAME OF SUBMITTER:	KRISTA MISSLICH
SIGNATURE:	KRISTA MISSLICH
DATE SIGNED:	07/25/2024
Total Attachments: 7	
source=511398 Assignment#page1.tiff	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made effective as of October 1, 2020, The Probst Group, LLC, a Wisconsin limited liability company ("Assignee"), and Symphonic Water Solutions, Inc., a Wisconsin corporation ("Assignor").

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement dated as of October 1, 2020 (the "Purchase Agreement"), by and between Assignee and Assignor.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, convey, transfer and deliver to Assignee, and Assignee agrees to acquire and accept, all of Assignor's worldwide right, title and interest in and to Assigned Intellectual Property Rights (as defined in the Purchase Agreement). Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor agrees as follows:

1. Assignment of Assigned Intellectual Property Rights.

(a) Assignment of Patents and Patent Applications. Assignor hereby assigns, conveys, transfers and delivers to Assignee its entire right, title and interest in and to any patent or patent application listed in Exhibit A attached hereto and in any continuations, divisionals, foreign filings, continuations-in-part, extensions, reissues, renewals or reexaminations or reissuances that may result from such patents or applications, and in and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions of which such patent applications are based.

(b) Assignment of Trademarks and Service Marks. Assignor hereby assigns, conveys, transfers and delivers to Assignee its entire right, title and interest in and to all registered and unregistered trademarks and service marks used in the Business, including the name "Symphonic Water Solutions" and all variations of such name, together with the goodwill of the business connected with the use of and symbolized by the trademarks or service marks, and including all common law and other rights thereto.

(c) Assignment and Transfer of Domain Names. Assignor hereby assigns, conveys, transfers and delivers to Assignee its entire right, title and interest in and to any and all domain names used in the Business, including those listed in Exhibit B attached hereto (the "Assigned Domain Names"), including any trademark rights associated with the domain name itself and associated goodwill, and any and all Internet traffic to the Assigned Domain Names and any and all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof or any causes of action for cybersquatting of the Assigned Domain Names that may have accrued prior to the execution date of this Assignment. Additionally, Assignor agrees to transfer all of its right, title and interest in and to all content on all websites associated with the Assigned Domain Names, including but not limited to copyrights to any and all web pages and content on the web pages, page layouts for the websites, all graphics used at the websites, all databases generated for the websites, online forms and scripts used at the websites and all banner or other advertisements for the websites. Upon the request of Assignee and following execution of this Assignment, Assignor will institute a transfer of the Assigned Domain Names to Assignee in

accordance with the domain name procedures enacted by the appropriate domain name registrar. Assignor agrees to cooperate with Assignee to facilitate the transfer of ownership of any and all Assigned Domain Names to Assignee's designated domain name registrars.

(d) Assignment of Any Other Intellectual Property. Assignor hereby assigns, conveys, transfers and delivers to Assignee its entire right, title and interest in and to any trade names, confidential information, formulas, systems, processes, techniques and know-how, created or authored by or on behalf of Assignor or any of its employees, agents or representatives, including any derivative work based in whole or in part on any of the items described above, and any right to use or exploit any of the foregoing.

(e) Transfer and License of Non-Assignable Intellectual Property. If any of the purchased Intellectual Property (as defined in the Purchase Agreement) is not by its terms assignable or requires the consent of a third party, or a transfer of rights from said third party in the purchased Intellectual Property assets, in connection with the transaction contemplated by the Purchase Agreement, Assignor will use commercially reasonable efforts, and Assignee will cooperate in all reasonable respects therewith, to obtain all assignments, consents, and/or waivers, whichever the case may be, and to resolve all impracticalities of assignments and transfers necessary to convey such purchased Intellectual Property to Assignee. If any such purchased Intellectual Property is not able to be assigned or transferred, Assignor will use commercially reasonable efforts to provide or cause to be provided to Assignee, to the extent permitted by applicable law, the benefits thereof, to the same practical extent as if Assignor has transferred all right, title and interest in said purchased Intellectual Property to Assignee.

2. Assignment of Accrued Rights. Assignor assigns to Assignee its entire right, title and interest in and to any causes of action for infringement or unauthorized use of any of the Assigned Intellectual Property Rights specified in Paragraphs 1(a) through 1(e) that may have accrued prior, on, or after the execution date of this Assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor assigns to Assignee all rights of any kind whatsoever of Assignor accruing under any of the foregoing Assigned Intellectual Property Rights specified in Paragraphs 1(a) through 1(e) provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world. Assignor assigns to Assignee any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing Assigned Intellectual Property Rights specified in Paragraphs 1(a) through 1(e).

3. Recordation and Further Assurances.

(a) Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Intellectual Property upon request by Assignee.

(b) At Assignee's sole cost and expense, Assignor will provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required):

(i) to vest in Assignee title to the Assigned Intellectual Property Rights and to fulfill and discharge the obligations of conveyance hereunder and under the Purchase Agreement;

(ii) in the preparation and prosecution of any applications for patents, trademarks, or copyrights, or registration of the Assigned Intellectual Property Rights assigned pursuant to this Assignment;

(iii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Assigned Intellectual Property Rights assigned pursuant to this Assignment; and

(iv) in the implementation or perfection of this Assignment.

(c) Assignor agrees to not assist or encourage, through action or inaction, any challenge to the validity, enforceability or ownership of any Assigned Intellectual Property Rights assigned hereby.

4. Savings Clause. For the avoidance of doubt, nothing in this Assignment will be deemed to supersede, enlarge or modify any of the rights or obligations of Assignee or Assignor under the Purchase Agreement, all of which will survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between this Assignment and the Purchase Agreement, the Purchase Agreement will govern and control.

[remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

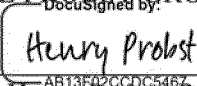
ASSIGNOR:

SYMPHONIC WATER SOLUTIONS, INC.

BY _____
Thomas Probst, President

ASSIGNEE:

THE PROBST GROUP, LLC

BY  _____
Henry Probst, President

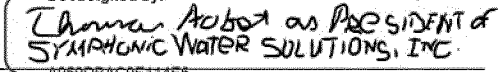
[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

PATENT
REEL: 068086 FRAME: 0595

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

ASSIGNOR:

SYMPHONIC WATER SOLUTIONS, INC.

BY 
 Thomas Probst, President

ASSIGNEE:

THE PROBST GROUP, LLC

BY _____
 Henry Probst, President

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

PATENT
REEL: 068086 FRAME: 0596

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

Title of Patent/ Publication	Country	Publication/ Patent Number	Filing Date	Application Number	Date of Issuance/ Publication	Status
Membrane Enhancement for Wastewater Treatment	US		February 17, 2015	62/117,307		Inactive
Membrane Enhancement for Wastewater Treatment	US	US 2016-0236957 A1	February 23, 2015	14/629,150	August 18, 2016	Abandoned 5/22/17
Mixer Support Assembly For Use In An Integrated Cover And Mixer Apparatus And Anaerobic Digester System Incorporating Same	US	US 2019-0292080 A1	March 20, 2018	15/926,622	September 26, 2019	Pending
Mixer Support Assembly For Use In An Integrated Cover And Mixer Apparatus And Anaerobic Digester System Incorporating Same	CA	2999725	March 29, 2018	2,999,725	September 20, 2019	Pending

EXHIBIT B

DOMAIN NAMES

www.symphonicwaters.com

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